As filed with the Securities and Exchange Commission on April 8, 2024.

Registration No. 333-278172

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

AMENDMENT NO. 1 TO

FORM S-1

REGISTRATION STATEMENT
Under
The Securities Act of 1933

IBOTTA, INC.

(Exact name of registrant as specified in its charter)

Delaware	7310	35-2426358
(State or other jurisdiction of incorporation or organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification Number)

1801 California Street, Suite 400
Denver, Colorado 80202
303-593-1633

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

Bryan Leach
Chief Executive Officer and President
Ibotta, Inc.
1801 California Street, Suite 400
Denver, Colorado 80202
303-593-1633
(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:

Larry W. Sonsini	**David T. Shapiro**	**David Boston**
Mark Baudler	**Ibotta, Inc.**	**Tej Prakash**
Melissa Rick	**1801 California Street, Suite 400**	**Willkie Farr & Gallagher LLP**
Seth Helfgott	**Denver, Colorado 80202**	**787 Seventh Avenue**
Rachel Nagashima	**303-593-1633**	**New York, New York 10019-6099**
Matthew P. Dubofsky		**212-728-8000**
Wilson Sonsini Goodrich & Rosati, P.C.		
650 Page Mill Road		
Palo Alto, California 94304		
650-493-9300		

Approximate date of commencement of proposed sale to the public:
As soon as practicable after the effective date of this registration statement.

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

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

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

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

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, 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 7(a)(2)(B) of the Securities Act. □

The registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the Registration Statement shall become effective on such date as the Commission acting pursuant to said Section 8(a) may determine.

Subject to Completion
Preliminary Prospectus dated April 8, 2024

5,625,000 Shares

ibotta®

Class A Common Stock

This is an initial public offering of shares of Class A common stock of Ibotta, Inc. We are selling 2,500,000 shares of our Class A common stock and the selling stockholders identified in this prospectus are offering an additional 3,125,000 shares of Class A common stock. We will not receive any proceeds from the sale of shares by the selling stockholders.

Following this offering, we will have two series of authorized common stock: Class A common stock and Class B common stock. The rights of the holders of Class A common stock and Class B common stock are identical, except with respect to voting and conversion rights. Each share of Class A common stock is entitled to one vote. Each share of Class B common stock is entitled to 20 votes and is convertible at any time into one share of Class A common stock. Upon completion of this offering, Bryan Leach, our Founder, Chief Executive Officer and President and member of our board of directors, and entities affiliated with Mr. Leach will hold approximately 69.74% of the combined voting power of our outstanding capital stock, assuming no exercise by the underwriters of their option to purchase additional shares of Class A common stock from us in this offering. As a result, Mr. Leach generally will be able to determine any action requiring the approval of our stockholders, subject to limited exceptions, including the election of our board of directors, the adoption of amendments to our certificate of incorporation and bylaws (where adopted by stockholders), and approval of any merger, consolidation, sale of all or substantially all of our assets, or other major corporation transactions.

Prior to this offering, there has been no public market for our common stock. It is currently estimated that the initial public offering price will be between $76.00 and $84.00 per share. We intend to apply to list our Class A common stock on the New York Stock Exchange under the symbol "IBTA."

We are an "emerging growth company" as defined under the federal securities laws and, as such, we have elected to comply with certain reduced public company reporting requirements for this prospectus and may elect to do so in future filings.

Investing in our Class A common stock involves risks that are described in the "Risk Factors" section beginning on page 25 of this prospectus.

	Per Share	Total
Initial public offering price	$	$
Underwriting discounts and commissions(1)	$	$
Proceeds, before expenses, to us	$	$
Proceeds, before expenses, to the selling stockholders	$	$

(1) See the section titled "Underwriting" for additional information regarding compensation payable to the underwriters.

At our request, the underwriters have reserved up to 5% of the shares of Class A common stock offered by this prospectus for sale at the initial public offering price through a directed share program to certain persons identified by management, which may include certain members of our board of directors. See the section titled "Underwriting—Directed Share Program."

To the extent that the underwriters sell more than 5,625,000 shares of Class A common stock, the underwriters have the option to purchase up to an additional 843,750 shares of Class A common stock from the selling stockholders at the initial public offering price less the underwriting discounts and commissions.

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

The underwriters expect to deliver the shares of Class A common stock to purchasers on or about , 2024.

Goldman Sachs & Co. LLC	*Citigroup*	*BofA Securities*
Evercore ISI	*UBS Investment Bank*	*Wells Fargo Securities*
Citizens JMP	*Needham & Company*	*Raymond James*

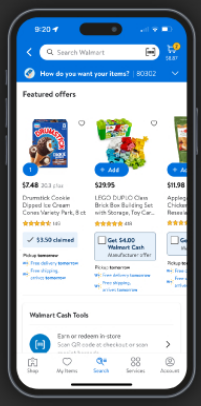
Prospectus dated , 2024

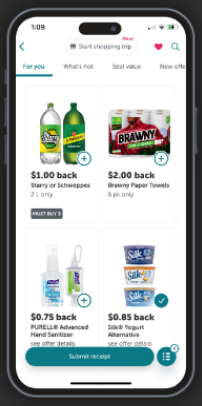
We are a technology company that allows CPG brands to deliver digital promotions to millions of consumers through a single network called the Ibotta Performance Network (IPN).

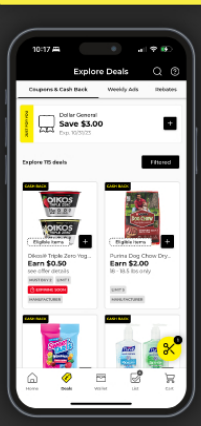
Coca-Cola · PepsiCo · Nestlé · LEGO · Danone · GP · Ferrero · Henkel · poppi · Conair · Ferrara · PetIQ · Spin Master · Chomps · Goya · Schwan's · Scotts Miracle-Gro · Nehemiah · Applegate · Purell · Kodiak · JJ Snack Foods · Whirlpool · Hallmark · Five Star · Post Consumer Brands · +850 clients[1]

ibotta performance network

Walmart · ibotta · Dollar General







AppCard · Family Dollar

Representative list of publishers (not exhaustive). Ibotta has partnered with AppCard but not yet launched offers with AppCard's independent grocers, as of April 8, 2024. [1] As of December 31, 2023.


Our mission
Make Every Purchase Rewarding

At a glance

$320M
FY2023 revenue

52%
YoY revenue growth

12%
FY2023 net income margin

26%
FY2023 adjusted EBITDA margin

2,400+
CPG brands[1]

850+
Clients[1]

~$1.8B
Cash back to consumers[1]

~$200B
Total addressable market[2]

[1] As of December 31, 2023. For definitions, see the section entitled, "Glossary of Key Terms". [2] 2022 annual marketing spending in CPG, as detailed in Cadent Consulting Group's report titled "2022 Marketing Spending Study". Note: For more information regarding our use of Adjusted EBITDA margin, and a reconciliation of Adjusted EBITDA margin to net loss as a percent of revenue, the most directly comparable financial measure calculated in accordance with GAAP, see the section titled "Management's Discussion and Analysis of Financial Condition and Results of Operations—Performance Metrics and Non-GAAP Measures." Figures may not tie due to rounding. Adjusted EBITDA margin is defined as Adjusted EBITDA as a percent of revenue.


ibotta®

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Neither we, the selling stockholders, nor any of the underwriters have authorized anyone to provide you any information other than that contained in this prospectus or in any free writing prospectus prepared by or on behalf of us or to which we have referred you. Neither we, the selling stockholders, nor any of the underwriters take any responsibility for and can provide no assurance as to the reliability of any other information that others may give you. We, the selling stockholders, and the underwriters are not making an offer to sell these securities in any jurisdiction where the offer or sale is not permitted. You should assume that the information appearing in this prospectus is accurate only as of the date on the front cover of this prospectus. Our business, financial condition, results of operations, and prospects may have changed since that date.

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

GLOSSARY OF KEY TERMS

Throughout this prospectus, we use the following key terms:

Ad products. Paid digital advertisements such as banners, tiles, newsletters, and feature placements bought by clients to raise awareness of their offers and/or communicate their brand messages.

Application Programming Interface (API). A set of functions and procedures allowing the creation of apps that access the features or data of an operating system, app, or other service.

Artificial Intelligence (AI). Capabilities that leverage machine learning, deep learning, generative AI, and natural language processing on Ibotta's technology platform.

Campaign. An organized course of action that clients undertake to promote a product or service on the IPN. A campaign may include one or more offers and related ad products.

Cash back. A form of reward that gives consumers a cash rebate after they purchase a product that qualifies for the reward.

Client. A company that pays Ibotta for the use of its performance marketing platform with the goal of influencing consumer purchase behaviors. A client can own one or multiple CPG brands.

Closed-loop. Any retailer loyalty or rewards program that generates a positive currency that is stored in a digital wallet or stored value account and which then can be spent back at the retailer. Closed-loop programs are an alternative to "open loop" techniques such as paper or digital coupons that give consumers a discount at checkout.

Consumer. An individual who purchases groceries or general merchandise, either online or in-store. If a consumer has accessed the website or downloaded an app of one or more publishers or visited a store of a publisher, such consumer may be counted as multiple consumers.

CPG brand (or brand). A CPG brand is an identifying name of a specific product or group of products owned by a company that sells consumer packaged goods, including in the grocery and general merchandise categories.

Digital offer program. A program that allows consumers to engage with offers on digital properties that could include a website, mobile app, mobile web interface, or some combination thereof.

Digital promotions. Offers, discounts, and cash-back rewards that are marketed through online-based digital technologies such as desktop computers, mobile phones, and other digital media.

Discount. A reduction in the price of a product or service applied at the time of the purchase.

Ibotta Direct-to-Consumer (D2C). Ibotta's direct-to-consumer products include a free mobile app, website, and browser extension that are branded through Ibotta and allow consumers to earn cash back rewards for everyday purchases.

Ibotta Performance Network (IPN). An AI-enabled technology platform that allows CPG brands to deliver digital promotions to consumers via a network of publishers, in a coordinated fashion and on a fee-per-sale basis.

Integrated retailer. A retailer that sends item-level purchase data to Ibotta so that offers can be seamlessly redeemed in its stores or on its apps or websites.

Manufacturer's Recommended Retail Price (MSRP). The price at which manufacturers recommend that retailers sell their product.

Offer. A digital promotion that encourages consumers to purchase one or more CPG brands or shop at a specific retailer in exchange for a reward or discount.

Offer stacking. The possibility for a consumer to locate the same offer on more than one publisher, make a single purchase, and earn rewards more than once for that offer.

Point of Sale (POS). A device or system that is used to process consumer transactions by retailers.

Publisher. A company that hosts Ibotta-sourced offers on its websites or mobile apps, as part of the IPN. Publishers include third parties that host Ibotta's offers on a white-label basis (*e.g.*, a retailer publisher such as Walmart), as well as Ibotta itself, which hosts its own offers on Ibotta D2C properties.

Redeemer. A consumer who has redeemed at least one digital offer within the quarter. If a consumer were to redeem on more than one publisher during that period, they would be counted as multiple redeemers.

Redemption. A verified purchase of an item qualifying for an offer by a client on the IPN.

Retail banner. A unique brand name of one retail store or a chain of retail stores owned by a retailer. A retailer may operate one or more retail banners.

Retailer. A parent company that owns and operates one or more physical or virtual stores under one or more retail banners that sell CPG brands to consumers. Retailer includes retailer advertisers, retailer publishers, and integrated retailers.

Retailer advertiser. A retailer that pays Ibotta a publisher commission when consumers click through to, and make a purchase from, the retailer's website from one of Ibotta's D2C properties. In some cases, Ibotta may also run promotions funded by retailer advertisers that encompass both online and offline sales, meaning consumers can earn cash back as a percentage of their total in-store basket spend, or as a percentage of their total online basket.

Retailer-exclusive marketing. Marketing dollars that CPG brands designate for the purpose of helping drive sales within one specific retailer environment, sometimes referred to as "shopper marketing."

Retailer publisher. A retailer that is also a publisher on the IPN, meaning it hosts Ibotta-sourced offers on its digital properties.

Return on Ad Spend (ROAS). A common marketing metric used by CPG brands and other advertisers that measures sales earned for each dollar spent on advertising.

Reward. Value or credit provided to a consumer upon the successful redemption of an offer, which may take the form of cash back, points, or other loyalty currency.

Third-Party publisher. A non-Ibotta D2C publisher that hosts Ibotta-sourced offers on its digital properties and is part of the IPN (*e.g., major retailer publishers such as Walmart, Dollar General, and Kroger*).

Universal Product Code (UPC). A number that uniquely identifies each product sold by retailers. Each offer specifies which UPCs are eligible for redemption.

White-label. An arrangement that allows publishers to leverage our technology and offers to power their loyalty program without Ibotta's brand.

LETTER FROM BRYAN LEACH, FOUNDER & CEO

In 2011, I was flying back from a legal conference on international arbitration in Rio de Janeiro, Brazil when I saw a woman on the plane taking a picture of her receipts to submit her expenses for reimbursement. It made me think about the power of all the data contained on a receipt: detailed information about everything we buy, including the UPC, price, and quantity of every item in the basket, along with the date, time, retailer, and store location of purchase. It was a treasure trove of information, but until then, there had been no way to organize the information into an accurate picture of a person's spending habits across all the places they shop. If technology could allow us to harness that data to create a granular understanding of purchase behavior, how could that transform the way that promotions and advertisements are delivered? How could companies get smarter about convincing consumers to change their purchase habits in the grocery store and beyond? In those musings lay the kernel of Ibotta ("I-bought-a"), which I hoped might one day help millions of consumers earn rewards for trying new brands, while at the same time reshaping the future of digital marketing. My journey from that moment to the present has involved many twists and turns, but one motivation has remained: the desire to be part of a team that creates something that directly helps people in their everyday lives. Not just people who have means, but people who will use what we built to help pay for food, rent, medical bills, student debt, vacations, and gifts for their children at the holidays.

In the United States today, 60% of adults are living paycheck to paycheck. Nearly three-quarters say they are not financially secure, and over a quarter expect that they will never be financially secure. Persistent inflation has only made matters worse. For millions of American families, the ability to make ends meet depends on their capacity to save money wherever and whenever they can. 87% of consumers' grocery purchases are influenced by offers, discounts, and promotions. Digital promotions now make up the majority of all consumer promotions, with paper promotions in rapid decline. In-store sales still comprised 87% of grocery sales in the approximately $1.2 trillion grocery sector in 2023, but consumers expect to find value regardless of whether they shop in-store, buy ahead and pickup in-store, or shop online with delivery.

At Ibotta, our mission is simple: Make Every Purchase Rewarding. Consumers earn millions of dollars in cash back rewards on their everyday purchases by interacting with our mobile app and website, and through the programs we power behind the scenes for third-party publishers. Unlike other forms of advertising, we cut consumers in on the deal, meaning whenever someone buys a product in response to a promotion, we pass along a portion of our advertising fee in the form of a reward. Because our offers are 100% digital, we can target promotions not merely based on what websites they have visited or where or when they have shopped, but based on which specific items they have bought in the past across a wide range of retailers, in-store or online. And we can tie everything out to a sale.

Our journey reflects our desire to reward as many purchases as possible. We began by releasing our own cash back mobile app in October 2012. Since then, it has attracted over 50 million registered users and more than 2.3 million ratings across the App Store and Google Play Store, earning an average of 4.7 out of 5 stars. In 2020, we began building the Ibotta Performance Network (IPN) with the goal of dramatically expanding our scale by distributing our exclusive offers on various third-party digital properties. Making every purchase rewarding meant not only operating under our own brand but also taking the technology and infrastructure we had built, and our exclusive offers, and making it all available on a white-label basis to publishers that wanted a plug and play technology solution. A significant portion of our offer redemptions now occur on third-party publishers that leverage our technology platform and offers. Today, millions of consumers redeem our offers on Walmart, Dollar General, Kroger, Shell, and other retailer properties without ever creating an Ibotta account or downloading our app.

Thousands of CPG brands rely on Ibotta to help them promote their products through the use of digital incentives. Instead of asking our clients to pay us a fee based on the number of impressions, clips, or clicks we deliver, we ask them to pay us only when their campaign results in a confirmed sale of their product, either in-store or online. We are accountable for the bottom of funnel results; our clients do not bear the risk of underperformance. In a world where one can trace a digital interaction all the way out to

an in-store or online sale, we believe that the rationale for selling ads or promotions on anything other than a fee-per-sale basis is weaker than ever.

The desire for new forms of digital marketing that offer greater certainty of results and higher conversion is nearly universal. Therefore, we have not limited ourselves to helping CPG brands in the grocery category. Today, we work with many leading CPG brands in other categories such as toys, clothing, beauty, electronics, pet, home goods, and sporting goods. Companies in these categories have historically had limited access to true, omnichannel fee-per-sale marketing tools. Our AI-enabled technology platform aims to give them an easy way to reach the right consumers with the right incentive at the right time, based on their specific marketing objectives, at a scale previously unattainable in the digital promotions industry. Our tools allow them to track campaign performance and measure offer redemptions across multiple retailers simultaneously, all while remaining within a fixed budget and avoiding common pitfalls such as offer stacking.

We take pride in knowing that so many CPG brands have been with us since the beginning and continue to spend more with us each passing year. And yet, we have barely scratched the surface of our potential addressable market. We capture less than one percent of the approximately $200 billion that CPG brands spend annually to shape consumer purchase behaviors.

Ibotta's success has been fueled by our strong culture. We take pride in our mission, which helps people in a very concrete way. We live by our "IBOTTA" values: Integrity, Boldness, Ownership, Teamwork, Transparency, and A Good Idea Can Come From Anywhere. We foster an inclusive environment that welcomes diverse experience, backgrounds, lifestyles, and perspectives. We hold a high bar for performance. Among the many benefits we offer, we believe the most valuable is the opportunity to solve challenging problems with dedicated colleagues every single day.

The Ibotta experiment began twelve years ago in the windowless basement of an old fire station in downtown Denver. Our capital-light business has allowed us to grow rapidly while increasing profitability over time and capturing the benefits of a multi-sided network that we believe is very hard to replicate. So far, we have given approximately $1.8 billion in cash back to U.S. consumers on their everyday purchases, but we're just getting started.

I hope you'll decide to join us!

Bryan Leach

PROSPECTUS SUMMARY

This summary highlights selected information contained elsewhere in this prospectus and is qualified in its entirety by the more detailed information and consolidated financial statements included elsewhere in this prospectus. It does not contain all of the information that may be important to you and your investment decision. You should carefully read this entire prospectus, including the sections titled "Risk Factors," and "Management's Discussion and Analysis of Financial Condition and Results of Operations," and our consolidated financial statements and related notes included elsewhere in this prospectus. In this prospectus, unless context requires otherwise, references to "we," "us," "our," "Ibotta," or the "Company" refer to Ibotta, Inc. and its wholly-owned subsidiary and references to "common stock" include our Class A common stock and Class B common stock.

Overview

Ibotta's mission is to Make Every Purchase Rewarding. Our technology allows CPG brands to deliver digital promotions to over 200 million consumers through a single, convenient network called the Ibotta Performance Network (IPN). We are pioneers in success-based marketing: we only get paid when our client's promotion results in a sale, not when a consumer merely views or clicks on the promotion. We have built the largest digital item-level promotions network in the United States by forming strategic relationships with major retailers such as Walmart Inc., a Delaware corporation (Walmart) and Dollar General Corporation, a Tennessee corporation (Dollar General), which use our digital offers to power their loyalty programs on a white-label basis. Through the IPN, our clients can also reach millions more consumers on our widely used rewards app digital properties, which include the Ibotta-branded cash back mobile app, website, and browser extension (collectively, Ibotta D2C).

We work directly with over 850 different clients, representing over 2,400 different CPG brands to source exclusive offers as of December 31, 2023. Most of our offers cover products in non-discretionary categories, such as grocery, but we also work with general merchandise manufacturers in categories such as toys, clothing, beauty, electronics, pet, home goods, and sporting goods. Over time, our clients have generally ramped up their spend with us, and they rarely drop off our network. In fact, of our top 100 clients, 96% were retained from 2022 to 2023.

Our technology platform uses an Artificial Intelligence (AI)-enabled offer engine that is designed to match and distribute the right offer to the right consumer at the right time. This is possible because we receive a large volume of item-level purchase data through our secure point of sale (POS) integrations with 85 different retailers as of December 31, 2023. Using this data, we form a profile of each consumer based on what they have bought in the past and how they have responded to various price promotions. From there, we build recommenders that are driven by machine learning and designed to create personalized savings experiences for each consumer. The more data we accumulate, the smarter our recommenders become. Whatever our clients' specific objectives may be – such as encouraging brand switching, shortening purchase cycles, incentivizing consumers to stock up, or promoting around key seasonal events – our platform helps them design a promotional campaign to accomplish their goals.

Ibotta's technology tracks which offers are selected by consumers, matches offers to the products that have been purchased, logs redemptions, handles the flow of funds, and takes care of all downstream billing and logistics. We perform the function of "air traffic control," meaning our network enables offers to be matched, distributed, and redeemed across multiple large third-party publishers in a coordinated fashion. This minimizes the risks that offer budgets are exceeded and that consumers redeem the same offer several times for a single purchase (i.e., offer stacking). Our client tools allow CPG brands to set up campaigns, monitor redemption and budget levels, and analyze overall campaign performance – all in a single, convenient interface.

We deliver success-based digital promotions at-scale because we manage a growing, open network of third-party publishers that host our offers. Retailers are among our most important publishers because their apps and websites are frequently visited by consumers with high purchase intent. A retailer may

ingest digital offers from Ibotta's Application Programming Interface (API) and present them to its consumers as part of its own branded loyalty program. We call these partners "retailer publishers." We believe retailer publishers choose to work with Ibotta because we are a trusted partner that can provide a large universe of exclusive offers coupled with a set of plug and play capabilities that would be difficult for them to create and scale on their own. For example, Ibotta and Walmart entered into a multi-year strategic relationship that makes Ibotta the exclusive provider of digital item-level rebate offer content for Walmart U.S., across all product categories, for online and offline shopping. Consumers redeem our offers on Walmart properties without ever creating an Ibotta account. Instead, they can select manufacturer offers from the Walmart website or app, buy the featured items in-store or online, and instantly earn Walmart Cash which can be applied to future purchases in a Walmart store or on Walmart.com. All CPG brands wishing to run digital item-level rebates on Walmart's website can only do so through the IPN.

Ibotta also partners with several other leading retailer publishers. For example, Ibotta partners with Family Dollar, a subsidiary of Dollar Tree, Inc. We also work indirectly to publish offers on certain retailer properties, including Kroger (powering Kroger Cash) and Shell (powering Shell Fuel Rewards).

In addition to providing digital offers for retailers, Ibotta also makes the same offers available on its own digital properties, which include Ibotta D2C. Since 2012, over 50 million Americans have registered for our free app. Ibotta D2C reaches a highly engaged audience of savings-conscious consumers who want a single digital starting point where they can find cash back offers across a variety of retailers. Many of these consumers decide where to shop based on the availability of deals in different retailers. Once the IPN launched, Ibotta D2C became a publisher on the IPN, meaning it is now one of many nodes through which our digital offers are delivered to the end consumer.

In the future, we believe the IPN may be extended to other publishers across a variety of new verticals. For example, new publishers could include delivery services, banks, or other apps and websites that want to give their consumers access to offers on popular everyday items without having to source those offers from thousands of different CPG brands or secure item-level data from multiple integrated retailers where the offers can be redeemed.

We believe Ibotta is well positioned to capitalize on a large and growing market opportunity. U.S. consumers spent approximately $1.2 trillion dollars in the grocery sector in 2023. CPG brands compete fiercely to influence consumer spending habits, spending approximately $200 billion on marketing annually in the United States. In fact, no other industry spends more on marketing, as a percentage of overall budgets, than CPG.

Most of our revenue is redemption revenue which is generated from redemptions of offers across the IPN. A significant portion of that redemption revenue arises from offer redemptions on third-party publishers. We also generate revenue by selling ad products on our Ibotta D2C properties. Specifically, we allow CPG brands and retailers to enhance awareness of their offers by buying display ads, in-app videos, or email marketing campaigns. We also charge partners a licensing fee to leverage our aggregated data in ways that help them better understand their target consumers and improve their promotional activities. Finally, on Ibotta's D2C properties, we also allow thousands of online retailers to advertise and present consumers with their own sitewide cash back offers. These clients benefit from the incremental sales generated by Ibotta's savings-conscious audience.

Our revenue growth significantly accelerated with the addition of new publishers to the IPN. Most recently, the rollout of our offers on the digital property of Walmart has attracted larger audiences, and in turn, resulted in greater spend by CPG brands and a greater number of redeemed offers. These developments have increased our scale, growth and profitability.

- Total revenue grew from $210.7 million in 2022 to $320.0 million in 2023, an increase of 52%;
- Redemption revenue grew from $138.7 million (or 66% of total revenue) in 2022 to $243.9 million (or 76% of total revenue) in 2023, an increase of 76%;

- Gross profit grew from $164.5 million in 2022 to $276.0 million in 2023, an increase of 68%;
- Net income (loss) improved from $(54.9) million in 2022 to $38.1 million in 2023;
- Net income (loss) as a percent of revenue improved from (26)% in 2022 to 12% in 2023; and
- Adjusted EBITDA margin improved from (13)% in 2022 to 26% in 2023.

Industry Background

CPG brands have long sought the ability to advertise or promote their products in a way that can be directly measured out to a sale and tied back to a known consumer. Having this capability would allow a CPG brand to prioritize investing in tactics with the highest observable conversion to sale in-store or online, present a different message or promotion to each segment of consumers, and pay only when the campaign succeeds in driving a sale.

As far back as 1880, CPG brands such as Coca-Cola looked for ways to entice consumers to try their products. They invented manufacturer coupons to address this challenge. Ever since, paper coupons and free-standing inserts (FSIs) have been printed and distributed in newspapers, cut out or “clipped” by consumers, presented at checkout in exchange for a discount on qualifying products, and then gathered up by retailers and shipped off to coupon clearinghouses. The use of paper coupons peaked in 1999, when approximately 340 billion of them were circulated in U.S. newspapers.

Paper coupons have several obvious drawbacks, however. First, rapidly declining newspaper circulation, particularly among younger consumers, has severely constrained their reach. Second, they often require CPG brands to take a one-size-fits-all approach by providing the same discount to everyone, regardless of their past purchase behaviors. Third, paper coupons suffer from very low redemption rates due to high friction in the redemption experience, including clipping a coupon, remembering to bring that coupon to the store, and presenting that coupon to the store clerk at checkout. Fourth, because of the cost to produce and distribute paper coupons, they are billed on a fee-per-print basis, meaning the brand is asked to pay a fixed rate based on the number of coupons circulated in print, regardless of whether conversion to sale ends up being low or high. Lastly, paper coupons harm the environment by causing millions of trees to be cut down unnecessarily each year, only to have 99.5% of the coupons go unused. Despite these significant drawbacks, paper coupons account for almost all of promotion volume.

About 20 years ago, print-at-home and load-to-card digital coupons began to address certain deficiencies of paper coupons. Digital coupons could be delivered via more modern distribution channels such as email, websites, and mobile apps, and they could be tailored to individuals based on their specific purchase patterns. But digital coupons still left much to be desired. Most notably, they were still billed on a fee-per-clip basis, meaning the CPG brand was charged as soon as a consumer activated an offer, regardless of whether they went on to purchase anything. The performance of these campaigns also often could not be measured by CPG brands in real-time, leaving them unable to optimize programs mid-flight. Equally problematic, digital coupon programs did not provide a way to deliver promotions nationally – i.e., across retailers – in the same way that paper manufacturer coupons had done. Instead, each retailer ran its own load-to-card program, and CPG brands could only run retailer-specific offers through those siloed programs.

Retailers also experienced challenges with digital coupons. Whenever a redemption occurred, they still had to forego the full retail price of a product and seek reimbursement via a clearinghouse. This maintained the negative working capital dynamics inherent in any discounting system. Additionally, digital coupons remained entirely open loop, meaning all the savings dissipated instead of being internalized in the form of positive currency that had to be spent back at the same retailer on a future trip.

As the promotions industry has evolved, one feature has remained constant: the need for a third-party to manage offer distribution on behalf of all CPG brands and retailers in the ecosystem. This need persists for several reasons, including:

- **Efficiency.** It is inefficient for a CPG brand to negotiate, set up, and coordinate delivery of offers with each retailer that carries its products or each publisher that hosts its content.
- **Scale.** CPG brands and retailers need to reach the widest possible audience, including potential new consumers who do not belong to their loyalty programs or visit their apps and websites.
- **National content.** CPG brands generally have large national budgets that are reserved for platforms that can deliver promotions across multiple retailers. If a single retailer were to source its own offers, it would immediately be confined to the smaller retailer-exclusive marketing budgets set aside by a CPG brand for use with just that retailer.
- **Coordination.** CPG brands must ensure that their offers cannot be stacked across multiple publishers. To achieve this, there needs to be a single third-party network administrator that performs an “air traffic control” function, keeping track of which offers have been used on which publishers, in what order, and where credit has already been awarded so that it cannot be given a second time for the same purchase.
- **Technological capability.** CPG brands are experts in developing and marketing new products. Retailers are experts in merchandising, product placement, supply chain management, and retail operations. Neither is likely to have the time, expertise or desire to develop the necessary technology, including the tools to manage offer setup, design and optimization, AI-powered recommenders, digital wallet technology, billing, fraud prevention, and so forth.

Like promotions, advertising has also evolved to better meet the CPG brand’s needs over time. Traditional television, radio, and out of home are all tactics that reach a mass audience but do not enable precise targeting or direct measurement. Over time, new alternatives emerged which offered greater precision and measurability. Digital ad platforms, including walled gardens such as Google and Meta and independent demand-side platforms such as The Trade Desk, allow CPG brands to target ads primarily based on what websites a consumer has visited, online searches they have conducted, social pages they have liked, or connected television programs they have watched.

While the scale of these platforms is compelling, they continue to fall short in many regards. First, despite the growth of online grocery shopping, in-store sales still comprised 87% of grocery sales in 2023. Ad platforms optimized for online conversion work well where consumers frequently click through and buy products or services online. But in the CPG industry, where products are largely purchased in-store and transacted online far less frequently, these platforms are less effective. Second, CPG brands prefer to target ads using data about past purchases to measure the actual incremental sales lift generated by their ads. Digital ad platforms do not have access to cross-retailer, item-level purchase data that can be tied back to the individual consumer who viewed the ad to measure changes in purchase behavior over time. Third, recent privacy policies implemented by Apple, along with the imminent phase out of third-party cookies on Google’s Chrome browser, threaten to constrain advertisers’ future ability to target ads as effectively because consumers have little incentive to opt into sharing their data for the purpose of receiving more targeted display ads. Finally, and perhaps most importantly, digital ad platforms do not offer success-based billing in the sense that they charge for impressions and clicks rather than on a fee-per-sale basis.

Many CPG brands prefer to shift spend lower down in the funnel toward fee-per-sale based tactics because they can guarantee a desired level of return on ad spend (ROAS). Historically, the main limitation has been that CPG brands lacked a fee-per-sale platform that could deliver digital promotions nationally and at a massive consumer scale.

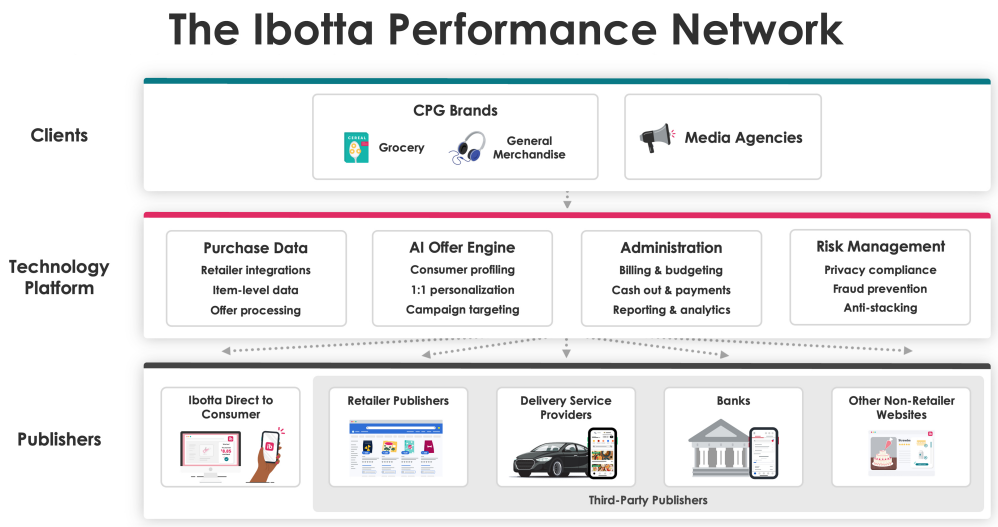
Market Opportunity

U.S. consumers spent approximately $1.2 trillion in the grocery sector in 2023. American consumers purchased groceries 1.6 times per week spending $475 per month in 2022, on average. Despite the growth of online grocery shopping, 87% of all grocery sales were made in physical stores in 2023.

We began by focusing on grocery because consumers purchase groceries at a higher frequency, which gives us an opportunity to influence consumer purchase habits on a weekly basis. Companies in the CPG industry spend a higher percentage of their gross sales on marketing than companies in any other industry. In 2022, total annual CPG marketing spend reached approximately $200 billion in the United States, of which approximately $172.5 billion was spent on trade promotions, digital, consumer promotions, and retailer-exclusive marketing. Total spend on digital rebates grew 26% year-over-year in the first half of 2022, and the digital promotions market is projected to grow at an 18.5% compound annual growth rate from 2023 to 2030.

The Ibotta Performance Network

The IPN provides an at-scale success-based marketing solution for the CPG industry. By using the IPN, CPG brands and their media agencies can create digital offers and match and distribute them in a coordinated manner across multiple publisher properties. These publishers include large retailers, which display our offers on their websites, as well as Ibotta's D2C properties, which consist of our mobile app, website, and browser extension, which are popular tools for savings-oriented consumers. The IPN is powered by our proprietary, AI-enabled technology platform, which takes advantage of a unique set of purchase data that we receive through POS integrations with retailers.



Note: Delivery Service Providers, Banks, and Other Non-Retailer Websites are future targets.

The key components of our network are as follows:

Offer sourcing. Ibotta's sales team directly sources digital offers from over 2,400 different CPG brands as of December 31, 2023, and in some cases their media buying agencies.

Technology platform. Our cloud-based, AI-driven technology platform is built on an open architecture that enables us to deliver millions of offers from CPG brands to consumers across our network of publishers. The key components of this platform include:

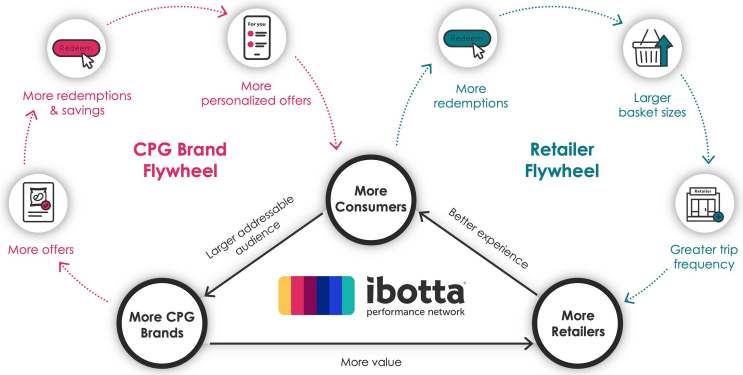
- **Purchase data.** We receive and process a large amount of item-level consumer purchase data from our retailer POS integrations and use that data to process offer redemptions and help drive high return on investment outcomes for CPG brands.
- **AI offer engine.** We help our clients determine the optimal offer value, offer cadence, offer breadth, and targeting criteria for a given campaign, based on their strategic objectives. Using AI, we build recommenders that are designed to match the right offers with the right consumers at the right time. With machine learning, our recommendation algorithms continuously improve, allowing us to drive higher conversion and cost efficiency for our clients.
- **Administration.** We handle all aspects of billing and collections, as well as managing cash flows. We also provide our clients with a portal that allows them to set up and refine their offer parameters, as well as monitor and analyze their campaign performance.
- **Risk management.** We help minimize offer stacking by ensuring that a consumer who earns a reward for redeeming an offer on Ibotta's app cannot earn a second, redundant reward on a third-party publisher for the same underlying purchase.

Distribution via publishers. We match and distribute our digital offers through retailer publishers and Ibotta D2C properties, with additional distribution channels planned for the future. We have formed strategic, and in some cases, exclusive relationships with large retailers such as Walmart, Dollar General, and Family Dollar.

The above components of our network work together to create interconnected flywheels that can over time strengthen and accelerate the value of the IPN for our constituents.

CPG brand flywheel. The more offers CPG brands sponsor, the greater value we are able to deliver to consumers, and the more likely that they continue to engage with and recommend our offers to friends. The more consumers engage, the more investment we receive from both new and existing CPG brands that are eager to influence the greater spending power of this audience.

Retailer flywheel. As retailers make offers easier to redeem, more consumers use them, which in turn attracts greater investments in offers from CPG brands, which ultimately results in more consumers using the retailer's loyalty program.



Our Competitive Strengths

We believe the following attributes and capabilities represent our core strengths and provide us with valuable competitive advantages.

"One-stop shop" for national promotions. Ibotta provides CPG brands with a comprehensive solution that simplifies and streamlines the entire digital promotions process from end-to-end.

Shared success model that aligns our incentives with our clients' incentives. Our innovative fee-per-sale model increases the cost efficiency of digital marketing within the CPG industry. We only make money when CPG brands make money, and this alignment of incentives creates trust and encourages them to invest more on the IPN over time.

Audience scale capable of moving substantial sales volumes for clients. Built over a decade, the IPN represents the largest item-level network of CPG brands, publishers, and consumers in the digital promotion space. We believe this scale positions the IPN as a viable alternative to top-of-funnel media tactics such as TV and programmatic media.

Ability to access national promotions budgets, leveraging our large D2C business. Ibotta's sales team has over a decade of experience building relationships with thousands of CPG brands and sourcing offers for placement on our widely used app, and more recently for distribution across our broader network. This gives Ibotta an advantage in winning business with new retailer publishers because our competitors cannot match the same volume of incremental, national offers.

Strong partner network that includes leading retailers. As CPG brands place promotions on the IPN, their products place pressure on those brands' competitors to engage with Ibotta to help them remain competitive. We believe this bandwagon effect has and will continue to help Ibotta grow revenue with clients.

Single source of truth for coordinated offer delivery. Before the introduction of the IPN, CPG brands had to stagger their digital promotions to prevent them from overlapping or being stacked with each other. The IPN made it possible for CPG brands to deliver digital promotions across retailers without the risk that their promotions could be redeemed in more than one publisher environment for a single purchase.

Powerful AI-driven technology that leverages a highly differentiated data set. We use cloud-based, serverless technology to ingest and process vast amounts of cross-retailer, item-level purchase data. This valuable dataset powers our proprietary AI models and helps us get better and better at recommending the right offers to consumers and creating the right types of offers for our clients.

Privacy-compliant approach to digital marketing. The core of Ibotta's solution does not rely on third-party cookies for targeting and measurement. Instead, consumers voluntarily provide their purchase data in order to receive rewards and personalized offers.

Ibotta's Value Proposition

Value for CPG brands

- Grow market share efficiently through success-based marketing at-scale
- Drive verified incremental sales
- Enable seamless, coordinated campaign execution and measurement
- Receive valuable data and insights

Value for Publishers

- Drive more revenue and consumer engagement through differentiated rewards content
- Grow revenue from Retail Media Networks (RMNs)
- Build customer loyalty by enabling closed-loop rewards instead of discounts
- Reduce time and investment for building and maintaining a rewards infrastructure
- Receive valuable ongoing consultation regarding rewards best practices

Value for Consumers

- Receive savings on everyday items
- Earn rewards easily through seamless, convenient, and intuitive digital interfaces

Growth Strategies

We intend to capitalize on our large market opportunity with the following key growth strategies.

Grow our audience. To deliver more redemptions in the future, we plan to reach more consumers with our digital offers. Ibotta will seek to continue to grow the audience that we reach through the IPN through increased penetration at existing publishers and by adding to the network of third-party publishers.

- **Grow redeemers on existing third-party publisher properties.** We believe there is significant opportunity to grow the audience at existing third-party publishers.
- **Add new third-party publishers in grocery.** We are focused on expanding our audience by building new partnerships with retailers.
- **Expand into new categories of publishers.** In addition to expanding within the grocery channel, Ibotta may also seek to publish its content on the properties of delivery service providers, specialty retailers, and other, non-retailer publishers.

Add offers. We have observed a strong correlation between the offers we make available to consumers and the number of redemptions we generate. We will seek to grow investment from our existing CPG brands, while also seeking to expand into new brands and categories.

- **Grow investment from current clients.** Within each client that invests in Ibotta today, we believe there is a significant opportunity to grow their budget invested to keep up with the growth of our audience. Additionally, many of our clients have multiple brands within their portfolio, and we only service a subset of those brands today.
- **Expand our client base.** While we already work with many of the CPG companies in the United States, there are still many CPG companies that do not yet use our services. Additionally, we have significant untapped opportunities in general merchandise categories such as toys, clothing, beauty, electronics, pet, home goods, and sporting goods.
- **Continue to enhance the IPN through innovation.** We will continue to invest in technology to further develop and accelerate the growth of the IPN for CPG brands, publishers, and consumers. As the data generated by the IPN grows, we believe Ibotta will generate more valuable insights about purchase behavior and market trends and may be able to automatically optimize recommendations for consumers as well as campaigns for clients based on real-time data from across the network.

Recent Developments

Preliminary Financial Results for the Three Months Ended March 31, 2024 (unaudited)

Set forth below are preliminary estimates of selected unaudited financial information and other information for the three months ended March 31, 2024, and actual unaudited financial results for the three months ended March 31, 2023. We have provided ranges of certain preliminary results below because our closing procedures for our fiscal quarter ended March 31, 2024 are not yet complete. Our final results remain subject to the completion of management's final review and our other closing procedures or subsequent events. Accordingly, you should not place undue reliance on our preliminary results set forth below, which may differ from actual results. These preliminary estimates are forward-looking statements. Our unaudited financial results as of the three months ended March 31, 2024 will not be finalized until after the completion of this offering. During the course of the preparation of our unaudited financial statements and the notes thereto by management, additional items that require adjustments to the preliminary results presented below may be identified. See "Management's Discussion and Analysis of Financial Condition and Results of Operation-Critical Accounting Policies and Estimates" and "Special Note Regarding Forward-Looking Statements."

The preliminary financial results included in this prospectus has been prepared by and is the responsibility of our management. Our independent registered public accounting firm, KPMG LLP, has not audited, reviewed, compiled, or applied any procedures with respect to the preliminary financial results. Accordingly, KPMG LLP does not express an opinion or any other form of assurance with respect thereto.

The preliminary results provided below do not represent a comprehensive statement of our financial results and should not be viewed as a substitute for the financial statements prepared in accordance with U.S. generally accepted accounting principles (GAAP). In addition, the preliminary results for the three months ended March 31, 2024 are not necessarily indicative of the results to be achieved in any future period. For additional information regarding the presentation of our financial information, see the section titled "Management's Discussion and Analysis of Financial Condition and Results of Operations," our financial statements and the related notes, and our condensed combined statement of operations included elsewhere in this prospectus.

The following table reflects certain preliminary results for the three months ended March 31, 2024 and actual financial results derived from our financial statements for the three months ended March 31, 2023:

	Three months ended March 31, 2024		
	Low (Estimated)	High (Estimated)	Three months ended March 31, 2023
	(in thousands, except percentages)		
Revenue	$ 80,800	$ 82,300	$ 57,691
Gross profit	$ 70,200	$ 71,800	$ 46,441
Income (loss) from operations	$ 14,100	$ 15,900	$ (942)
Net income (loss)	$ 7,300	$ 9,300	$ (4,283)
Net income (loss) as a percent of revenue	9 %	11 %	(7)%
Adjusted EBITDA[(1)]	$ 21,000	$ 22,700	$ 2,504
Adjusted EBITDA margin[(1)]	26 %	28 %	4 %

(1) Adjusted EBITDA and Adjusted EBITDA margin are not calculated in accordance with GAAP. For more information regarding our use of Adjusted EBITDA and Adjusted EBITDA margin see the section titled "Management's Discussion and Analysis of Financial Condition and Results of Operations—Performance Metrics and Non-GAAP Measures." See below for a reconciliation of net income (loss) to Adjusted EBITDA and net income (loss) as a percent of revenue to Adjusted EBITDA margin, the most directly comparable financial measures calculated in accordance with GAAP.

	Three months ended March 31, 2024			Three months ended March 31, 2023
	Low (Estimated)	High (Estimated)		
		(in thousands)		
Direct-to-consumer revenue				
Redemption revenue	$ 32,400	$ 33,000		$ 33,271
Ad & other revenue	14,000	14,300		15,988
Total direct-to-consumer revenue	46,400	47,300		49,259
Third-party publishers revenue				
Redemption revenue	34,400	35,000		8,432
Ad & other revenue	—	—		—
Total third-party publishers revenue	34,400	35,000		8,432
Total				
Redemption revenue	66,800	68,000		41,703
Ad & other revenue	14,000	14,300		15,988
Total revenue	$ 80,800	$ 82,300	$82.3	$ 57,691

For the three months ended March 31, 2024, we expect revenue to be between $80.8 million and $82.3 million, representing an estimated increase of approximately 40% and 43%, compared to revenue of $57.7 million for the three months ended March 31, 2023. We expect the increase in revenue to primarily come from third-party publishers' revenue driven by the expansion of revenue related to Walmart, which initially launched in the third quarter of 2022 to members of Walmart's paid membership program, Walmart+, and expanded to all Walmart customers with a Walmart.com account in the third quarter of 2023.

For the three months ended March 31, 2024, we expect total gross profit to be between $70.2 million and $71.8 million, compared to total gross profit of $46.4 million for the three months ended March 31, 2023, primarily due to increased third-party publishers' revenue.

For the three months ended March 31, 2024, we expect income from operations to be between $14.1 million and $15.9 million, compared to loss from operations of $(0.9) million for the three months ended March 31, 2023, primarily due to increased third-party publishers' revenue partially offset by increased business-to-business (B2B) marketing expense, increased stock-based compensation expense associated with the Walmart Warrant, and increased media spend.

For the three months ended March 31, 2024, we expect net income to be between $7.3 million and $9.3 million, compared to net loss of $(4.3) million for the three months ended March 31, 2023. For the three months ended March 31, 2024, net income as a percentage of revenue is expected be between 9% and 11%, compared to net loss as a percentage of revenue of (7)% for the three months ended March 31, 2023.

For the three months ended March 31, 2024, adjusted EBITDA is expected to be between $21.0 million and $22.7 million, compared to adjusted EBITDA of $2.5 million for the three months ended March 31, 2023. For the three months ended March 31, 2024, adjusted EBITDA margin is expected to be between 26% and 28%, compared to adjusted EBITDA margin of 4% for the three months ended March 31, 2023.

The following table reconciles expected net income to expected adjusted EBITDA for the three months ended March 31, 2024, and reconciles net loss to adjusted EBITDA for the three months ended March 31, 2023.

	Three months ended March 31, 2024		Three months ended March 31, 2023
	Low (Estimated)	High (Estimated)	
	(in thousands)		
Net income (loss)	$ 7,300	$ 9,300	$ (4,283)
Interest expense, net [1]	1,800	1,800	1,672
Depreciation and amortization	1,900	1,900	1,615
Stock-based compensation	5,000	4,850	1,829
Change in fair value of derivative	1,700	1,700	1,500
Provision for income taxes	3,300	3,150	166
Other expense	—	—	5
Adjusted EBITDA	$ 21,000	$ 22,700	$ 2,504
Revenue	$ 80,800	$ 82,300	$ 57,691
Net income (loss) as a percent of revenue	9 %	11 %	(7)%
Adjusted EBITDA margin	26 %	28 %	4 %

(1) Interest expense, net is comprised of interest on outstanding debt instruments, net of interest income earned on cash and cash equivalents.

We estimate that cash and cash equivalents to be between $78.5 million and $79.5 million as of March 31, 2024, compared to $62.6 million as of December 31, 2023.

Risk Factors Summary

Our business is subject to numerous risks and uncertainties that you should consider before investing in our Company. These risks are described more fully in the section titled “Risk Factors” in this prospectus. These risks include, but are not limited to, the following:

- We have a history of net losses, we anticipate increasing expenses in the future, and we may not be able to continue to be profitable.
- Our business, financial condition, results of operations, and prospects will be adversely affected if we do not renew, maintain, and expand our relationships with existing publishers and add new publishers to the IPN, or if our publishers experience (as they have previously) downturns, store closures, or failures of their own businesses, or fail to adopt our additional offerings or fulfillment methods.
- We are also dependent on our publishers to take steps to integrate with the IPN and to maximize and encourage offer redemption, including decisions relating to user experience and design, marketing, and proper maintenance of their technology.
- If we fail to maintain or grow offer redemptions on our network, our revenues and business may be negatively affected.
- Our business, financial condition, results of operations, and prospects will suffer if CPG brands do not use our network for digital promotions.
- We may not be able to sustain our revenue growth rate in the future.
- We provide content to publishers indirectly through third-party technology partners and our business, financial condition, results of operations, and prospects will be adversely affected if we do not renew, maintain and expand our relationships with such third-party technology partners.

- We expect a number of factors to cause our results of operations to fluctuate on a quarterly and annual basis, which may make it difficult to predict our future performance.
- Macroeconomic conditions, including slower growth or a recession and supply chain disruptions, have previously and could continue to adversely affect our business, financial condition, results of operations, and prospects.
- Competition presents an ongoing threat to the success of our business.
- Our business, financial condition, results of operations, and prospects will suffer if we do not renew, maintain and expand our relationships with retailers.
- If we fail to effectively manage our growth, our business, financial condition, results of operations, and prospects could be adversely affected.
- We have a limited operating history and operate in an evolving industry, which makes it difficult to evaluate our future prospects and may increase the risk that we will not be successful.
- We are making substantial investments in our technologies, and if we do not continue to innovate and further develop our platform, our platform developments do not perform, or we are not able to keep pace with technological developments, we may not remain competitive, and our business and results of operations could suffer.
- We have previously identified material weaknesses in our internal controls over financial reporting and if we are unable to maintain effective internal controls or if we identify additional material weaknesses in the future, we may not be able to accurately or timely report our financial condition or results of operations, which may adversely affect our business, financial condition, results of operations, and prospects.
- The dual class stock structure of our common stock will have the effect of concentrating voting control with Bryan Leach, our Founder, Chief Executive Officer and President and a member of our board of directors, which will generally preclude your ability to influence the outcome of matters submitted to our stockholders for approval, subject to limited exceptions, including the election of our board of directors, the adoption of amendments to our certificate of incorporation and bylaws (where adopted by stockholders), and the approval of any merger, consolidation, sale of all or substantially all of our assets, or other major corporate transactions.
- Although we do not expect to rely on the “controlled company” exemption under the listing standards of the New York Stock Exchange, we expect to have the right to use such exemption and therefore we could in the future avail ourselves of certain reduced corporate governance requirements.

Corporate Information

We were incorporated in 2011 as Zing Enterprises, Inc., a Delaware corporation. In 2012, we changed our name to Ibotta, Inc. Our principal executive office is located at 1801 California Street, Suite 400, Denver, Colorado 80202, and our telephone number is 303-593-1633. Our website address is https://www.ibotta.com. Information contained on, or that can be accessed through, our website is not incorporated by reference into this prospectus and should not be considered to be part of this prospectus.

We use Ibotta, the Ibotta logo, the IPN logo, and other marks as trademarks in the United States. This prospectus contains references to our trademarks and service marks and to those belonging to other entities. Solely for convenience, trademarks and trade names referred to in this prospectus, including logos, artwork, and other visual displays, may appear without the ® or TM symbols, but such references are not intended to indicate in any way that we will not assert, to the fullest extent under applicable law, our rights, or the rights of the applicable licensor to these trademarks and trade names. We do not intend

our use or display of other entities' trade names, trademarks, or service marks to imply an endorsement or sponsorship of us by any other entity.

Status as a Controlled Company

As a result of our dual class common stock structure, Bryan Leach, our Founder, Chief Executive Officer and President and a member of our board of directors, and entities affiliated with Mr. Leach, will be able to exercise voting control with respect to an aggregate of 3,137,427 shares of our Class B common stock, representing approximately 69.74% of the total voting power of our outstanding capital stock upon completion of this offering. Mr. Leach will have the authority to vote the shares of Class B common stock at his discretion on all matters to be voted upon by stockholders. Therefore, we will be considered a "controlled company" as that term is set forth in the listing standards of the New York Stock Exchange. Under these listing standards, a company in which over 50% of the voting power for the election of directors is held by an individual, a group, or another company is a "controlled company" and may elect not to comply with certain listing standards of the New York Stock Exchange regarding corporate governance including the requirements (1) that a majority of our board of directors consist of independent directors, (2) the compensation committee and nominating and corporate governance committee be comprised entirely of independent members and (3) to make the charters for each of the compensation committee and nominating and corporate governance committee available on the Company's website. These requirements would not apply to us if, in the future, we choose to avail ourselves of the "controlled company" exemption. Although we qualify as a "controlled company," we do not currently expect to rely on these exemptions and intend to fully comply with all corporate governance requirements under the listing standards of the New York Stock Exchange.

However, if we were to utilize some or all of these exemptions, we would not comply with certain of the corporate governance standards of the New York Stock Exchange, which could adversely affect the protections for other stockholders.

In addition, our "controlled company" status will generally preclude our stockholders' ability to influence the outcome of matters submitted to our stockholders for approval, subject to limited exceptions, including the election of our board of directors, the adoption of amendments to our certificate of incorporation and bylaws (where adopted by stockholders), and the approval of any merger, consolidation, sale of all or substantially all of our assets, or other major corporate transactions.

Implications of Being an Emerging Growth Company

We are an "emerging growth company" as defined in the Jumpstart Our Business Startups Act of 2012, as amended (JOBS Act). We will remain an emerging growth company until the earliest to occur of: (i) the last day of the fiscal year in which we have more than $1.235 billion in annual revenue; (ii) the date we qualify as a "large accelerated filer," with at least $700 million of equity securities held by non-affiliates; (iii) the date on which we have issued, in any three-year period, by us of more than $1.0 billion in non-convertible debt securities; and (iv) the last day of the fiscal year ending after the fifth anniversary of our initial public offering.

As a result of this status, we have elected to take advantage of reduced reporting requirements in the registration of which this prospectus forms a part and may elect to take advantage of other reduced reporting requirements in our future filings with the Securities and Exchange Commission (SEC). In particular, in this prospectus we have not included all of the executive compensation-related information that would be required if we were not an emerging growth company. In addition, the JOBS Act provides that an emerging growth company can take advantage of an extended transition period for complying with new or revised accounting standards, delaying the adoption of these accounting standards until they would apply to private companies. We intend to elect to use this extended transition period to enable us to comply with new or revised accounting standards that have different effective dates for public and private companies until the earlier of the date we (i) are no longer an emerging growth company or (ii) affirmatively and irrevocably opt out of the extended transition period provided in the JOBS Act. As a

result, our financial statements may not be comparable to companies that comply with the new or revised accounting standards as of public company effective dates.

THE OFFERING

Class A common stock offered by us	2,500,000 shares
Class A common stock offered by the selling stockholders	3,125,000 shares
Class A common stock to be outstanding immediately after this offering	27,221,509 shares (which number would not change if the underwriters exercise their option to purchase additional shares of common stock in full).
Class B common stock to be outstanding immediately after this offering	3,137,427 shares
Class A and B common stock to be outstanding immediately after this offering	30,358,936 shares (which number would not change if the underwriters exercise their option to purchase additional shares of common stock in full).
Option to purchase additional shares	The selling stockholders have granted the underwriters an option exercisable for a period of 30 days to purchase up to 843,750 additional shares of our Class A common stock.
Use of proceeds	We estimate that the net proceeds to us from the sale of the shares of our Class A common stock in this offering will be approximately $178.5 million, based upon an assumed initial public offering price of $80.00 per share, which is the midpoint of the price range set forth on the cover page of this prospectus, and after deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us. We will not receive any proceeds from the sale of shares of our Class A common stock by the selling stockholders. We intend to use the net proceeds we receive from this offering for general corporate purposes, including working capital, operating expenses, and capital expenditures. See the section titled "Use of Proceeds" for more information.
Risk factors	See the section titled "Risk Factors" and other information for a discussion of factors you should carefully consider before deciding to invest in shares of our Class A common stock.

Voting Rights	We will have two series of common stock: Class A common stock and Class B common stock. Shares of Class A common stock are entitled to one vote per share. Shares of Class B common stock are entitled to twenty votes per share. Holders of our Class A common stock and Class B common stock will generally vote together as a single series, unless otherwise required by law or our amended and restated certificate of incorporation. Upon completion of this offering, Bryan Leach, our Founder, Chief Executive Officer and President and a member of our board of directors, and entities affiliated with Mr. Leach will hold approximately 69.74% of the voting power of our outstanding capital stock in the aggregate, which voting power may increase over time as Mr. Leach's equity awards which are outstanding at the time of the completion of this offering are exercised or vested. If all such equity awards held by Mr. Leach had been exercised or vested and exchanged for shares of Class B common stock as of the date of the completion of this offer, Mr. Leach and entities affiliated with Mr. Leach would collectively hold 77.13% of the voting power of our outstanding capital stock. As a result, Mr. Leach generally will be able to determine any action requiring the approval of our stockholders, subject to limited exceptions, including the election of our board of directors, the adoption of amendments to our certificate of incorporation and bylaws (where adopted by stockholders), and the approval of any merger, consolidation, sale of all or substantially all of our assets, or other major corporate transactions. Additionally, our executive officers, directors, and holders of 5% or more of our capital stock will hold, in the aggregate, approximately 84.37% of the voting power of our outstanding capital stock following this offering. See the sections titled "Principal and Selling Stockholders" and "Description of Capital Stock" for additional information.
Proposed NYSE trading symbol	"IBTA"
Directed share program	At our request, the underwriters have reserved up to 5% of the shares of Class A common stock offered by this prospectus for sale at the initial public offering price per share of through a directed share program to certain persons identified by management, which may include certain members of our board of directors. The number of shares of Class A common stock available for sale to the general public will be reduced by the number of reserved shares sold to these individuals. Any reserved shares not purchased by these individuals will be offered by the underwriters to the general public on the same basis as the other shares of Class A common stock offered by this prospectus. See the section titled "Underwriting—Directed Share Program."

The number of shares of our Class A common stock and Class B common stock to be outstanding after this offering is based on 24,193,509 shares of our Class A common stock and 3,668,427 shares of

our Class B common stock outstanding as of December 31, 2023 after giving effect to the Capital Stock Conversion, Reclassification, Class B Stock Exchange, and Notes Conversion (each as described below), as if they had occurred on December 31, 2023, and reflects:

- 17,245,954 shares of our convertible preferred stock that will automatically convert into an equal number of shares of our Class A common stock immediately prior to the effectiveness of the filing of our amended and restated certificate of incorporation filed in connection with this offering. We refer to this conversion of our convertible preferred stock into Class A common stock as the Capital Stock Conversion;
- 5,652,756 shares of common stock outstanding, which shares will be reclassified into an equal number of shares of Class A common stock in connection with the filing of our amended and restated certificate of incorporation filed in connection with this offering. We refer to this reclassification of our common stock into Class A common stock as the Reclassification;
- 3,668,427 shares of our Class B common stock outstanding after giving effect to the Reclassification, which reflects shares of our Class A common stock outstanding and beneficially owned by Bryan Leach and certain related entities as of December 31, 2023 that will be exchanged for an equivalent number of shares of our Class B common stock immediately following the effectiveness of the filing of our amended and restated certificate of incorporation filed in connection with this offering. We refer to this exchange as the Class B Stock Exchange; and
- 1,294,799 shares of our Class A common stock that will be issued upon the automatic conversion of $75.1 million in convertible unsecured subordinated promissory notes, which will occur concurrently upon the closing of this offering, based upon an assumed initial public offering price of $80.00 per share, which is the midpoint of the price range set forth on the cover page of this prospectus. We refer to this conversion of our convertible notes into Class A common stock as the Notes Conversion.

The number of shares of our Class A common stock and Class B common stock to be outstanding as of December 31, 2023 after giving effect to the Capital Stock Conversion, Reclassification, and Class B Stock Exchange, as if they had occurred on December 31, 2023, excludes the following:

- 4,516,612 shares of our Class A common stock issuable upon exercise of options to purchase shares of our Class A common stock outstanding as of December 31, 2023 under our 2011 Equity Incentive Plan (2011 Plan), at a weighted average exercise price of $14.34 per share;
- 184,148 shares of our Class A common stock issuable upon the exercise of options to purchase shares of our Class A common stock that we granted after December 31, 2023 under our 2011 Plan, at an exercise price of $31.15 per share;
- 305,172 shares of Class A common stock issuable upon the vesting and settlement of restricted stock unit awards that we granted after December 31, 2023 under our 2011 Plan, up to 8,973 of which were issued to Bryan Leach, our Founder, Chief Executive Officer and President and member of our board of directors that can be exchanged for a number of shares of Class B common stock of equivalent value pursuant to the Equity Exchange Right Agreement (as defined below);
- 707,365 shares of Class A common stock issuable upon the vesting and settlement of restricted stock unit awards to be effective immediately prior to the initial public offering, based upon an assumed initial public offering price of $80.00 per share, which is the midpoint of the price range set forth on the cover page of this prospectus, up to 413,213 of which will be granted to Bryan Leach that can be exchanged for a number of shares of Class B common stock of equivalent value pursuant to the Equity Exchange Right Agreement;

- 30,000 shares of Class A common stock issuable upon the vesting and settlement of restricted stock unit awards to be effective immediately after the completion of the initial public offering, based upon an assumed initial public offering price of $80.00 per share, which is the midpoint of the price range set forth on the cover page of this prospectus;
- 3,000 shares of Class A common stock that were repurchased by us after December 31, 2023;
- 569,736 shares of Class A common stock reserved for future issuance under our 2011 Plan as of December 31, 2023, which shares will be added to the shares to be reserved for issuance under our 2024 Equity Incentive Plan (2024 Plan), which will become effective on the business day immediately prior to the date of effectiveness of the registration statement of which this prospectus forms a part;
- 4,300,000 shares of our Class A common stock reserved for future issuance under our 2024 Plan as well as any automatic increases in the number of shares of our Class A common stock reserved for future issuance under the 2024 Plan;
- 715,000 shares of our Class A common stock to be reserved for future issuance under our 2024 Employee Stock Purchase Plan (ESPP), which will become effective on the business day immediately prior to the date of effectiveness of the registration statement of which this prospectus forms a part, as well as any automatic increases in the number of shares of our Class A common stock reserved for future issuance under the ESPP; and
- 4,162,957 shares of Class A common stock reserved for future issuance under the Class A common stock warrant (Walmart Warrant) held by Walmart which takes into account an anti-dilution adjustment of 634,380 shares of Class A common stock following the Notes Conversion and certain option and restricted stock unit grants made following the issuance of the Walmart Warrant. The vesting and exercise terms of the Walmart Warrant are further described in the section titled “Certain Relationships and Related Party Transactions —Agreements with Walmart.”

Immediately following the effectiveness of the amended and restated certificate of incorporation and pursuant to an equity exchange right agreement (Equity Exchange Right Agreement) entered into between us and Bryan Leach, our Founder, Chief Executive Officer and President, Mr. Leach shall have a right (but not an obligation) to require us to exchange any shares of Class A common stock received as a result of the exercise, vesting, and/or settlement of options to purchase shares of Class A common stock and/or restricted stock units covering shares of Class A common stock, in each case, outstanding immediately prior to the effectiveness of the amended and restated certificate of incorporation for a number of shares of Class B common stock of equivalent value. We refer to this right as the Equity Award Exchange. The Equity Award Exchange applies only to equity awards granted to Mr. Leach prior to the effectiveness of the filing of our amended and restated certificate of incorporation. As of December 31, 2023, there were 1,029,942 shares of our common stock subject to options held by Mr. Leach under our 2011 Plan that may be exchanged, upon exercise, for a number of shares of our Class B common stock of equivalent value following this offering.

Unless otherwise indicated, this prospectus reflects and assumes the following:

- the Capital Stock Conversion will occur immediately prior to the effectiveness of our amended and restated certificate of incorporation in Delaware filed in connection with this offering;
- the filing and effectiveness of our amended and restated certificate of incorporation in Delaware and the effectiveness of our amended and restated bylaws will each occur prior to the completion of this offering and will effect the Reclassification of our common stock into Class A common stock;

- the Class B Stock Exchange will occur immediately following the effectiveness of our amended and restated certificate of incorporation in Delaware, and the completion of this offering will occur following the Class B Stock Exchange;
- the Notes Conversion will occur concurrently upon the closing of this offering, the conversion terms which are further described in the section titled, “Certain Relationships and Related Party Transactions—2022 Promissory Notes”;
- no exercise of outstanding options after December 31, 2023; and
- no exercise by the underwriters of their option to purchase additional shares of Class A common stock from us in this offering.

SUMMARY CONSOLIDATED FINANCIAL DATA

The following tables summarize our consolidated financial and other data. We have derived the summary consolidated statement of operations data for 2023 and 2022 and summary balance sheet data as of December 31, 2023 from our audited consolidated financial statements included elsewhere in this prospectus. Our historical results are not necessarily indicative of the results that may be expected in the future. The following summary consolidated financial and other data should be read in conjunction with the section titled "Management's Discussion and Analysis of Financial Condition and Results of Operations," our consolidated financial statements and the related notes, and our condensed combined statement of operations included elsewhere in this prospectus.

	Year ended December 31,	
	2023	2022
	(in thousands, except share amounts and per share amounts)	
Consolidated Statements of Operations Data:		
Revenue	$ 320,037	$ 210,702
Cost of revenue	43,992	46,176
Gross profit	276,045	164,526
Operating expenses:		
Sales and marketing	114,756	110,069
Research and development	49,996	42,558
General and administrative	51,633	49,164
Depreciation and amortization	3,661	3,048
Total operating expenses	220,046	204,839
Income (loss) from operations	55,999	(40,313)
Other expense, net	(11,948)	(14,286)
Income (loss) before provision for income taxes	44,051	(54,599)
Provision for income taxes	(5,934)	(262)
Net income (loss)	$ 38,117	$ (54,861)
Net income (loss) per share:		
Basic	$ 4.26	$ (6.33)
Diluted	$ 1.42	$ (6.33)
Weighted average common shares outstanding:		
Basic	8,948,537	8,672,426
Diluted	26,921,567	8,672,426
Pro forma net income (loss) per share attributable to common stockholders, basic and diluted (unaudited)[1]	$ (0.33)	N/A
Pro forma weighted average common shares outstanding, basic and diluted (unaudited)[1]	27,489,290	N/A

(1) The unaudited pro forma net loss per share and the weighted-average number of shares used in the computation of the per share amounts for the year ended December 31, 2023 have been computed based upon an assumed initial public offering price of $80.00 per share, which is the midpoint of the estimated offering price range set forth on the cover page of this prospectus, after giving effect to (i) the Capital Stock Conversion, resulting in 17,245,954 shares of Class A common stock, as if such conversion had occurred on December 31, 2023, (ii) the Reclassification, resulting in 5,652,756 shares of Class A common stock, as if such Reclassification had occurred on December 31, 2023; (iii) the Class B Stock Exchange, resulting in 3,668,427 shares of Class B common stock, as if such stock exchange had occurred on December 31, 2023; (iv) the Notes Conversion, resulting in 1,294,799 shares of Class A common stock, as if such conversion had occurred on December 31, 2023; (v) the acceleration of vesting of certain stock option awards, resulting in stock-based compensation expense of $20.1

million, as if such modification had occurred as of December 31, 2023; (vi) anti-dilution adjustment to the Walmart Warrant which increased the number of shares issuable under the Walmart Warrant by 634,380 shares of Class A common stock, resulting in stock-based compensation expense of $13.2 million, as if such adjustment had occurred as of December 31, 2023 and (vii) the filing and effectiveness of our amended and restated certificate of incorporation and the adoption of our amended and restated bylaws prior to the completion of this offering. See *Note 16 - Net Income (Loss) Per Share* of the notes to our consolidated financial statements included elsewhere in this prospectus for a description of how we compute basic and diluted net income (loss) per share.

	As of December 31, 2023		
	Actual	Pro Forma [1]	Pro Forma As Adjusted [2] [3]
		(unaudited)	
		(in thousands)	
Balance Sheet Data:			
Cash and cash equivalents	$ 62,591	$ 62,591	$ 245,091
Working capital [4]	100,194	100,194	278,694
Total assets	319,790	319,790	498,290
Current liabilities	198,150	198,150	198,150
Convertible notes, net	64,448	—	—
Convertible notes derivative liability	25,400	—	—
Total liabilities	291,862	202,014	202,014
Redeemable convertible preferred stock	—	—	—
Accumulated deficit	(209,188)	(256,276)	(256,276)
Total stockholders' equity	27,928	117,776	296,276

(1) The unaudited pro forma net loss per share and the weighted-average number of shares used in the computation of the per share amounts for the year ended December 31, 2023 have been computed based upon an assumed initial public offering price of $80.00 per share, which is the midpoint of the estimated offering price range set forth on the cover page of this prospectus, after giving effect to (i) the Capital Stock Conversion, resulting in 17,245,954 shares of Class A common stock, as if such conversion had occurred on December 31, 2023, (ii) the Reclassification, resulting in 5,652,756 shares of Class A common stock, as if such Reclassification had occurred on December 31, 2023; (iii) the Class B Stock Exchange, resulting in 3,668,427 shares of Class B common stock, as if such stock exchange had occurred on December 31, 2023; (iv) the Notes Conversion, resulting in 1,294,799 shares of Class A common stock, as if such conversion had occurred on December 31, 2023; (v) the acceleration of vesting of certain stock option awards, resulting in stock-based compensation expense of $20.1 million, as if such modification had occurred as of December 31, 2023; (vi) anti-dilution adjustment to the Walmart Warrant which increased the number of shares issuable under the Walmart Warrant by 634,380 shares of Class A common stock, resulting in stock-based compensation expense of $13.2 million, as if such adjustment had occurred as of December 31, 2023 and (vii) the filing and effectiveness of our amended and restated certificate of incorporation and the adoption of our amended and restated bylaws prior to the completion of this offering.

(2) The pro forma as adjusted column in the balance sheet data table above gives effect to (i) the pro forma adjustments set forth in note 1 above, and (ii) the sale and issuance by us of shares of our Class A common stock in this offering, based upon the assumed initial public offering price of $80.00 per share, which is the midpoint of the estimated offering price range set forth on the cover page of this prospectus, and after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us. As of December 31, 2023, the Company had incurred and paid $4.0 million of the total estimated offering expenses.

(3) Each $1.00 increase or decrease in the assumed initial public offering price of $80.00 per share, which is the midpoint of the estimated offering price range set forth on the cover page of this prospectus, would increase or decrease the amount of our pro forma as adjusted cash and cash equivalents, working capital, total assets, and total stockholders' equity (deficit) by $2.3 million, assuming that the number of shares of Class A common stock offered, as set forth on the cover page of this prospectus, remains the same, after deducting estimated underwriting discounts and commissions payable by us. An increase or decrease of 1.0 million shares in the number of shares offered by us would increase or decrease, as applicable, the amount of our pro forma as

adjusted cash and cash equivalents, working capital, total assets, and total stockholders' equity (deficit) by $75.0 million, assuming the assumed initial public offering price remains the same, and after deducting estimated underwriting discounts and commissions payable by us.

(4) Working capital is defined as current assets less current liabilities.

Performance Metrics and Non-GAAP Measures

In addition to the measures presented in our consolidated financial statements, we use the following key business and non-GAAP metrics, among others, to help us evaluate our business, identify trends affecting our performance, formulate business plans, and make strategic decisions.

	Year ended December 31,	
	2023	2022
	(in thousands, except percentages and per redeemer figures)	
Redemptions	256,197	141,368
Redeemers[1]	8,232	2,901
Redemptions per redeemer	31.1	48.7
Redemption revenue per redemption	$ 0.95	$ 0.98
Revenue	$ 320,037	$ 210,702
Gross profit	$ 276,045	$ 164,526
Gross margin	86 %	78 %
Net income (loss)	$ 38,117	$ (54,861)
Net income (loss) as a percent of revenue	12 %	(26)%
Adjusted EBITDA[2]	$ 82,832	$ (27,494)
Adjusted EBITDA margin[2]	26 %	(13)%

(1) A consumer who has redeemed at least one digital offer within the quarter. If a consumer were to redeem on more than one publisher during that period, they would be counted as multiple redeemers. Annual redeemers are calculated as the average redeemers of the last four quarters.

(2) Adjusted EBITDA and Adjusted EBITDA margin are not calculated in accordance with GAAP. For more information regarding our use of Adjusted EBITDA and Adjusted EBITDA margin, and a reconciliation of Adjusted EBITDA to net income (loss) and Adjusted EBITDA margin to net income (loss) as a percent of revenue, the most directly comparable financial measures calculated in accordance with GAAP, see the section titled "Management's Discussion and Analysis of Financial Condition and Results of Operations—Performance Metrics and Non-GAAP Measures."

See the section titled "Management's Discussion and Analysis of Financial Condition and Results of Operations—Performance Metrics and Non-GAAP Measures" included elsewhere in this prospectus for a description of, and additional information about, these non-GAAP measures and performance metrics.

RISK FACTORS

Investing in our Class A common stock involves a high degree of risk. You should carefully consider the risks described below, as well as the other information in this prospectus, including our audited consolidated financial statements and the related notes included elsewhere in this prospectus and the section titled "Management's Discussion and Analysis of Financial Condition and Results of Operations," before deciding whether to invest in our Class A common stock. The occurrence of any of the events or developments described below could harm our business, financial condition, results of operations, and growth prospects. In such an event, the market price of our Class A common stock could decline, and you may lose all or part of your investment. Additional risks and uncertainties not presently known to us or that we currently deem immaterial also may impair our business operations and the market price of our Class A common stock.

Risks Related to our Business

We have a history of net losses, we anticipate increasing expenses in the future, and we may not be able to continue to be profitable.

We have a history of net losses. For example, we incurred a net loss of $54.9 million for the year ended December 31, 2022 and as of December 31, 2023, we had an accumulated deficit of $209.2 million. While we achieved profitability for the fiscal year ended December 31, 2023, we may not be able to continue to be profitable. We expect our costs will increase over time as we expect to invest significant additional funds towards growing our business and operating as a public company. See the risk factor below titled "Even if this offering is successful, operating and growing our business may require additional capital, and if capital is not available to us, our business, financial condition, results of operations, and prospects, may suffer." We have expended and expect to continue to expend substantial financial and other resources on developing our platform, including expanding our solutions, developing or acquiring new platform features and solutions, and increasing our sales and marketing efforts. These efforts may be more costly than we expect and may not result in increased revenue or growth in our business. Any failure to increase our revenue sufficiently to keep pace with our investments and other expenses could prevent us from achieving profitability or positive cash flow on a consistent basis. If we are unable to successfully address these risks and challenges as we encounter them, our business, financial condition, results of operations, and prospects could be adversely affected.

Our ability to maintain profitability is impacted by growth in our network and our ability to drive operational efficiencies in our business. Our efforts to maintain profitability may not succeed due to factors such as evolving consumer behavior trends in shopping, consumer engagement and retention, our ability to maintain and expand our relationships with publishers, CPG brands, and retailers; our ability to hire and retain highly skilled personnel; unfavorable macroeconomic conditions (such as inflationary pressures); our ability to effectively scale our operations; and the continuing evolution of the industry, many of which are beyond our control.

Our ability to maintain profitability also depends on our ability to manage our costs. We have expended and expect to continue to expend substantial financial and other resources to:

- increase the engagement and investment levels of publishers, CPG brands, retailers, and consumers;
- increase the number and variety of publishers that participate in the Ibotta Performance Network (IPN), including retailer publishers;
- grow our sales force which we expect will increase our sales and marketing expense in the foreseeable future;
- our ability to negotiate favorable revenue sharing terms with third-party publishers;

- drive adoption of Ibotta through marketing and incentives and increase awareness through brand campaigns; and
- invest in our operations to continue scaling our business to achieve and sustain long-term efficiencies.

These investments may contribute to net losses in the near term. We may discover that these initiatives are more expensive than we currently anticipate, and we may not succeed in increasing our revenue sufficiently to offset these expenses or realize the benefits we anticipate. Certain initiatives may also require incremental investments or recurring expenses and may not be accretive to revenue growth, margin, or profitability for a longer time period, if at all. Many of our efforts to increase revenue and manage operating costs are new and unproven given the unique and evolving complexities of our business and the evolving nature of the industry. Any failure to adequately increase revenue or manage operating costs could prevent us from maintaining profitability. In addition, we may make concessions to publishers, CPG brands, and retailers that are designed to maximize profitability in the long-term but may decrease profitability in the short-term. As a result, the impact of concessions on our financial results may continue into future periods or have higher impacts than we anticipate. We may also incur higher operating expenses as we implement strategic initiatives, including in response to external pressures such as competition, retailer consolidation, and evolving consumer behavior trends in shopping. For example, we expect that sales and marketing will increase for the foreseeable future, primarily stemming from increased headcount and marketing efforts. Additionally, we may not realize, or there may be limits to, the efficiencies we expect to achieve through our efforts to scale the business, reduce friction in the direct-to-consumer (D2C) shopping experience, customer support, and consumer acquisition and onboarding costs. Our efforts to encourage the growth of loyalty programs on third-party publishers' apps and websites may cause fewer consumers to use our D2C properties, leading to a loss of revenue and adversely affecting our financial position. We will also face greater compliance costs associated with the increased scope of our business and being a public company.

We may encounter unforeseen operating expenses, difficulties, complications, delays, and other factors, including as we expand our business, execute on strategic initiatives, and navigate macroeconomic uncertainty, which may result in losses or a failure to generate profitable growth in future periods.

As such, due to these factors and others described in this "Risk Factors" section, including the risk factor titled, "We may not be able to sustain our revenue growth rate in the future", we may not be able to maintain profitability or generate profitable growth in the future. If we are unable to maintain profitability, the value of our business and the trading price of our Class A common stock may be negatively impacted.

Our business, financial condition, results of operations, and prospects will be adversely affected if we do not renew, maintain, and expand our relationships with existing publishers and add new publishers to the IPN, or if our publishers experience (as they have previously) downturns, store closures, or failures of their own businesses, or fail to adopt our additional offerings or fulfillment methods.

Our business, financial condition, results of operations, and prospects will be adversely affected if we do not renew, maintain, and expand our relationships with existing publishers and add new publishers to the IPN. We provide offers on a white-label basis to Walmart Inc., a Delaware corporation (Walmart), Dollar General Corporation (Dollar General), Shell plc (Shell), Exxon Mobil Corporation (Exxon), The Kroger Co., (Kroger), and other retailers. We have invested heavily in the IPN, which matches and distributes offers across a variety of publisher sites. Our contract negotiation process with such publishers can be lengthy, which can contribute to variability in our revenue generation and makes our revenue difficult to forecast. As a result, it is difficult to predict our ability to form new partnerships with publishers, and our revenue could be lower than expected, which would have an adverse effect on our business, financial condition, results of operations, and prospects.

We match and distribute our digital offers through large retailer publishers, grocery retailers, and Ibotta D2C properties. If we do not renew, maintain and expand these relationships or add new publishers, our business will be negatively affected. We rely heavily on our publishers to match and distribute our digital promotions content, with a substantial portion of our white-label redemptions originating from offer selections on their websites and mobile applications. In particular, the Walmart Program Agreement is a multi-year arrangement and automatically renews for successive twenty-four month periods unless either party provides notice of termination at least 180 days prior to the expiration of the applicable period. The Walmart Program Agreement can be terminated by Walmart with at least 270 days notice to us (provided that Walmart cannot replace us during the then-remaining term of the Walmart Program Agreement with a digital offers program created by Walmart or a third-party), and may be terminated under certain circumstances including for material breach by either party. If Walmart terminated or elected not to renew the Walmart Program Agreement with us, our business, financial condition, results of operations, and prospects would be adversely affected.

Publishers may also ask to modify their agreement terms in a cost-prohibitive or strategically detrimental manner when their agreements are up for renewal. Our inability to maintain our relationships with our publishers on terms consistent with or better than those already in place and that are otherwise favorable to us could increase competitive pressure and/or offering pricing, and otherwise adversely affect our business, financial condition, results of operations, and prospects. Retailer consolidation may also result in a decrease in or cessation of engagement with Ibotta, or result in Ibotta receiving less favorable contract terms with the consolidated entity. Publishers have and could in the future also experience downturns, store closures, or failures (including due to macroeconomic pressures) of their own businesses, or fail to adopt our additional offerings or fulfillment methods, or cease using Ibotta altogether for many reasons.

We are also dependent on our publishers to take steps to integrate with the IPN and to maximize and encourage offer redemption, including decisions relating to user experience and design, marketing, and proper maintenance of their technology.

We are dependent on publishers to integrate to the IPN since publishers have a significant amount of control over their integration to the IPN, including their user experience and marketing. We are also dependent on publishers' timelines, and the amount of time, effort, and support provided by publishers and publishers' third-party service providers to implement the IPN and to maintain their technology to support the IPN after integration, all of which can vary for each publisher. Certain decisions by publishers could result in an unsuccessful integration of a publisher to the IPN, including lower user experience or delay the addition of a publisher to the IPN, which would negatively impact our business, financial condition, results of operations, and prospects.

We are also highly dependent on our publishers' efforts to promote their loyalty programs and decisions they make relating to their loyalty programs, and we have limited ability, if any, to control and predict such decisions by publishers. We cannot control, and in many cases cannot predict, the timing of various publisher initiatives, such as the marketing of their loyalty programs, which may have an outsized impact on the number of redemptions occurring on their properties. For example, a failure of publishers to increase awareness and usage of offers on their loyalty programs could result in a reduced number of redemptions on our network.

If we fail to maintain or grow offer redemptions on our network, our revenues and business may be negatively affected.

Both the redeemers and our redeemers' level of redemptions are critical to our success. For 2023, total redeemers were approximately 8.2 million. For clarity, if one consumer were to redeem on more than one publisher, they would be counted as a redeemer on each publisher. We have in the past experienced fluctuations and declines in the pace of growth of redeemers and could in the future be unable to grow or increase the engagement of our redeemers and as a result our business may suffer. If we are unable to maintain and expand the use by consumers of digital promotions in our network or if we do not do so to a

greater extent than our competitors, publishers, CPG brands, and retailers may find that offering digital promotions on our network do not reach consumers with the scale and effectiveness that is compelling to them.

Any number of factors can negatively affect growth in the number of redeemers, redemptions per redeemer, and redemptions on our network, including if:

- our publishers, CPG brands, and retailers reduce, suspend, or terminate their relationship with us;
- we are unable to convince consumers of the value of the IPN and publishers of the value of white-label retailer loyalty programs that leverage our offers and technology;
- our publishers, CPG brands, and retailers do not devote sufficient time, resources, or funds to the promotion of our network and marketing of our digital promotions;
- CPG brands reduce their investment in offers and offer inventory suffers, which could occur for a variety of reasons, including reduced marketing budgets or supply chain disruptions, which has occurred from time to time with our CPG brands;
- we are unable to provide a broad range of valuable offers;
- we are unable to deliver a user-friendly experience to consumers;
- consumers increasingly use competitors' platforms;
- consumers have difficulty installing, updating, or otherwise accessing our platform as a result of actions by us or third parties;
- there are concerns on consumer data practices, concerns about the nature of content made available on our products and offerings, or concerns related to privacy, security or other factors;
- we are unable to manage and prioritize offers to ensure consumers are presented with offers that are appropriate, interesting, useful, and relevant to them;
- we adopt terms, policies, or procedures related to areas such as sharing, content, consumer data, or advertising, or we take, or fail to take, actions to enforce our policies, that are perceived negatively by consumers;
- we undertake initiatives designed to attract and retain consumers, including the use of new technologies such as Artificial Intelligence (AI), that are unsuccessful or discontinued;
- we fail to provide adequate customer service to our publishers, CPG brands, retailers, and consumers; and
- our inability to keep up with the rapid growth of the IPN, which could exhaust CPG brand offers too quickly, diminish the number of available offers, and reduce value for consumers.

From time to time, certain of these factors have negatively affected our redeemer and redemption growth. We need to ensure that our platform is convenient, rewarding, trustworthy, and personalized, and that we offer the most competitive offers within our ecosystem. If we are unable to maintain or increase our redeemers and redemptions, it could have a material adverse impact on our business, financial condition, results of operations, and prospects.

Our business, financial condition, results of operations, and prospects will suffer if CPG brands do not use our network for digital promotions.

As of December 31, 2023, we have over 850 different clients. The success and scale of our network depends on our strategic relationships with CPG brands. If we are not able to attract consumers, including through third-party publishers' white-label loyalty programs, CPG brands may not be willing to use our network for digital promotions. If we do not renew, maintain and expand these relationships or add new CPG brands, we may not be able to grow our redemptions and our business will be negatively affected.

If our CPG brands terminate or reduce their relationships with us or suspend, limit, or cease their operations or otherwise, our business, financial condition, results of operations, and prospects will suffer. From time to time, our CPG brands have reduced their investments with us. Also, since our contracts with CPG brands are generally less than one year long, there is a risk that CPG brands will not renew their contracts with us which would also negatively affect our business, potentially materially.

If our CPG brands choose to materially alter the breadth, depth, or targeting parameters of the offers they provide to us for distribution throughout our network, this could cause unforeseen reductions in the number of redemptions.

Further, our revenue may fluctuate due to changes in marketing budgets of CPG brands. CPG brands can change and have changed their spend without notice, which can result in our inability to anticipate or forecast such fluctuations. For example, budget pressures or unspent budgets at the end of a CPG brand's fiscal year may lead to unexpected reduced or increased spending on our network. In addition, CPG brands and media agencies may determine that other media tactics are more compelling and divert investment to such tactics instead of to digital promotions, leading to less offers. Our revenue may also fluctuate because of certain macroeconomic factors. For example, in the first half of 2022, our D2C redemptions per redeemer were negatively impacted due to supply chain constraints which made it difficult for our clients to keep their product on shelves and led to decreased promotions on high frequency purchased products.

CPG brands may also ask to modify their agreement terms in a cost-prohibitive or strategically detrimental manner when their agreements are up for renewal. Our inability to maintain our relationships with CPG brands on terms consistent with or better than those already in place and that are otherwise favorable to us could increase competitive pressure and/or offering pricing, and otherwise adversely affect our business, financial condition, results of operations, and prospects. CPG consolidation may also result in a decrease in or cessation of engagement with Ibotta, or result in Ibotta receiving less favorable contract terms with the consolidated entity. CPG brands could also experience downturns or fail, including due to macroeconomic pressures or ceasing use of Ibotta altogether for many reasons. CPG brands have traditionally been slow to adopt new digital offer programs. As a result, we have at times experienced, and may continue to experience, slower adoption and implementation of our products and offerings by our current and potential CPG brands. If we lack a sufficient variety and supply of CPG brands or lack access to the most popular CPG brands such that Ibotta becomes less appealing to consumers and CPG brands, our business may be harmed.

We may not be able to sustain our revenue growth rate in the future.

Historically, the growth rate of our business, and as a result, our revenue growth, has varied from quarter-to-quarter and year-to-year, and we expect that variability to continue. For the fiscal year ended December 31, 2023, our revenue was $320.0 million. There can be no assurances that revenue will grow or do so at current rates and you should not rely on the revenue of any prior quarterly or annual period as an indication of our future performance. Our revenue growth rate may decline in future periods.

Our revenue may fluctuate due to changes in the marketing budgets of existing and prospective clients, and the timing of their marketing spend. Our growth also depends on our publishers' efforts to promote their digital offers programs. Existing and prospective clients can change and have changed their spend without notice, which can result in our inability to anticipate or forecast such fluctuations. For

example, budget pressures or unspent budgets at the end of an existing or prospective clients' fiscal year may lead to unexpected reduced or increased spending on our network. It may also fluctuate because of certain macroeconomic factors as further described in the risk factor titled "Macroeconomic conditions, including slower growth or a recession and supply chain disruptions, have previously and could continue to adversely affect our business, financial condition, results of operations, and prospects."

Our business is complex and evolving. We may offer new products and technologies, pricing, service models, and delivery methods to existing and prospective clients. These new capabilities may change the way we generate and/or recognize revenue, which could impact our operating results. In addition, if we shift a greater number of our arrangements with publishers, CPG brands, and retailers to new pricing models and we are not able to deliver on the results, our revenue growth and revenue could be negatively affected.

We believe that our continued revenue growth will depend on our ability to:

- increase and retain the number of publishers, CPG brands, and consumers that participate in the IPN;
- diversify the mix of our redemptions from publishers;
- increase the degree to which publishers market their white-label retailer loyalty programs;
- increase our share of advertiser on promotions and media (collectively, marketing spend) through our network;
- preserve and grow the fees we charge on a per redemption or percentage of total basket basis;
- preserve and grow our ad products and other business;
- provide publishers, CPG brands, retailers, and consumers with high-quality support that meets their needs;
- adapt to changes in marketing goals, strategies, and budgets of advertisers and the timing of their marketing spend;
- preserve and grow the rate of redemptions by consumers of their digital promotions;
- preserve or grow our ad products business as well as our data, media, and consumer insights revenue business;
- increase the number of and retain retailers;
- expand our business in existing markets and enter new verticals, markets, and geographies;
- anticipate and respond to macroeconomic changes and changes in the markets in which we operate;
- adapt to rapidly evolving trends in the ways CPG brands, retailers, and consumers interact with technology;
- capitalize on the shift from offline to digital marketing and growth in e-commerce;
- deploy, execute, and continue to develop our analytics capabilities;
- expand the number, variety, quality, and relevance of digital promotions available on our network;
- increase the awareness of our brand to build our reputation;
- hire, integrate, train, and retain talented personnel;

- develop a scalable, high-performance technology infrastructure that can efficiently and reliably handle increased usage, as well as the deployment of new features and solutions;
- identify and acquire or invest in businesses, products, or technologies that we believe could complement or expand our products and offerings;
- effectively manage the scaling of our operations;
- avoid interruptions or disruptions to our services; and
- compete successfully with existing and new competitors.

If we fail to address the risks and difficulties that we face, including those associated with the challenges listed above as well as those described elsewhere in this "Risk Factors" section, our business, financial condition, results of operations, and prospects could be adversely affected. Further, because we operate in a rapidly evolving market, any predictions about our future revenue and expenses may not be as accurate as they would be if we had a longer operating history or operated in a more predictable market. We have encountered in the past, and will encounter in the future, risks and uncertainties frequently experienced by growing companies with limited operating histories in rapidly changing industries. If our assumptions regarding these risks and uncertainties, which we use to plan and operate our business, are incorrect or change, or if we do not address these risks successfully, our results of operations could suffer and our business, financial condition, results of operations, and prospects could be adversely affected.

We provide content to publishers indirectly through third-party technology partners and our business, financial condition, results of operations, and prospects will be adversely affected if we do not renew, maintain and expand our relationships with such third-party technology partners.

In some cases, we provide content to publishers indirectly, via third-party technology partners, as in the case of Kroger, Shell, and Exxon. We have also entered into an agreement with AppCard, through which Ibotta will soon gain access to the digital audiences of more than 300 small or medium sized grocery retailers, as of April 8, 2024. If any of our third-party technology partners terminate or reduce their relationships with us or suspend, limit, or cease their operations or otherwise, we will not be able reach certain retailers and our business, financial condition, results of operations, and prospects will suffer.

Our business, financial condition, results of operations, and prospects will be adversely affected if we do not renew, maintain and expand our relationships with our third-party technology partners. Our ability to deliver offers at-scale is dependent on adding new third-party technology partners and maintaining our existing third-party technology partners. Our contract negotiation process with such third-party technology partners can be lengthy, which can contribute to variability in our revenue generation. As a result, it is difficult to predict our ability to form new partnerships with third-party technology partners and our revenue could be lower than expected, which would have an adverse effect on our business, financial condition, results of operations, and prospects.

Third-party technology partners may also ask to modify their agreement terms in a cost-prohibitive or strategically detrimental manner when their agreements are up for renewal. Our inability to maintain our relationships with our third-party technology partners on terms consistent with, or better than, those already in place and that are otherwise favorable to us could increase competitive pressure and/or offering pricing, and otherwise adversely affect our business, financial condition, results of operations, and prospects.

We expect a number of factors to cause our results of operations to fluctuate on a quarterly and annual basis, which may make it difficult to predict our future performance.

Our results of operations have historically varied from period to period, and we expect that our results of operations will continue to vary significantly from quarter to quarter and year to year because of a

variety of factors, many of which are outside of our control. As a result, comparing our results of operations on a period-to-period basis may not be meaningful. In addition to other risk factors described elsewhere in this “Risk Factors” section, factors that may contribute to the variability of our quarterly and annual results include:

- our ability to attract and retain publishers, CPG brands, and retailers that use our network and convert their activity into sales;
- the mix of our redemptions among our publishers;
- the mix of redemptions as between different CPG brands, which have different fee arrangements;
- our ability to accurately forecast revenue and appropriately plan expenses;
- our ability to respond favorably to existing or new competitors in our market;
- increases in publisher concentration;
- our ability to expand into new CPG brand verticals and new third-party publisher verticals;
- increases in marketing, sales, and other operating expenses including those that are incurred to acquire and retain new publishers, CPG brands, consumers, and retailers;
- the percent of our fee that we share with our publishers;
- the impact of worldwide economic conditions, including inflation, rising interest rates, supply chain disruptions, geopolitical events, such as the conflict involving Russia and Ukraine and Hamas and Israel, and the resulting effect on consumer spending and consumer confidence;
- the impact of inflation on redemption revenue;
- the quality and quantity of offers available;
- fluctuations in transaction costs associated with processing consumer cash outs;
- evolving fee arrangements with publishers and CPG brands;
- the seasonality of our business;
- our ability to maintain an adequate rate of growth and effectively manage that growth;
- our ability to maintain and increase traffic to our network;
- the effects of changes in search engine placement and prominence;
- our ability to keep pace with technology changes in our industry, and related privacy regulations;
- the effects of negative publicity on our business, reputation, or brand;
- our ability to protect, maintain, and enforce our intellectual property rights;
- legal expenses including costs associated with defending claims, including intellectual property infringement claims, and related judgments or settlements;
- changes in governmental or other regulations affecting our business;
- interruptions in service including any cybersecurity breaches and any related impact on our business, reputation, or brand;
- our ability to attract and engage qualified employees and key personnel;

- our ability to choose and effectively manage third-party service providers;
- the effects of natural or man-made catastrophic events;
- the impact of a pandemic or an outbreak of disease or similar public health concern, such as the COVID-19 pandemic, or fear of such an event;
- our ability to collect amounts owed to us;
- the timing of the recognition of our deferred revenue;
- the timing of strategic investments and expenditures;
- fluctuations in operating expenses, including cost of revenue, as we seek to improve efficiencies, comply with changing regulatory requirements, and expand our business, offerings, and technologies;
- changes to financial accounting standards and the interpretation of those standards, which may affect the way we recognize and report our financial results;
- the effectiveness of our internal controls over financial reporting; and
- changes in our tax rates or exposure to additional tax liabilities.

The variability and unpredictability of our results of operations could result in our failure to meet the expectations of investors or analysts that cover us, with respect to revenue or other results of operations for a particular period. If we fail to meet or fail to exceed such expectations, the market price of our Class A common stock could fall substantially, and we could face costly lawsuits, including securities class action suits.

Macroeconomic conditions, including slower growth or a recession and supply chain disruptions, have previously and could continue to adversely affect our business, financial condition, results of operations, and prospects.

Our business and results of operations are subject to global economic conditions. Our revenue depends on the ability of consumers to buy products that are featured on the IPN. Deteriorating macroeconomic conditions, including slower growth or a recession, inflation, bank failures, supply chain disruption, increases in interest rates, increases to fuel and other energy costs or vehicle costs, geopolitical events, including the potential for new or unforeseen conflicts such as the impact of the Russia and Ukraine conflict and Hamas and Israel conflict, changes in the labor market, downturns which could result in store closures or publisher or retail failures or decreases in consumer spending power or confidence, have in the past and could in the future result in a decline in client spending which would adversely affect the number of offer redemptions.

Supply chain disruptions may adversely affect the willingness of our clients to continue promoting their products through the IPN. For example, in the first half of 2022, our D2C redemptions per redeemer were negatively impacted due to supply chain constraints which made it difficult for our clients to keep their product on shelves and decreased promotions on products purchased with high frequency. Clients experienced decreased inventory levels, increased shipment delays, increased freight costs, and elevated levels of demand, leading to decreased demand for our platform and decreased revenues as well as decreased earning opportunities.

A recession or market correction could also decrease marketing spend, particularly in media, adversely affecting the demand for our solutions, our business, and the value of our Class A common stock. Small businesses that do not have substantial resources, like some of our partners on our network, tend to be more adversely affected by poor economic conditions than larger businesses. An increase in our clients' operating costs, or other deterioration in the financial condition of our partners, whether due to

macroeconomic conditions (such as inflation) or otherwise, could cause our clients to reduce discount offerings or seek to renegotiate contract terms, which may impact our fee agreements with them. If such partners on our network were to cease operations, temporarily or permanently, or face financial distress or other business disruption, we may not be able to provide consumers with a sufficient selection of CPG brands and retailers, and they may be less likely to use our network.

In addition, uncertainty and volatility in the banking and financial services sectors, inflation and higher interest rates, supply chain disruptions, increased labor and benefits costs, and increased insurance costs have, and may continue to, put pressure on economic conditions, which has led, and could lead, to greater operating expenses. Certain of our longer-term strategic initiatives may also be deferred or not have the intended effects in the event of an economic recession, which we may not be able to predict.

The extent of the impact of these factors on our operational and financial performance, including our ability to execute our business strategies and initiatives in the expected time frame, will depend on future developments, the impact on our clients, partners, and employees, all of which continue to evolve and are unpredictable. Accordingly, current results and financial condition discussed herein may not be indicative of future operating results and trends.

Competition presents an ongoing threat to the success of our business.

We operate in a highly competitive environment. The digital promotions market is rapidly evolving and our continued success will depend on our ability to successfully adjust our strategy to meet the changing market dynamics. If we are not able to continue to innovate and further develop our platform to respond to changes in the digital promotions market, our business could be adversely affected and our competition may develop offerings that are more competitive than ours.

As we seek investments by CPG brands and retailers, we compete with large social media and search-oriented platforms, as well as programmatic media networks that sell ads on a cost-per-click or cost-per-impression basis. Following Amazon's lead, other large retailers are now offering CPG brands the opportunity to buy media, usually in the form of sponsored search results or display ads, on their own platforms. These retailers offer more sophisticated media targeting and attribution capabilities because they can leverage their own purchase data in ways the social media and search platforms cannot.

CPG brands and retailers also have multiple different promotional tools at their disposal. We compete with companies that distribute paper coupons and free-standing inserts (FSIs) as well as digital coupons through grocery retail websites in a white-label fashion. We also compete with other mobile apps that offer digital promotions.

For consumers, there are many other rewards programs that provide cash back, including credit cards, individual retailer loyalty programs, and online shopping sites that aggregate retailer offers. We aim to differentiate ourselves by offering an at-scale solution that hosts a wider range of rewards content, allows for a higher degree of targeting and measurement, operates on a fee-per-sale basis, works offline and online, and drives sales across multiple publishers, and retailers. However, our ability to maintain and improve our competitive advantage depends upon many factors both within and beyond our control, including the following:

- scale and quality of the publishers, CPG brands, and retailers in the IPN;
- ability to attract consumers to our network;
- platform security, usability, scalability, reliability, and availability;
- ability to integrate with publishers and retailers in a timely manner;
- ongoing and uninterrupted access to item-level consumer data with the necessary usage rights required to power our solution;

- measurement that demonstrates the effectiveness of our network;
- brand recognition and reputation; and
- ability to recruit, retain, and train employees.

Some of our competitors have longer operating histories, greater financial, marketing and other resources, and larger customer bases than we do. In addition, our competitors may engage in more extensive research and development efforts, undertake more far-reaching marketing campaigns and adopt more aggressive pricing policies, which may allow them to build larger customer and/or merchant bases or generate revenue from their customer bases more effectively than we do.

Our business, financial condition, results of operations, and prospects will suffer if we do not renew, maintain and expand our relationships with retailers.

As of December 31, 2023, we had 85 integrated retailers. Our integrated retailers provide us with item-level data that is integral to our platform because such data helps facilitate a simpler redemption of offers on Ibotta D2C properties. We also allow thousands of online retailers to advertise and present consumers with their own cash back offers on Ibotta's D2C properties. Our ability to renew, maintain, and expand our relationships with retailers is dependent on, among other factors, our ability to increase the number of redeemers that use our network, and any failure to do so will negatively affect our business. If our retailers terminate their relationships with us or suspend, limit or cease their operations or otherwise, our business, financial condition, results of operations, and prospects will suffer.

Retailers may also ask to modify their agreement terms in a cost-prohibitive or strategically detrimental manner when their agreements are up for renewal. Our inability to maintain our relationships with our clients on terms consistent with or better than those already in place and that are otherwise favorable to us could increase competitive pressure and/or offering pricing, and otherwise adversely affect our business, financial condition, results of operations, and prospects.

Retailer consolidation may also result in a decrease in or cessation of engagement with Ibotta, or result in Ibotta receiving less favorable contract terms with the consolidated entity. Retailers could also experience downturns or fail, including due to macroeconomic pressures, and cease using Ibotta altogether for many reasons.

If we fail to effectively manage our growth, our business, financial condition, results of operations, and prospects could be adversely affected.

We have experienced growth in our business and we anticipate continuing to experience growth in the future. For example, the number of our full-time employees has increased from 530 as of December 31, 2020 to 815 as of December 31, 2023. This growth has placed, and may continue to place, significant demands on our management and our operational and financial infrastructure. Our ability to manage our growth effectively and to integrate new employees, technologies, and acquisitions into our existing business will require us to continue to expand our operational and financial infrastructure and to continue to retain, attract, train, motivate, and manage employees. Continued growth could strain our ability to develop and improve our operational, financial and management controls; enhance our reporting systems and procedures; recruit, train, and retain highly skilled personnel; and maintain user satisfaction. Additionally, if we do not effectively manage the growth of our business and operations, the quality of our solutions could suffer, which could negatively affect our reputation and brand, business, financial condition, results of operations, and prospects.

We have a limited operating history and operate in an evolving industry, which makes it difficult to evaluate our future prospects and may increase the risk that we will not be successful.

We incorporated in 2011, and we have since frequently expanded our solutions. This limited operating history at our current scale and our evolving business make it difficult to evaluate our future

prospects and the risks and challenges we may encounter. These risks and challenges include our ability to:

- accurately forecast our revenue and plan our operating expenses;
- increase and retain the number of publishers, CPG brands, retailers, and consumers;
- successfully compete with current and future competitors;
- successfully expand our business in existing markets and enter new markets and geographies;
- anticipate and respond to macroeconomic changes and changes in the markets in which we operate;
- plan for and manage capital expenditures;
- comply with existing and new laws and regulations applicable to our business;
- maintain and enhance the value of our reputation and brand;
- adapt to rapidly evolving trends in the ways publishers, CPG brands, retailers, and consumers interact with technology;
- avoid interruptions or disruptions in our service;
- develop a scalable, high-performance technology infrastructure that can efficiently and reliably handle increased usage, as well as the deployment of new features and solutions;
- hire, integrate, and retain talented technology, sales, customer service, and other personnel;
- effectively manage rapid growth in our personnel and operations; and
- effectively manage our costs.

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

Any predictions about our future revenue and expenses may not be as accurate as they would be if we had a longer history operating our business at its current scale, scope, and complexity, operated in a more predictable market or regulatory environment, or had more certainty regarding levels of demand for our products and offerings. We have limited experience operating our business at its current scale, including the distribution of our offers to third-party publishers. For example, in September of 2023, Walmart made its program available to all Walmart customers with a Walmart.com account, while Dollar General joined the IPN in 2022 and began hosting Ibotta’s cash back offers in 2023.

Our limited history and experience operating our current business may also negatively impact our ability to plan strategic investments and initiatives to further expand our business and offerings, including to support our publishers, CPG brands, retailers, and consumers, certain of which may require significant capital expenditures and future operating expenses that may be difficult to forecast. In addition, existing and future operational and strategic initiatives may have lengthy return on investment time horizons, such as certain investments in our platform. As a result, we will not be able to adequately assess the benefits of such initiatives until we have made substantial investments of time and capital, resulting in high opportunity costs. We are also devoting significant resources to bolster our capacity and information technology infrastructure, financial and accounting systems and controls, sales and marketing and engineering capabilities, and operations and support infrastructure, as well as to retain, manage, and train employees in geographically dispersed locations to service new and existing customers. We may not successfully accomplish any of these objectives in a timely manner or at all.

Further, because we operate in a rapidly evolving market, any predictions about our future revenue and expenses may not be as accurate as they would be if we had a longer operating history or operated in a more predictable market. We have encountered in the past, and will encounter in the future, risks and uncertainties frequently experienced by growing companies with limited operating histories in rapidly changing industries. If our assumptions regarding these risks and uncertainties, which we use to plan and operate our business, are incorrect or change, or if we do not address these risks successfully, our results of operations could differ materially from our expectations and our business, financial condition, results of operations, and prospects could be adversely affected.

Our business depends on a strong brand, and if we are not able to maintain and enhance our brand, or if we receive unfavorable media coverage, our ability to retain and expand our number of publishers, CPG brands, retailers, and consumers will be impaired, and our business and operating results will be negatively affected.

We believe that the brand identity that we have developed has significantly contributed to the success of our business. We also believe that maintaining and enhancing our brand is important to expanding our base of publishers, CPG brands, retailers, and consumers. Maintaining and enhancing our brand may require us to make substantial investments and these investments may not be successful. If we fail to promote and maintain our brand or if we incur excessive expenses in this effort, our business would be negatively affected. We anticipate that, as our market becomes increasingly competitive, maintaining and enhancing our brand may become increasingly difficult and expensive.

Unfavorable publicity or consumer perception of our website, mobile app, platform, practices, or the offerings of our publishers, CPG brands, and retailers could adversely affect our reputation, resulting in difficulties in recruiting, decreased revenues, and a negative impact on the number of publishers, CPG brands, and retailers in the IPN, and the loyalty of our consumers. As a result, our business could be negatively affected.

Our sales cycles can be long and unpredictable, and our sales efforts require considerable time and expense. As a result, our sales and revenue are difficult to predict and may vary substantially from period to period, which may cause our results of operations to fluctuate significantly.

Our sales cycle can be long, and we may make investments and incur significant expenses before an agreement or renewal with CPG brands or retailers are reached, if at all, and before we are able to generate any revenue from such agreement or renewal. There are no guarantees that we will be able to recoup such investments and expenses, which would have an adverse effect on our business, financial condition, results of operations, and prospects.

In addition, the length of time that CPG brands or retailers devote to their evaluation, contract negotiation, and budgeting processes varies significantly. In particular, our contract negotiation process with publishers can be lengthy. Our sales cycles can be lengthy in certain cases, especially with respect to our prospective large end publishers or customers. During the sales cycle, we expend significant time and money on sales and marketing activities, which lower our operating margins, particularly if no sale occurs. Even if we expand our relationship with publishers, CPG brands, and retailers, there are many factors affecting the timing of our recognition of revenue, which makes our revenue difficult to forecast. In addition, due to macroeconomic uncertainties, the sales cycle may be extended, and there may be delays and reductions of expenditures and cancellations by clients. There are many other factors that contribute to variability of our revenue recognition, including budgetary constraints and changes in their personnel. As a result, it is difficult to predict whether a sale will be completed, the particular period in which a sale will be completed, or the period in which revenue from a sale will be recognized. If our sales cycles lengthen, our revenue could be lower than expected, which would have an adverse effect on our business, financial condition, results of operations, and prospects.

Our business is typically affected by seasonality, which results in fluctuations in our operating results.

Historically, we have been affected by seasonality, with our business historically having higher revenues in the fourth quarter of each fiscal year, mirroring that of consumer retail and e-commerce markets, where demand increases during the fourth quarter holiday season and decreases in the first quarter. For example, the fourth quarter represented 31% of total revenue for both of the fiscal years ending 2022 and 2023. We typically see high redemption volume in the second half of the year where a larger number of offers being redeemed have lower redemption revenue per redemption. However, there can be no assurances such seasonal trends will consistently repeat each year. Also, the mix of product sales may vary considerably from time to time. As a result of quarterly fluctuations caused by these and other factors, comparisons of our operating results across different fiscal quarters may not be accurate indicators of our future performance and we may not be able to accurately predict our quarterly sales. Accordingly, our results of operations are likely to fluctuate significantly from period to period.

Internet search engines drive traffic to our network, and our new consumer growth could decline. Our business, financial condition, results of operations, and prospects would be adversely affected if we fail to appear prominently in search results.

Our success depends in part on our ability to attract consumers through unpaid internet search results on search engines like Google, Yahoo!, and Bing. The number of consumers we attract to our network from search engines is due in large part to how and where our website ranks in unpaid search results. These rankings can be affected by a number of factors, many of which are not under our direct control and may change frequently. For example, a search engine may change its ranking algorithms, methodologies, or design layouts. As a result, links to our website may not be prominent enough to drive traffic to our website, and we may not know how or otherwise be in a position to influence the results. In some instances, search engine companies may change these rankings in a way that promotes their own competing products or services or the products or services of one or more of our competitors. Search engines may also adopt a more aggressive auction-pricing system for keywords that would cause us to incur higher advertising costs or reduce our market visibility to prospective consumers. Our website has experienced fluctuations in search result rankings in the past, and we anticipate similar fluctuations in the future. Any reduction in the number of consumers directed to our network could adversely affect our business, financial condition, results of operations, and prospects.

We rely on mobile operating systems and app marketplaces to make our app available to consumers, and if we do not effectively operate with or receive favorable placements within such app marketplaces and maintain reviews from consumers, our usage or brand recognition could decline and our business, financial results, and results of operations could be adversely affected.

We depend in part on mobile operating systems, such as Android and iOS, as well as Google, and their respective app marketplaces to make our app and browser extension available to consumers on our network. Any changes in such systems and app marketplaces that degrade the presentation or functionality of our app and/or browser extension or give preferential treatment to our competitors' apps or browser extensions could adversely affect our platform's usage on mobile and desktop devices. If such mobile operating systems or app marketplaces limit or prohibit us from making our app or browser extension available to consumers, make changes that degrade the functionality of our app or browser extension, increase the cost of using our products and offerings, impose terms of use unsatisfactory to us or modify their search or ratings algorithms in ways that are detrimental to us, or if our competitors' placement in such app marketplace is more prominent than the placement of our app or browser extension, overall growth of consumers could slow. Our app and browser extension have experienced fluctuations in the number of downloads in the past, and we anticipate similar fluctuations in the future. Additionally, we are subject to requirements imposed by app marketplaces such as those operated by Apple and Google, who may change their technical requirements or policies in a manner that adversely impacts the way in which we collect, use, and share data from users. For example, Apple requires mobile apps using its iOS mobile operating system to obtain a user's permission to track them or access their

device's advertising identifier for certain purposes. The long-term impact of these and any other changes remains uncertain. If we do not comply with applicable requirements imposed by app marketplaces, we could lose access to the app marketplaces and users, and our business would be harmed. Any of the foregoing risks could adversely affect our business, financial condition, results of operations, and prospects.

As new mobile devices and mobile platforms are released, there is no guarantee that certain mobile devices will continue to support our platform or effectively roll out updates to our apps. Additionally, in order to deliver high-quality apps, we need to ensure that our solutions are designed to work effectively with a range of mobile technologies, systems, networks, and standards. If consumers in our network encounter any difficulty accessing or using our apps on their mobile devices or if we are unable to adapt to changes in popular mobile operating systems, our business, financial condition, results of operations, and prospects could be adversely affected.

Restrictions imposed by our outstanding indebtedness and any future indebtedness may limit our ability to operate our business and to finance our future operations or capital needs or to engage in acquisitions or other business activities necessary to achieve growth.

We have a senior secured revolving loan facility in place with Silicon Valley Bank, a division of First-Citizens Bank and Trust Company (successor by purchase to the Federal Deposit Insurance Corporation as receiver for Silicon Valley Bridge Bank, N.A. (as successor to Silicon Valley Bank)). Our revolving loan facility includes a number of covenants that limit our ability to, among other things, incur additional indebtedness, incur liens on our assets, engage in consolidations, amalgamations, mergers, liquidations, dissolutions or dispositions, sell or otherwise dispose of our assets, pay dividends or distributions on, or make repurchases or redemptions of, our capital stock, acquire other businesses (by way of asset purchase, stock purchase, or otherwise), or make loans, capital contributions, or other investments. The revolving loan facility also includes a springing financial covenant that would require us to maintain a minimum liquidity ratio of 1.50x, depending on our average liquidity position. The terms of our revolving loan facility may restrict our current and future operations and could adversely affect our ability to finance our future operations or capital needs or take advantage of financing opportunities, mergers, acquisitions, investments, and other corporate opportunities that may be beneficial to our business. In addition, complying with these covenants may make it more difficult for us to successfully execute our business strategy and compete against companies which are not subject to such restrictions.

We cannot guarantee that we will be able to maintain compliance with the covenants in our revolving loan facility or, if we fail to do so, that we will be able to obtain waivers from the lender and/or amend the covenants. A failure by us to comply with the covenants specified in our revolving loan facility would, absent cure or waiver, result in an event of default under the agreement, which would give the lender the right to declare all outstanding obligations, including accrued and unpaid interest and fees, immediately due and payable. If our obligations under our revolving loan facility were to be accelerated, we may not have sufficient cash or be able to borrow sufficient funds to refinance the obligations or sell sufficient assets to repay the obligations, which could adversely affect our business, financial condition, results of operations, and prospects. Even if we were able to obtain new financing, it may not be on commercially reasonable terms or on terms that are acceptable to us. Any event of default could also result in an increase in the interest rates applicable to our revolving loan facility, and may result in the acceleration of or default under any other indebtedness we may incur in the future to which a cross-acceleration or cross-default provision applies. In addition, we have granted a security interest of substantially all our assets to secure our obligations under our revolving loan facility. During the existence of an event of default under our revolving loan facility, the lender could exercise its rights and remedies thereunder, including by way of initiating foreclosure proceedings against any of our assets constituting collateral for our obligations.

The loss of Bryan Leach, our Founder, Chief Executive Officer, President, and Chairman of our board of directors; or one or more of our senior management team or key personnel; or our failure to attract new or replacement members of our senior management team or other key personnel in the future, could significantly harm our business.

We depend on the continued services and performance of our Founder, Chief Executive Officer, President, and Chairman of our board of directors, Bryan Leach; members of our senior management team; and other key personnel. Mr. Leach has been responsible for setting our strategic vision, and should he stop working for us for any reason, it is unlikely that we would be able to immediately find a suitable replacement. We do not maintain key man life insurance for Mr. Leach and do not believe any amount of key man insurance would allow us to recover from the harm to our business if Mr. Leach were to leave the Company for any reason. Similarly, members of our senior management team and key employees are highly sought after, and others may attempt to encourage these executives to leave the Company. The loss of one or more of the members of the senior management team or other key personnel for any reason could disrupt our operations, create uncertainty among investors, adversely impact employee retention and morale, and significantly harm our business.

An inability to attract and retain highly qualified employees, including as a result of restrictive changes to immigration laws or the varying application of immigration laws, may hamper our growth and cause our revenues to decline, adversely affecting our business.

To execute our growth plan, we anticipate hiring additional employees over the next few years. In addition, we need to retain our highly qualified employees. Competition for these recruits and employees is intense from other internet and high growth publicly-traded and private companies, especially with respect to engineers with high levels of experience in our industry. Further, in order to continue to grow our business, it is important that we continue to grow our sales force.

We have, from time to time, experienced, and we expect to continue to experience, difficulty in hiring and retaining employees with the appropriate level of qualifications. Many of the companies with which we compete for qualified employees have greater resources than we have and may offer compensation packages that are perceived to be better than ours. For example, we often offer equity awards to our job candidates and existing employees as part of their overall compensation package. If the perceived value of our equity awards declines, including as a result of volatility or declines in the market price of our Class A common stock or changes in perception about our future prospects (including as valuations of companies comparable to us decline due to overall market trends, inflation and related market effects or otherwise), it may adversely affect our ability to recruit and retain highly qualified employees. Additionally, changes in our compensation structure may be negatively received by employees and result in attrition or cause difficulty in the recruiting process. Further, inflationary pressure may result in employee attrition to the extent our compensation does not keep up with inflation. Finally, we are committed to a hybrid workforce which prioritizes hiring employees in Denver. This could slow hiring if we are unable to attract talent in the Denver market. If we fail to attract new employees or fail to retain and motivate our current employees, our business and future growth prospects could be adversely affected.

Changes in immigration laws or varying applications of immigration laws to limit the availability of certain work visas or increase visa fees in the United States may impact our ability to hire the engineering and other talent that we need to continue to enhance our platform, which could have an adverse impact on our business, financial condition, results of operations, and prospects. It is difficult to predict the political and economic events that could affect immigration laws, or the restrictive impact they could have on obtaining or renewing work visas for our technology professionals.

Failure to deal effectively with fraudulent or other improper transactions could harm our business.

It is possible that third parties may commit fraudulent activities such as improperly claiming referral rewards, account takeover attacks, or submitting counterfeit receipts to improperly offer stack and/or claim rewards or discounts. While we use anti-fraud systems, it is possible that individuals will circumvent

them using increasingly sophisticated methods or methods that our anti-fraud systems are not able to counteract. Further, we may not detect any of these unauthorized activities in a timely manner. The legal measures we take or attempt to take against third parties who succeed in circumventing our anti-fraud systems may be costly and may not be ultimately successful. While we have taken measures to detect and reduce the risk of fraud, these measures need to be continually improved and may not be effective against new and continually evolving forms of fraud or in connection with new offerings. If these measures do not succeed, our business will be negatively impacted.

We may incur losses if we are required to reimburse CPG brands and retailers for any funds stolen or revenues lost as a result of such incidents. Our CPG brands and retailers could also request reimbursement, or stop using our solutions, if they are affected by buyer fraud or other types of fraud. Furthermore, such instances of fraud may damage our reputation and affect our ability to attract new publishers, CPG brands, retailers, and consumers to our D2C properties and may undermine confidence in the IPN, which could cause our business to suffer.

We rely in part on licensed money transmitters to enable consumers to cash out their earned rewards from our D2C properties, and the failure to manage our relationships with such third parties could impact our platform and adversely affect our business.

We rely in part on licensed money transmitters to enable consumers to cash out their earned rewards from our D2C properties. If any of our licensed money transmitters terminate their relationship with us or refuse to renew their agreements with us on commercially reasonable terms, we would need to find alternative licensed money transmitters to support our platform, and may not be able to secure similar terms or replace such licensed money transmitters in an acceptable time frame. Any of these risks could result in significant legal, financial, and reputational costs to our business.

We rely primarily on third-party insurance policies to insure our operations-related risks. If our insurance coverage is insufficient for the needs of our business or our insurance providers are unable to meet their obligations, we may not be able to mitigate the risks facing our business, which could adversely affect our business, financial condition, results of operations, and prospects.

We procure third-party insurance policies to cover various operations-related risks including employment practices liability, workers' compensation, business interruptions, errors and omissions, cybersecurity and data breaches, crime, directors' and officers' liability, and general business liabilities. For certain types of operations-related risks or future risks related to our new and evolving offerings, we are not able to, or may not be able to, acquire insurance. In addition, we may not obtain enough insurance to adequately mitigate such operations-related risks or risks related to our new and evolving offerings, and we may have to pay high premiums, co-insurance, self-insured retentions, or deductibles for the coverage we do obtain. We rely on a limited number of insurance providers, and should such providers discontinue or increase the cost of coverage, we cannot guarantee that we would be able to secure replacement coverage on reasonable terms or at all. If our insurance carriers change the terms of our policies in a manner not favorable to us, our insurance costs could increase. Further, if the insurance coverage we maintain is not adequate to cover losses that occur, or if we are required to purchase additional insurance for other aspects of our business, we could be liable for significant additional costs. Additionally, if any of our insurance providers becomes insolvent, it would be unable to pay any operations-related claims that we make.

If the amount of one or more operations-related claims were to exceed our applicable aggregate coverage limits, we would bear the excess, in addition to amounts already incurred in connection with deductibles, self- insured retentions, co-insurance, or otherwise paid by our insurance policy. Insurance providers have raised premiums and deductibles for many businesses and may do so in the future. As a result, our insurance costs and claims expense could increase, or we may decide to raise our deductibles or self-insured retentions when our policies are renewed or replaced. Our business, financial condition, results of operations, and prospects could be adversely affected if the cost per claim, premiums, the

severity of claims, or the number of claims significantly exceeds our historical experience and coverage limits; we experience a claim in excess of our coverage limits; our insurance providers fail to pay on our insurance claims; we experience a claim for which coverage is not provided; or the severity or number of claims under our deductibles or self-insured retentions differs from historical averages.

We are also subject to certain contractual requirements to obtain insurance. For example, some of our agreements with retailers require that we procure certain types of insurance, and if we are unable to obtain and maintain such insurance, we may be in violation of the terms of these retailer agreements. In addition, we are subject to local laws, rules, and regulations relating to insurance coverage which could result in proceedings or actions against us by governmental entities or others. Any failure, or perceived failure, by us to comply with existing or future local laws, rules and regulations, or contractual obligations relating to insurance coverage could result in proceedings or actions against us by governmental entities or others. Additionally, anticipated or future local laws, rules, and regulations relating to insurance coverage, could require additional fees and costs. Compliance with these rules and any related lawsuits, proceedings, or actions may subject us to significant penalties and negative publicity, require us to increase our insurance coverage, require us to amend our insurance policy disclosure, increase our costs, and disrupt our business.

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

We believe our culture fosters an inclusive environment that welcomes diverse experience, backgrounds, lifestyles, and perspectives, and is a key contributor to our success to date. Any failure to preserve our culture could negatively affect our ability to retain and recruit personnel, which is critical to our growth, and to effectively focus on and pursue our corporate objectives. As we grow and develop the infrastructure of a public company, we may find it difficult to maintain these important aspects of our culture. In addition, with many of our employees working remotely, we may find it harder in certain respects to maintain our company culture. Remote work may negatively impact employee morale, productivity, and culture, and may also harm collaboration and innovation. We also have a policy of hiring new employees in Denver, whenever possible, and of requiring these new employees to come into the office a certain number of days per week. This policy may make it hard for us to identify the talent we need to grow our business. If we are not able to maintain our culture, we could lose the innovation, passion, and dedication of our team and as a result, our business, financial condition, results of operations, and prospects could be adversely affected.

Even if this offering is successful, operating and growing our business may require additional capital, and if capital is not available to us, our business, financial condition, results of operations, and prospects, may suffer.

Operating and growing our business is expected to require further investments in our technology and operations. We may be presented with opportunities that we want to pursue, and unforeseen challenges may present themselves, any of which could cause us to require additional capital. If our cash needs exceed our expectations or we continue to experience rapid growth, we could experience strain in our cash flow, which could adversely affect our operations in the event we are unable to obtain other sources of liquidity. If, in the future, we aim to rely on funds raised through equity or debt financing, those funds may prove to be unavailable, may only be available on terms that are not acceptable to us or may result in significant dilution to you or higher levels of leverage, which will expose our business to additional risks. If we are unable to obtain adequate financing or financing on terms satisfactory to us, when we require it, our ability to continue to pursue our business objectives and to respond to business opportunities, challenges, or unforeseen circumstances could be significantly limited, and our business, financial condition, results of operations, and prospects could be materially and adversely affected.

Acquisitions and strategic alliances could distract management and expose us to financial, execution, and operational risks that could materially and adversely affect our business, financial condition, results of operations, and prospects.

We have in the past, and may in the future, acquire or make investments in complementary or what we view as strategic businesses, technologies, services, or products. For example, in 2021, we acquired Instok LLC (d/b/a/ Octoshop), an all-in-one shopping browser extension, which required management to focus efforts on integrating this acquisition with us. The risks associated with acquisitions include, without limitation, difficulty assimilating and integrating the acquired company's personnel, operations, technology, services, products and software, the inability to retain key team members, the disruption of our ongoing business and increases in our expenses, and the diversion of management's attention from core business concerns. Through acquisitions, we may enter into business lines in which we have not previously operated, which could expose us to new risks, additional licensing requirements and regulatory oversight and require additional integration and attention of management.

Any businesses and assets we might acquire might not perform at levels we expect and we may not be able to achieve the anticipated synergies, if any. We may find that we overpaid for the acquired business or assets, or that the economic conditions underlying our acquisition decision have changed. It may also take time to fully integrate newly acquired businesses and assets into our business, during which time our business could suffer from inefficiency. Furthermore, we may incur indebtedness to pay for acquisitions, thereby increasing our leverage and diminishing our liquidity.

The effects of health epidemics, including COVID-19, have had, and may in the future have, an adverse impact on our business, operations, and the markets and communities in which we and our partners operate.

Our business and operations have had, and may in the future be, adversely affected by health epidemics, including COVID-19, impacting the markets and communities in which we and our partners operate. For example, the COVID-19 pandemic negatively impacted both consumer spending and marketers' ability to spend advertising budgets on our solution. Quarantine orders, business closures, work stoppages, slowdowns and delays, work from home policies, travel restrictions, and cancellations of events negatively impacted productivity and disrupted our operations and those of our partners. The COVID-19 pandemic negatively impacted both consumer discretionary spending and marketers' ability to spend advertising budgets on our solution. This had an adverse impact on our revenue, results of operations, and cash flows primarily in the second quarter of the year ended December 31, 2020.

We will continue to monitor the COVID-19 situation closely. The ultimate impact of COVID-19 or a similar health epidemic is highly uncertain and subject to change. We do not know the full extent of COVID-19 on our business, operations or the global economy as a whole. COVID-19 and the various responses to it, may also have the effect of heightening many of the other risks discussed in this "Risk Factors" section.

Our collection cycles can vary and we may experience difficulty collecting accounts receivable that could adversely affect our business, financial condition, results of operations, and prospects.

Our collection cycles can vary based on payment practices from our clients, and we are required to pay our third-party publishers within a contractual timeframe, regardless of whether we have collected payment from our clients. As a result, timing of cash receipts related to accounts receivable and due to third-party publishers can significantly impact our cash provided by (used in) operating activities for any period.

In addition, we have in the past, and may in the future, encounter difficulty collecting our accounts receivable and could be exposed to risks associated with uncollectible accounts receivables, particularly since some of our customers are emerging brands. Also, our larger clients generally have longer payment terms which impact the timing of our collections. Economic conditions may impact some of our customers' ability to pay their accounts payable. While we will attempt to monitor our accounts receivable carefully

and try to take appropriate measures to collect accounts receivable balances, we have written down accounts receivable and written off doubtful accounts in prior periods and may be unable to avoid accounts receivable write-downs or write-offs of doubtful accounts in the future. Such write-downs or write-offs could negatively affect our operating results for the period in which they occur. Should more customers than we anticipate experience liquidity issues or if payment is not received on a timely basis or at all, our business, financial condition, results of operations, and prospects could be adversely affected.

We may become involved in litigation that may materially adversely affect us.

From time to time, we may become involved in legal proceedings relating to matters incidental to the ordinary course of our business, including patent, copyright, commercial, product liability, consumer protection, employment, class action, whistleblower and other litigation, in addition to governmental and other regulatory investigations and proceedings. Such matters can be time-consuming, divert management's attention and resources, cause us to incur significant expenses or liability and/or require us to change our business practices. Because of the potential risks, expenses, and uncertainties of litigation, we may, from time to time, settle disputes, even where we have meritorious claims or defenses. Although we have insurance which may provide coverage for some kinds of claims we may face, that insurance may not cover some kinds of claims or types of relief and may not be adequate in a particular case. Because litigation is inherently unpredictable, we cannot assure you that the results of any of these actions will not have a material adverse effect on our business, financial condition, results of operations, and prospects.

Rising interest rates may adversely impact our business.

On November 3, 2021, we executed the Third Amended and Restated Loan and Security Agreement with Silicon Valley Bank, now a division of First-Citizens Bank & Trust Company, which consists of a $50.0 million revolving line of credit with a maturity date of November 3, 2025 (as amended, the 2021 Credit Facility). The 2021 Credit Facility bears interest at a floating annual rate equal to the greater of (i) an applicable floor rate that ranges from 2.25% to 3.0% based on our average liquidity position as defined in the 2021 Credit Facility and (ii) the prime rate less a margin that ranges from 0.25% to 1.0% based on our average liquidity position as defined in the 2021 Credit Facility.

The U.S. Federal Reserve has significantly raised, and may continue to raise, its benchmark interest rates. An increase in the federal benchmark rate has resulted in an increase in market interest rates. Although we do not have any outstanding borrowings under the 2021 Credit Facility or under any other debt agreement (other than convertible notes that will automatically be converted into common stock upon the completion of this offering), because our interest rate is tied to market rates, if we incur debt in the future, including under the 2021 Credit Facility, rising interest rates could increase our borrowing costs on any future borrowings. In addition, operating and growing our business may require additional capital, which could include equity or debt financing. Rising interest rates could negatively impact our ability to obtain such financing on commercially reasonable terms or at all. Further, to the extent we are required to obtain financing at higher borrowing costs to support our operations, we may be unable to offset such costs through price increases to our clients, other cost control measures, or other means. Any attempts to offset cost increases with price increases may result in reduced sales, increased client dissatisfaction, or otherwise harm our reputation.

Indemnity provisions in various agreements potentially expose us to substantial liability for intellectual property infringement and other losses, including unauthorized use or disclosure of consumer data.

Our agreements with publishers, CPG brands, retailers, and other third-parties may include indemnification provisions under which we agree to indemnify them for losses suffered or incurred as a result of claims of intellectual property infringement or other liabilities relating to or arising from our solutions or other contractual obligations including those relating to data use and consumer consent. The term of these indemnity provisions generally survives termination or expiration of the applicable

agreement. Large indemnity payments, individually or in the aggregate across third-parties, could harm our business.

Although we do not currently have any plans to expand our operations outside of the United States, if we attempt to and fail to expand effectively in international markets, our revenues and our business may be negatively affected.

We currently generate all of our revenues from the United States and we do not currently have any plans to expand our operations outside of the United States. Many publishers, CPG brands, and retailers on our platform have global operations, and we may in the future grow our operations and solutions through expansion in international markets and by partnering with our publishers, CPG brands, and retailers to enter new geographies that are important to them. Expansion into international markets will require management attention and resources, and we have limited experience entering new geographic markets. Expansion into international markets will also require us to form partnerships with new publishers, retailers and CPG brands and effectively compete with any competitors in new geographic markets. Entering new foreign markets will require us to localize our solutions to conform to a wide variety of local cultures, business practices, laws, and policies. The different commercial and internet infrastructure in other countries may make it more difficult for us to replicate our business model. In some countries, we will compete with local companies that understand the local market better than we do, and we may not benefit from first-to-market advantages. We may not be successful in expanding into particular international markets or in generating revenues from foreign operations.

Risks Related to our Platform

We are making substantial investments in our technologies, and if we do not continue to innovate and further develop our platform, our platform developments do not perform, or we are not able to keep pace with technological developments, we may not remain competitive, and our business and results of operations could suffer.

We have made substantial investments in our technologies to capitalize on new and unproven business opportunities. Our future performance is dependent on continued investments in technology and our ability to innovate, reduce friction, and introduce compelling new product features for each participant in our network. We intend to make continued investments in these areas through hiring and ongoing technology transformation. We plan to further invest in AI-powered capabilities and leverage our unique data set to further improve the client, publisher, and consumer experience. If competitors introduce new offerings embodying new technologies, or if new industry standards and practices emerge, our existing technology, solutions, website, browser extension, and mobile apps may become obsolete. Our future success could depend on our ability to respond to technological advances and emerging industry standards and practices in a cost-effective and timely manner. These initiatives also have a high degree of risk, as they involve unproven business strategies and technologies with which we have limited development or operating experience. Further, our development efforts with respect to new technologies could distract management from current operations and divert capital and other resources from other initiatives.

We have scaled our business rapidly, and significant new platform features and solutions have in the past resulted in, and in the future may continue to result in, operational challenges affecting our business. Developing and launching enhancements to our platform and new solutions on our platform may involve significant technical risks and upfront capital investments that may not generate return on investment. We may use new technologies ineffectively, or we may fail to adapt to emerging industry standards. If we face material delays in introducing new or enhanced platform features and solutions or if our recently introduced solutions do not perform in accordance with our expectations, the publishers, CPG brands, retailers, and consumers that use our platform may forego the use of our solutions in favor of those of our competitors.

If our security measures or information we collect and maintain are compromised or publicly exposed, publishers, CPG brands, retailers, and consumers may curtail or stop using our platform, and we could be subject to claims, penalties and fines.

We collect, receive, store, generate, use, transfer, disclose, make accessible, protect, secure, dispose of, share, and otherwise process (Process or Processing) data about consumers, including personal information or personal data, as well as other confidential or proprietary information, for various purposes, including legal, marketing, and other business-related purposes.

While we and our third-party service providers have implemented security measures designed to protect against security breaches and incidents, like all businesses that use computer systems and the internet, our security measures, as well as those of companies we may acquire and our third-party service providers and partners, could fail or may be insufficient, resulting in interruptions or other disruptions to systems or the loss of, or unauthorized disclosure, modification, use, unavailability, destruction, or other Processing of our or our customers' data or other data we or our service providers or partners maintain or otherwise Process. Any security breach or incident impacting our operational systems or physical facilities, those of our third-party partners, or the perception that one has occurred, could result in claims, demands, litigation, indemnity obligations, regulatory enforcement actions, investigations and other proceedings, fines, penalties, mitigation and remediation costs, disputes, reputational harm, diversion of management's attention, and other liabilities and damage to our business. There also have been and may continue to be significant attacks on supply chains and on third-party service providers. Even though we do not control the security measures of third parties, we may be, or face assertions that we are, responsible for any breach of such third parties' security measures or for any exploitable defects, vulnerabilities, or bugs in third-party components or services that we make use of or suffer reputational or other harm even where we do not have recourse against the third-party. In addition, any failure by our publishers, CPG brands, retailers, or other third-party partners to comply with applicable law or regulations could result in investigations, claims, proceedings, and litigation against us by governmental entities or others.

Cyberattacks, denial-of-service attacks, ransomware attacks, business email compromises, computer malware, viruses, social engineering (including phishing), and other malicious internet-based activity are prevalent in our industry and our customers and partners' industries and continue to increase. In addition, we may experience attacks, unavailable or degraded systems, and unauthorized access to or disclosure or other Processing of data due to employee or other theft or misuse, denial-of-service attacks, sophisticated attacks by nation-state and nation-state supported actors, and advanced persistent threat intrusions. Despite our efforts to ensure the security, privacy, integrity, confidentiality, and availability of our information technology networks and systems, our information, and our information Processing measures, we may not be able to anticipate or to implement effective preventive and remedial measures against all data security and privacy threats. We cannot guarantee that the recovery systems, security protocols, network protection mechanisms, and other security measures that we have integrated into our systems, networks, and physical facilities, which are designed to protect against, detect, and minimize security breaches, will be adequate to prevent or detect security breaches or incidents, service interruptions, system failures, data loss or theft, or other material adverse consequences. No security solution, strategy, or measures can address all possible security threats or effectively deter or prevent all methods of penetrating a network or otherwise perpetrating a security breach or incident. The risk of unauthorized circumvention of our security measures or those of our third-party providers, clients, and partners has been heightened by advances in computer and software capabilities and the increasing sophistication of hackers who employ complex techniques, including without limitation, the theft or misuse of personal and financial information, counterfeiting, "phishing" or social engineering incidents, ransomware, extortion, publicly announcing security breaches, account takeover attacks, denial or degradation of service attacks, malware, fraudulent payment, and identity theft. The techniques used to sabotage, disrupt, or to obtain unauthorized access to our apps, systems, networks, or physical facilities in which data is stored or through which data is transmitted change frequently, and we may be unable to implement adequate preventative measures or stop security breaches and incidents while they are

occurring, and may face difficulties or delays in identifying or otherwise responding to breaches or incidents. The recovery systems, security protocols, network protection mechanisms, and other security measures that we have integrated into our apps, systems, networks, and physical facilities, which are designed to protect against, detect, and minimize security breaches, may not be adequate to prevent or detect service interruption, system failure, or data loss. Our apps, systems, networks, and physical facilities could be breached or otherwise compromised, or personal data or information, confidential information, or other data misused or otherwise Processed in an unauthorized manner, due to employee error or malfeasance, if, for example, third-parties fraudulently induce our employees, redeemers, clients, publishers, or partners to disclose information or user names and/or passwords, or otherwise compromise the security of our networks, systems, and/or physical facilities. Third parties may also exploit vulnerabilities in, or obtain unauthorized access to, platforms, apps, systems, networks, and/or physical facilities used by our vendors. We have been and may in the future become the target of cyber-attacks by third parties seeking unauthorized access to our or our employees, redeemers, clients, publishers, or partners' data or to disrupt our operations or ability to provide our solutions. Many of our employees work remotely, which may pose additional data security risks. We also have incorporated AI and machine learning (AIML) solutions and features into our platform, and may continue to incorporate additional AIML solutions and features into our platform in the future. The use of AIML solutions may result in security incidents and our use of AIML solutions and features may create additional cybersecurity risks or increase cybersecurity risks, including risks of security breaches and incidents. Further, AIML technologies may be used in connection with certain cybersecurity attacks, resulting in heightened risks of security breaches and incidents.

If we or our service providers or partners experience compromises to security that result in actual or perceived performance or availability problems, the shutdown of one or more of our platform, digital properties, or mobile apps or other solutions, or unauthorized access to or unauthorized use, disclosure, or other Processing of confidential information, personal information, or other data, publishers, CPG brands, retailers, and consumers may lose trust and confidence in us and decrease their use of our platform or stop using our platform entirely. Such compromises to personal or sensitive information or proprietary data could lead to claims, litigation or other adversarial actions by publishers, CPG brands, retailers, consumers, or others.

The time, expense and resources required to respond to an actual or perceived security breach or incident and/or to mitigate any security vulnerabilities that may be identified could be significant, our efforts to address these problems may not be successful, and these problems could result in unexpected interruptions, delays, cessation of service, negative publicity, and other harm to our business and our competitive position. We could be required to implement additional security measures or to fundamentally change our business activities and practices in response to a security breach or incident or related claims, investigations, actions, or litigation by private actors or regulatory bodies, which could require us to incur substantial additional costs and which may have an adverse effect on our business.

We have contractual and legal obligations to notify relevant stakeholders of security breaches. Most jurisdictions have enacted laws requiring companies to notify individuals, regulatory authorities, and others of security breaches involving certain types of data. In addition, our agreements with certain customers and partners may require us to notify them in the event of a security breach or certain security incidents involving customer or partner data on our systems or those of subcontractors Processing client or partner data on our behalf. Any such mandatory disclosures and any other disclosures we may find appropriate can be costly, could lead to negative publicity, may cause our customers to lose confidence in the effectiveness of our security measures, and require us to expend significant capital and other resources to respond to or alleviate problems caused by the actual or perceived security breach or incident. Depending on the facts and circumstances of such an incident, these damages, penalties and costs could be significant and may not be covered by insurance or could exceed our applicable insurance coverage limits. Such an event also could harm our reputation and result in claims, litigation and other proceedings against us. Any of these results could materially adversely affect our financial performance. Our agreements with certain customers may obligate us to use industry-standard, reasonable, or other

specified measures to safeguard sensitive personal information or confidential information, and any actual or perceived breach of such obligations, or actual or perceived incident relevant to such measures may increase the likelihood and frequency of client audits under our agreements, which is likely to increase our costs of doing business and may disrupt our operations. An actual or perceived security breach or incident could lead to claims by our customers or other relevant stakeholders that we have failed to comply with legal or contractual obligations to them and may result in customers ending their relationships with us and claims, demands, and other proceedings. Any limitations of liability, which we have in certain agreements, may not be enforceable or adequate or otherwise protect us from liabilities or damages.

Claims, litigation, investigations, and proceedings relating to security breaches and incidents, including any resulting in unauthorized access to our applications, systems, networks, or physical facilities, or any perception that any of these has occurred, may result in fines, penalties, and other liabilities, and otherwise adversely affect our business. These proceedings and other actions could force us to spend money in defense or settlement, divert management's time and attention, increase our costs of doing business, and adversely affect our reputation and market position. We could be required to fundamentally change our business activities and practices or modify our business and operational capabilities in response to such claims, litigation, and other proceedings, which could have an adverse effect on our business and result of operations. If a security breach or incident were to occur, and the confidentiality, integrity, or availability of our data or the data of our partners or our customers was, or was believed to be, disrupted or compromised, we could incur significant liability, or our platform, solutions, apps, systems, or networks may be perceived as less desirable, which could negatively affect our business and damage our reputation.

If a breach or incident impacts a large amount of our data or data of one or more customers, clients, or partners, if we fail to detect or remediate an actual or perceived security breach or incident in a timely manner, or if we suffer a cyberattack or other disruption that impacts our ability to operate our apps, systems, or networks, we may suffer material damage to our reputation, business, financial condition, results of operations, and prospects. Further, we may not have adequate insurance coverage for security incidents or breaches, including fines, judgments, settlements, penalties, costs, attorney fees, and other impacts that arise out of incidents or breaches. Depending on the facts and circumstances of such an incident, the damages, penalties, and costs could be significant and may not be covered by insurance or could exceed our applicable insurance coverage limits. Cyberattacks and other means of disrupting systems, and security breaches and incidents, whether actual or perceived, may cause material adverse effects upon our business, financial condition, results of operations, and prospects. For example, if the impacts of a security incident or breach, or the successful assertion of one or more large claims against us that exceeds our available insurance coverage, or results in changes to our insurance policies (including premium increases or the imposition of large deductible or co-insurance requirements), it could have an adverse effect on our business, financial condition, results of operations, and prospects. In addition, we cannot be sure that our existing insurance coverage will continue to be available on acceptable terms or that our insurers will not deny coverage as to all or part of any future claim or loss. Our risks are likely to increase as we continue to expand our apps, systems or networks, grow our customer base, and Process, store, and transmit increasingly large amounts of proprietary and sensitive data.

Our ability to generate revenue depends on the collection, reliability, and use of significant amounts of data from various sources, which may be restricted by consumer choice, restrictions imposed by publishers, browsers, integrated retailers, or software developers, changes in technology, and new developments in laws, regulations, and industry requirements or standards.

Our ability to deliver our solutions depends on our ability to successfully leverage data, including data that we collect from consumers, data we receive from integrated retailers and other parties, and data from our own operating history. Using device identifiers (including Google AdID and Apple IDFA), cookies, and other tracking technologies, we, our integrated retailers and other data providers collect information about the interactions of consumers with our integrated retailers' digital properties and in-store, our owned and operated properties, and certain other publisher sites and mobile apps, as well as other data such as

location. We may enhance this data with other data, such as demographic information that we obtain from data providers. Our ability to successfully leverage such data depends on our continued ability to access, use, and share such data, which can be restricted by a number of factors, including consumer choice; the success in obtaining consumer consent; restrictions imposed by our integrated retailers and other data partners or other third parties, publishers, and web browser developers or other software developers, or operating system platforms; changes in technology, including changes in web browser technology; and new developments in, or new interpretations of laws, regulations, and industry standards. Resistance to the collection and sharing of the data used to deliver targeted advertising, increased visibility of consent or "do not track" mechanisms as a result of industry regulatory and/or legal developments, the adoption by consumers of browsers settings or "ad-blocking" software, and the development and deployment of new technologies could materially impact our ability to collect, use, and share data or reduce our ability to deliver relevant promotions or media, which could materially impair the results of our operations. See the risk factor below titled "Our business is subject to complex and evolving laws, regulations, and industry standards, and unfavorable interpretations of, or changes in, or our actual and perceived failure to comply with these laws, regulations, and industry standards could substantially harm our business and results of operations" for additional information.

In addition, unfavorable publicity and negative public perception about our industry or data collection and use could adversely affect our business and operating results. With the growth of online advertising and eCommerce, there is increasing awareness and concern among the general public, privacy advocates, mainstream media, governmental bodies, and others regarding marketing, advertising, and privacy matters, particularly as they relate to individual privacy interests. Any unfavorable publicity or negative public perception about our use of data or other data focused industries could affect our business and results of operations and may lead digital publishers like Facebook to change their business practices, or trigger additional regulatory scrutiny or lawmaking that affects us. Negative public attention could cause publishers, CPG brands, and retailers to discontinue using our targeted advertising solutions and limit our ability to measure campaigns delivered through our platform. This public scrutiny may also lead to general distrust of data and marketing companies, consumer reluctance to share and permit use of personal data and increased consumer opt-out rates, any of which could negatively influence, change or reduce our current and prospective customers' demand for our solutions and adversely affect our business and operating results.

Our business depends on our ability to maintain and scale the network infrastructure necessary to operate our platform, including our websites and mobile apps, and any significant disruption in service could result in a loss of publishers, CPG brands, retailers, and consumers.

We deliver our solutions through our website, browser extension, and mobile apps, as well as through those of our publishers. Our reputation and ability to acquire, retain, and serve publishers, CPG brands, retailers, and consumers are dependent upon the reliable performance of our platform. As the number of our publishers, CPG brands, retailers, and consumers grows, and as the information shared through our platform continues to grow, we will need an increasing amount of network capacity and computing power. In the event that the number of transactions or the amount of traffic on our platform grows more quickly than anticipated, we may be required to incur significant additional costs. In addition, as we scale, we must continually invest in our information technology, and continue to invest in information security, infrastructure, and automation. Deployment of new software or processes may adversely affect the performance of our solutions and harm the customer experience. If we fail to support our platform or provide a strong customer experience, our ability to retain and attract customers may be negatively affected. In particular, our consumers depend on our support organization to resolve any issues relating to our platform. We rely on third parties to provide some support services and our ability to provide effective support is partially dependent on our ability to attract and retain third-party service providers who are not only qualified to support users of our platform but are also well versed in our platform. As we continue to grow our business and improve our solutions, we will face challenges related to providing high-quality support services at-scale. Any failure to maintain high-quality support, or a market perception

that we do not maintain high-quality support, could harm our reputation and adversely affect our ability to scale our platform and business, our financial condition, results of operations, and prospects.

Interruptions in these systems or service disruptions, whether due to system failures, computer viruses, malware, ransomware, denial of service attacks, attempts to degrade or disrupt services, or physical or electronic break-ins, could affect the security or availability of our websites and mobile apps, and prevent publishers, CPG brands, retailers, and/or consumers from accessing our platform. Our network infrastructure is hosted by third-party providers. Any disruption in these services or any failure of these providers to handle existing or increased traffic could significantly harm our business. Any financial or other difficulties these providers face may adversely affect our business, and we exercise little control over these providers, which increases our vulnerability to problems with the services they provide. If we do not maintain or expand our network infrastructure successfully or if we experience operational failures, we could lose current and potential publishers, CPG brands, retailers, and/or consumers, which could harm our business, financial condition, results of operations, and prospects.

We are dependent on technology systems and electronic communications networks that are supplied and managed by third parties, which could result in increased expenses and an inability to prevent or respond to disruptions in our solutions.

Our ability to provide solutions to consumers depends on our ability to communicate with our consumers and through the internet and electronic networks that are owned and operated by third parties. We rely on third-party providers for computing infrastructure, network connectivity, and other technology-related services needed to deliver our solutions. Some of our other vendor agreements may be unilaterally terminated by the counterparty for convenience. Our computing infrastructure service providers have no obligation to renew their agreements with us on commercially reasonable terms or at all and the terms of our agreements with such providers can change for reasons that are outside of our control and as we increase our usage of such providers, any of which, could increase our expenses. If we are unable to renew these agreements on commercially reasonable terms or prices, or for any other reason, our expenses could increase. Also, if we are required to transition to a new provider, it could result in significant costs and possible service interruption or an impaired ability to access or save data stored to the cloud until equivalent services, if available, are identified, obtained, and implemented, all of which could harm our business, financial condition, results of operations, and prospects.

Our solutions also depend on the ability of our users to access the public internet. In addition, in order to provide our solutions promptly, our computer equipment and network servers must be functional 24 hours per day, which requires services from telecommunications facilities managed by third parties and the availability of electricity, which we do not control. Severe disruptions, outages, defects, or other security performance and quality problems with one or more of these networks, including as a result of utility or third-party system interruptions, or any material change in our contractual and other business relationships with third-party providers could impair our ability to Process information, which could impede our ability to provide our solutions to consumers, harm our reputation, increase expenses, including significant, unplanned capital investments and/or contractual obligations, result in a loss of publishers, CPG brands, retailers, and consumers, any of which could adversely affect our business, financial condition, results of operations, and prospects.

Our failure to upgrade our technology or network infrastructure effectively to support our growth could result in unanticipated system disruptions, slow response times, or poor experiences for consumers. To manage the growth of our operations and personnel and improve the technology that supports our business operations, as well as our financial and management systems, disclosure controls and procedures, and internal controls over financial reporting, we will be required to commit substantial financial, operational, and technical resources. In particular, we will need to improve our transaction processing and reporting, operational and financial systems, procedures, and controls. Our current and planned personnel, systems, procedures, and controls may not be adequate to support our future operations. We will require additional capital and management resources to grow and mature in these areas. Such investments may also require diversion of financial resources from other projects, such as

the development of Ibotta and related offerings. If we are unable to manage our rapid growth effectively, it could have a material adverse effect on our business, financial condition, results of operations, and prospects.

We allow our clients and publishers to use application programming interfaces (APIs) with our platform, which could result in outages or security breaches and negatively impact our business, financial condition, results of operations, and prospects.

The use of APIs by our clients and publishers have significantly increased in recent years. Our APIs allow our clients and publishers to integrate their own business system with our platform. The increased use of APIs increases security and operational risks to our systems, including the risk for intrusion attacks, data theft, or denial of service attacks. Furthermore, while APIs allow greater ease and power in accessing our platform, they also increase the risk of overusing our systems, potentially causing outages. While we have taken measures intended to decrease security and outage risks associated with the use of APIs, we cannot guarantee that such measures will be successful. Our failure to prevent outages or security breaches or incidents resulting from API use could result in governmental enforcement actions and other proceedings against us, claims, demands, and litigation against us by consumers and other affected individuals, costs associated with investigation and remediation damage to our reputation and loss of goodwill, any of which could harm our business, financial condition, results of operations, and prospects.

If the use of mobile device identifiers, third-party cookies or other tracking technology or location information is rejected by consumers, restricted by third parties outside of our control, or otherwise subject to unfavorable regulation, our performance could decline and we could lose customers and revenue.

We and our third-party partners use a number of technologies to collect information used to deliver our solutions. For instance, we and our third-party partners use mobile device identifiers such as Apple IDFA and Google AdID to identify, target and measure relevant promotions to consumers. These promotions and advertising that we show on mobile apps could be affected by mobile operating systems blocking or restricting use of mobile device identifiers. Our promotions and advertisements could also be negatively impacted by mobile operating systems implementing more restrictive privacy settings and choices. For example, in April 2021, Apple commenced implementation of an app transparency framework in which, among other things, mobile apps are required to obtain the user's opt-in consent for certain types of tracking, including by a user's unique advertising identifier, or IDFA. Additionally, Apple implemented new requirements for consumer disclosures regarding privacy and data processing practices in December 2020, which has resulted in increased compliance requirements and could result in decreased usage of our app and the IPN. In June 2023, Apple announced new SDK privacy controls that are part of iOS 17, released in September 2023, including new protections designed to limit tracking or identification of user devices. In February 2022, Google announced its Privacy Sandbox initiative for Android, a multi-year effort expected to restrict tracking activity and limit advertisers' ability to collect app and user data across Android devices, which Google began rolling out in early 2024. These or any similar changes to the policies of Apple or Google may materially and adversely affect our business, financial condition, results of operations, and prospects. This shift from enabling user opt-out to an opt-in requirement is likely to have a substantial impact on the mobile advertising ecosystem and could harm our growth in this channel.

We also use small text files (referred to as cookies), placed through an internet browser on a consumer's machine which corresponds to a data set that we keep on our servers, to gather important data to help deliver our solutions and market our products and offerings. Certain of our cookies, including those that we predominantly use in delivering our solutions through internet browsers, are known as "third-party" cookies because they are delivered by third parties rather than by us. Our cookies collect information, such as when a consumer views an advertisement, clicks on an advertisement, or visits one of our advertisers' websites. In certain states within the United States, such as California, this information may be considered personal information under applicable data protection laws. We also obtain location-

based information about users or their devices in certain circumstances, including when a consumer interacts with our solutions on a mobile device. We use these technologies to achieve our customers' campaign goals, to ensure that the same consumer does not unintentionally see the same media too frequently, to report aggregate information to our customers regarding the performance of their digital promotions and marketing campaigns, and to detect and prevent fraudulent activity throughout our network. We also use data from cookies to help us decide whether and how much to bid on an opportunity to place an advertisement in a certain internet location and at a given time in front of a particular consumer, and we also use location information to customize marketing campaigns and to target certain offers or personalize content. A lack of data associated with or obtained from cookies, including third-party cookies or other tracking technologies may detract from our ability to make decisions about which inventory to purchase for a customer's campaign and may adversely affect the effectiveness of our solution and harm our business. Additionally, any limitations on our ability to obtain location information regarding consumers or devices, whether as a result of technological limitations or changes or consumers not being willing to allow us to obtain location information, we may face limitations on our ability to customize marketing campaigns, target offers, or personalize content, to detect and prevent fraudulent activity, and to engage in other aspects of our operations. These could reduce the effectiveness of our solution and harm our revenues and profitability.

Cookies may be deleted or blocked by consumers. The most commonly used internet browsers (including Chrome, Firefox, and Safari) allow their users to prevent cookies from being accepted by their browsers. Consumers can also delete cookies from their computers. Some consumers also download "ad blocking" software that prevents cookies from being stored on a user's computer. If more consumers adopt these settings or delete their cookies more frequently than they currently do, our business could be negatively affected. In addition, certain web browsers may block third-party cookies by default, and other browsers may do so in the future. Unless such default settings in browsers are altered by consumers to permit the placement of third-party cookies, we would be able to set fewer of our cookies in users' browsers, which could adversely affect our business. In addition, companies such as Google have publicly disclosed their intention to move away from cookies to one or more other forms of persistent unique identifier, or ID, to identify individual consumers or internet-connected devices in the bidding process on advertising exchanges. If companies do not use shared IDs across the entire ecosystem, this could have a negative impact on our ability to find the same user across different web properties, and reduce the effectiveness of our solution.

Our business relies in part on electronic messaging, including emails and SMS text messages, and any technical, legal, or other restrictions on the sending of electronic messages or an inability to timely deliver such communications could harm our business.

Our business is in part dependent upon electronic messaging. We provide emails, mobile alerts, and other messages to consumers informing them of the digital promotions on our apps and websites, and we believe these communications help generate a significant portion of our revenues. We also use electronic messaging, in part, as part of the consumer sign-up and verification process. Because electronic messaging services are important to our business, if we are unable to successfully deliver electronic messages to consumers, if there are legal restrictions on delivering these messages to consumers, or if consumers do not or cannot open our messages, our revenues and profitability could be adversely affected. Changes in how webmail apps or other email management tools organize and prioritize email may result in our emails being delivered or routed to a less prominent location in a consumer's inbox or viewed as "spam" by consumers and may reduce the likelihood of that consumer opening our emails. Actions taken by third parties that block, impose restrictions on or charge for the delivery of electronic messages could also harm our business. From time to time, internet service providers or other third parties may block bulk email transmissions or otherwise experience technical difficulties that result in our inability to successfully deliver emails or other messages to consumers.

Changes in laws or regulations, or changes in interpretations of existing laws or regulations, including the Telephone Consumer Protection Act (TCPA) in the United States and laws regarding commercial electronic messaging in other jurisdictions, that would limit our ability to send such communications or

impose additional requirements upon us in connection with sending such communications could also adversely impact our business. For example, the Federal Communications Commission amended certain of its regulations under the TCPA in recent years in a manner that could increase our exposure to liability for certain types of telephonic communication with customers, including but not limited to text messages to mobile phones. Under the TCPA, plaintiffs may seek actual monetary loss or statutory damages per violation, whichever is greater, and courts may treble the damage award for willful or knowing violations. Given the enormous number of communications we send to consumers, the actual or perceived improper sending of communications or a determination that there have been violations of the TCPA or other communications-based statutes could subject us to potential risks including liabilities or claims relating to consumer protection laws and expose us to significant damage awards that could, individually or in the aggregate, materially harm our business. Moreover, even if we prevail, such litigation against us could impose substantial costs and divert our management's attention and resources.

We also rely on social networking messaging services to send communications. Changes to these social networking services' terms of use or terms of service that limit promotional communications, restrictions that would limit our ability or our customers' ability to send communications through their services, disruptions or downtime experienced by these social networking services or reductions in the use of or engagement with social networking services by consumers and potential customers could also harm our business.

We rely on a third-party service for the delivery of daily emails and other forms of electronic communication, and delay or errors in the delivery of such emails or other messaging we send may occur and be beyond our control, which could damage our reputation or harm our business, financial condition, results of operations, and prospects. If we were unable to use our current electronic messaging services, alternate services are available; however, we believe our sales could be impacted for some period as we transition to a new provider, and the new provider may be unable to provide equivalent or satisfactory electronic messaging service. Any disruption or restriction on the distribution of our electronic messages, termination or disruption of our relationship with our messaging service providers, including our third-party service that delivers our daily emails, or any increase in our costs associated with our email and other messaging activities could harm our business.

We depend on the interoperability of our platform across third-party apps and services that we do not control.

We have integrations with a variety of technology vendors. As our solutions expand and evolve, we may have an increasing number of integrations with other third-party apps, products, and services. Third-party apps, products, and services are constantly evolving, and we may not be able to maintain or modify our platform to ensure its compatibility with our publishers following development changes. In addition, some of our competitors or technology partners may take actions that disrupt the interoperability of our platform with their own products or services, or exert strong business influence on our ability to, and the terms on which we operate. As our respective solutions evolve, we expect the types and levels of competition to increase. Should any of our competitors or technology partners modify their solutions, standards, or terms of use in a manner that degrades the functionality or performance of our platform or is otherwise unsatisfactory to us or gives preferential treatment to competitive solutions or services, our solutions, platform, business, financial condition, results of operations, and prospects could be adversely affected.

Risks Related to our Intellectual Property

We may not be able to adequately protect our intellectual property rights or may be accused of infringing intellectual property rights of third parties.

We regard our trademarks, service marks, copyrights, patents, trade dress, trade secrets, proprietary technology, merchant lists, subscriber lists, sales methodology, and similar intellectual property as critical to our success, and we rely on trademark, copyright and patent law, trade secret protection and

confidentiality, and/or license agreements with our employees and others to protect our proprietary rights. Effective intellectual property protection may not be available in every country in which our deals are made available.

We may not be able to discover or determine the extent of any unauthorized use of our proprietary rights. Third parties that license our intellectual property rights also may take actions that diminish the value of our proprietary rights or reputation. The protection of our intellectual property may require the expenditure of significant financial and managerial resources. Moreover, the steps we take to protect our intellectual property may not adequately protect our rights or prevent third parties from infringing or misappropriating our proprietary rights. We may in the future be subject to litigation and disputes. The costs of engaging in such litigation and disputes are considerable, and there can be no assurances that favorable outcomes will be obtained.

Furthermore, we may in the future be subject to third-party claims that we infringe upon proprietary rights or trademarks and expect to be subject to additional claims in the future. Such claims, whether or not meritorious, may result in the expenditure of significant financial and managerial resources, injunctions against us or the payment of damages by us. We may need to obtain licenses from third parties who allege that we have infringed their rights, but such licenses may not be available on terms acceptable to us or at all. These risks have been amplified by the increase in third parties whose sole or primary business is to assert such claims.

To the extent we gain greater market visibility or face increasing competition, we face a higher risk of being the subject of intellectual property infringement claims. In addition, we may in the future be subject to claims that employees or contractors, or we, have inadvertently or otherwise used or disclosed trade secrets or other proprietary information of our competitors or other parties. Because patent applications can take years to issue and are often afforded confidentiality for some period of time, there may currently be pending applications, unknown to us, that later result in issued patents that could cover one or more of our products.

We have registered, among other trademarks, the term “Ibotta” in the United States. Competitors may adopt service names similar to ours, thereby harming our ability to build brand identity and possibly leading to user confusion. In addition, there could be potential trade name or trademark infringement claims brought by owners of other trademarks that are similar to our trademarks. Litigation or proceedings before the U.S. Patent and Trademark Office or other governmental authorities and administrative bodies in the United States and abroad may be necessary in the future to enforce our intellectual property rights and to determine the validity and scope of the proprietary rights of others. Further, we may not timely or successfully apply for a patent or register our trademarks or otherwise secure our intellectual property. Our efforts to protect, maintain, or enforce our proprietary rights may be ineffective and could result in substantial costs and diversion of resources, which could adversely affect our business, financial condition, results of operations, and prospects.

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

Third parties may in the future claim that our operations infringe their intellectual property rights, and such claims may result in legal claims against our customers and us. These claims may damage our brand and reputation, harm our customer relationships, and result in liability for us. Any intellectual property claims, with or without merit, could be very time-consuming, could be expensive to settle or litigate, and could divert our management’s attention and other resources. These claims could also subject us to significant liability for damages, potentially including treble damages if we are found to have willfully infringed patents or copyrights, and may require us to indemnify our customers for liabilities they incur as a result of such claims. These claims could also result in our having to stop using technology found to be in violation of a third-party’s rights. We might be required to seek a license for the intellectual property, which may not be available on reasonable terms or at all. Even if a license were available, we could be required to pay significant royalties, which would increase our operating expenses. Alternatively,

we could be required to develop alternative non-infringing technology, which could require significant time, effort, and expense, and may affect the performance or features of our solution. If we cannot license or develop alternative non-infringing substitutes for any infringing technology used in any aspect of our business, we would be forced to limit or stop sales of our solution and may be unable to compete effectively. Any of these results would adversely affect our business, financial condition, results of operations, and prospects.

Some of our solutions contain open source software, which may pose particular risks to our proprietary software and solutions.

We use open source software in our solutions and will use open source software in the future. Few of the licenses applicable to open source software have been interpreted by courts, and there is a risk that these licenses could be construed in a manner that could impose unanticipated conditions or restrictions on our ability to commercialize our products and offerings or to maintain the confidentiality of our proprietary source code. Moreover, we may encounter instances in which we have incorporated additional open source software in our proprietary software in a manner that is inconsistent with the terms of the applicable license or our current policies and procedures. While we have adopted guidelines for the appropriate use of, and regularly audit our use of, open source software, these measures may not always be effective. We may face claims from third parties claiming ownership of, or demanding release of, the open source software and/or works that we developed using such software (which could include our proprietary source code), or otherwise seeking to enforce the terms of the applicable open source license. These claims could result in litigation and could require us to comply with onerous conditions or restrictions on these solutions, purchase a costly license, or cease offering the implicated solutions unless and until we can re-engineer them to avoid infringement. This re-engineering process could require significant additional research and development resources. In addition to risks related to license requirements, use of certain open source software can lead to greater risks than use of third-party commercial software, as open source licensors generally do not provide warranties, updates, error corrections, or controls on the origin of software. Any of these risks could be difficult to eliminate or manage, and, if not addressed, could have a negative effect on our business and operating results.

We may be unable to continue to use the domain names that we use in our business or prevent third parties from acquiring and using domain names that infringe on, are similar to, or otherwise decrease the value of our brand, trademarks, or service marks.

We have registered domain names that we use in, or are related to, our business, most importantly www.ibotta.com. If we lose the ability to use a domain name, whether due to trademark claims, failure to renew the applicable registration, or any other cause, we may be forced to market our solutions under a new domain name, which could cause us substantial harm, or to incur significant expense in order to purchase rights to the domain name in question. We may not be able to obtain preferred domain names outside the United States due to a variety of reasons. In addition, our competitors and others could attempt to capitalize on our brand recognition by using domain names similar to ours. We may be unable to prevent third parties from acquiring and using domain names that infringe on, are similar to, or otherwise decrease the value of our brand or our trademarks or service marks. Protecting, maintaining, and enforcing our rights in our domain names may require litigation, which could result in substantial costs and diversion of resources, which could in turn adversely affect our business, financial condition, results of operations, and prospects.

The use of AIML technologies in our platform and in our business may result in reputational harm or liability.

We have incorporated and may continue to incorporate additional AIML solutions and features into our platform and business, including those based on large language models, and these solutions and features may become more important to our operations or to our future growth over time. We expect to rely on AIML solutions and features to help drive future growth in our business, but there can be no assurance that we will realize the desired or anticipated benefits from AIML or at all. We may also fail to

properly implement or market our AIML solutions and features. Our competitors or other third parties may incorporate AIML into their products, offerings, and solutions more quickly or more successfully than us, which could impair our ability to compete effectively and adversely affect our results of operations. Additionally, our products and offerings based on AIML may expose us to additional claims, demands, and proceedings by private parties and regulatory authorities and subject us to legal liability as well as brand and reputational harm. For example, if the content, analyses or recommendations that AIML solutions or features assist in producing are or are alleged to be deficient, inaccurate or biased, or for such content, analyses, recommendations, or for such solutions or features or their development or deployment, including the collection, use, or other Processing of data used to train or create such AIML solutions or features, to infringe upon or to have misappropriated third-party intellectual property rights or to violate applicable laws, regulations, or other actual or asserted legal obligations to which we are or may become subject, then our business, financial condition, results of operations, and prospects may be adversely affected. The legal, regulatory, and policy environments around AIML are evolving rapidly, and we may become subject to new and evolving legal and other obligations. These and other developments may require us to make significant changes to our use of AIML, including by limiting or restricting our use of AIML, and which may require us to make significant changes to our policies and practices, which may necessitate expenditure of significant time, expense, and other resources. AIML also presents emerging ethical issues, and if our use of AIML becomes controversial, we may experience brand or reputational harm.

Risks Related to Government Regulation, Tax or Accounting Standards

Our business is subject to complex and evolving laws, regulations, and industry standards, and unfavorable interpretations of, or changes in, or our actual and perceived failure to comply with these laws, regulations, and industry standards could substantially harm our business and results of operations.

We are subject to a variety of federal, state, local and municipal laws, regulations and industry standards that relate to privacy, electronic communications, data protection, AI, intellectual property, eCommerce, the internet, mobile devices, competition, consumer protection, taxation, escheatment, social media marketing, and advertising practices. In particular, existing and future laws and regulations, or changes thereto, may impede the growth of the internet, mobile devices, e-commerce, or other online services, and increase the cost of providing online services, require us to change our business practices, or raise compliance costs or other costs of doing business.

Many of these laws, regulations, and standards are complex and subject to varying interpretations or still evolving and being tested in courts and industry standards are still developing. Our business, including our ability to operate and expand, could be adversely affected if legislation, regulations, or industry standards are adopted, interpreted, or implemented in a manner that is inconsistent with our current business practices and that require changes to these practices or the design of our platform. Existing and future laws, regulations, and industry standards could restrict our operations, making it difficult to retain our publishers, CPG brands, retailers, and consumers, and preventing us from maintaining or growing our revenues as anticipated.

Compliance with these and any other applicable privacy, data protection, data security, marketing, and consumer protection guidelines, laws, and regulations is a rigorous and time-intensive process, and we may be required to put in place additional mechanisms to ensure compliance with them. We believe our policies and practices comply in material respects with these guidelines, laws, and regulations. However, if our belief is incorrect, or if these guidelines, laws, or regulations or their interpretation change or new legislation or regulations are enacted, we may face significant fines, penalties, or injunctive restrictions that could adversely affect our business, financial condition, result of operations, and results of operations. Further, we could be compelled to provide additional disclosures to our consumers, obtain additional consents from our consumers before collecting, using, or disclosing their information, delete information collected, or implement new safeguards or business processes to help individuals manage our use of their information, among other changes.

Failure to comply with federal and state privacy, data protection, marketing and consumer protection laws, regulations and industry standards, or the expansion of current or the enactment or adoption of new privacy, data protection, marketing and consumer protection laws, regulations or industry standards, could adversely affect our business.

We Process data about consumers, including personal information or personal data, as well as other confidential or proprietary information, for numerous purposes, including legal, marketing, and other business-related purposes. The legal and regulatory framework for privacy and security issues is rapidly evolving, and is expected to increase our compliance costs and exposure to liability. We and our service providers and partners are subject to a variety of federal and state laws, regulations, and industry standards regarding privacy, data protection, data security, marketing, and consumer protection, which address the collection, storage, sharing, use, disclosure, protection, sale, and other Processing of data relating to individuals, as well as the tracking of consumer behavior and other consumer data (Data Protection Laws). We are also subject to laws, regulations, and industry standards relating to endorsements and influencer marketing. Many of these laws, regulations and industry standards are changing, may be subject to differing interpretations, may be inconsistent among countries, or conflict with other rules, and may be costly to comply with or inconsistent among jurisdictions.

In the United States, Data Protection Laws include rules and regulations promulgated under the authority of the Federal Trade Commission, the Electronic Communications Privacy Act, the Computer Fraud and Abuse Act, the California Consumer Privacy Act of 2018 (CCPA), and other state and federal laws relating to privacy and data security. The CCPA requires covered companies to make certain disclosures to California consumers about their data collection, use, and sharing practices, and allows consumers to opt out of the sale of personal information with third parties and provides a private right of action and statutory damages for data breaches. In addition, the California Privacy Rights Act of 2020 (CPRA), which took effect on January 1, 2023, amended the CCPA and among other things, gives California residents the ability to limit the use of their sensitive information, provides for penalties for CPRA violations concerning California residents under the age of 16, and established a new California Privacy Protection Agency to implement and enforce the law. The CCPA and CPRA have new regulations that are only partially complete and have been subject to legal challenge, creating uncertainty and compliance challenges. The enactment of the CCPA has prompted a wave of similar legislative developments in other states in the United States, which creates the potential for a patchwork of overlapping but different state laws and could mark the beginning of a trend toward more stringent privacy legislation in the United States, which could increase our potential liability and adversely affect our business, financial condition, results of operations, and prospects. For example, Connecticut, Virginia, Utah, and Colorado each has enacted legislation similar to the CCPA and CPRA that took effect in 2023; Florida, Montana, Oregon, and Texas each has enacted similar legislation that will become effective in 2024; Tennessee, Iowa, New Jersey, and Delaware each has enacted similar legislation that will take effect in 2025; and Indiana has enacted similar legislation that will become effective in 2026. The CCPA, as modified by the CPRA, and certain other state laws, have increased our compliance costs and potential liability. Some countries also are considering or have passed legislation requiring local storage and Processing of data, or other requirements that may be, or may be asserted to be, applicable to our operations, which could increase the cost and complexity of providing our solutions and other aspects of our business.

Various industry standards on privacy, data protection, and data security also have been developed and are expected to continue to develop and may be adopted by industry participants at any time. We endeavor to comply with industry standards relating to targeted advertising. Any actual or alleged mistakes by us in the implementation of these principles, any expansion by self-regulatory bodies of these guidelines, any different or various guidelines regarding internet-based advertising issued by government authorities, any actual or alleged failure of opt out mechanisms fail to work as designed, or any misunderstanding by internet users of our technology or our commitments with respect to these principles, may subject us to negative publicity, government investigation, government or private litigation or other proceedings, or investigation or other proceedings by or in connection with self- regulatory bodies

or other accountability groups. Any such investigations, proceedings or other actions against or involving us, even if meritless, could be costly and time consuming, cause it to be necessary or appropriate for us to change our business practices, cause us to divert management's attention and our resources, and be damaging to our brand, reputation, and business. In addition, privacy advocates and industry groups may propose new and different self-regulatory standards that legally or contractually apply to us or that may be asserted to apply to us. We cannot yet determine the impact such future standards may have on our business.

We are subject to the terms of our external and internal privacy and security policies (Privacy Policies), certain codes, representations, certifications, industry standards, publications and frameworks, and contractual obligations to third parties related to privacy, data protection, and information security and Processing, including contractual obligations to indemnify and hold harmless third parties from the costs or consequences of non-compliance with Data Protection Laws or other obligations (collectively, including Privacy Policies, Data Protection Obligations). Our solutions depend in part on our ability to use data that we obtain in connection with our solutions, and our ability to use this data may be subject to restrictions in our commercial agreements, privacy policies of the entities that provide us with this data, and other Data Protection Obligations.

Compliance with Data Protection Laws and Data Protection Obligations is, and is likely to remain, uncertain for the foreseeable future, and our actual or perceived failure to address or comply with them could increase our compliance and operational costs; limit our ability to market our solutions and attract new and retain current publishers, CPG brands, retailers, and consumers; limit or eliminate our ability to Process data; require us to modify our platform or our solutions; require us to delete data; expose us to regulatory scrutiny, actions, investigations, fines and penalties; result in reputational harm, lead to a loss of business; result in claims, litigation and liability, including class action litigation; cause us to incur significant costs, expenses, and fees (including attorney fees); cause a material adverse impact to business operations or financial results; and otherwise result in other material harm to our reputation and business (Adverse Data Protection Impact).

We may be subject to and suffer an Adverse Data Protection Impact if we fail (or are perceived to have failed) to comply with applicable Data Protection Laws or Data Protection Obligations, or if our Privacy Policies are, in whole or part, found or alleged to be inaccurate, incomplete, deceptive, unfair, or misrepresentative of our actual practices. In addition, any such failure or perceived failure could result in public statements against us by consumer advocacy groups, the media or others, which may cause us material reputational harm and harm to our market position. Our actual or perceived failure to comply with Data Protection Laws and Data Protection Obligations could also subject us to litigation, claims, proceedings, actions, or investigations by governmental entities, authorities, or regulators, which could result in an Adverse Data Protection Impact, including required changes to our business practices, the diversion of resources and the attention of management from our business, regulatory oversights and audits, discontinuance of necessary Processing, or other remedies that adversely affect our business and results of operations. Moreover, despite our efforts, we may not be successful in achieving compliance if our employees, partners, or vendors do not comply with applicable Data Protection Laws and Data Protection Obligations. Our service providers or our partners' failure to adhere to these third-party restrictions on data use or other Data Protection Obligations also may result in claims, proceedings, or actions against us by our business counterparties or other parties, government investigation, government litigation or other proceedings, or other liabilities, including loss of business, reputational damage, and remediation costs, which could adversely affect our business and have an Adverse Data Protection Impact.

We expect that there will continue to be new proposed laws, regulations, and industry standards concerning privacy, data protection, and information security in the United States and we cannot yet determine the impact such future laws, regulations, and standards may have on our business. With laws and regulations in the United States imposing new and relatively burdensome obligations, and with substantial uncertainty over the interpretation and application of these and other laws and regulations, there is a risk that the requirements of these laws, regulations, and standards, or of contractual or other

obligations relating to privacy, data protection, or information security, are interpreted or applied in a manner that is, or is alleged to be, inconsistent with our data collection, management and Processing practices, our policies or procedures, or our solutions. For instance, with the increased focus on the use of data for advertising, the anticipation and expectation of future laws, regulations, standards, and other obligations could impact us and our existing and potential business partners and delay certain business partnerships or deals until there is greater certainty. In addition, as we expand our data analytics and other data-related product solutions, there may be increased scrutiny on our use, disclosure, or other Processing of data and we may be subject to new and unexpected regulations. Future laws, regulations, standards, and other obligations could, for example, impair our ability to collect, use or otherwise Process information that we use to provide targeted digital promotions and media to consumers on behalf of CPG brands and retailers, thereby impairing our ability to maintain and grow our total customers and increase revenues. Future restrictions on the collection, use, sharing, disclosure, or other Processing of data or content or additional requirements associated with data Processing, including any requirements for express or implied consent for the use, retention, disclosure or other Processing of data or content, could require us to modify our solutions, possibly in a material manner, which we may be unable to complete in a commercially reasonable manner or at all, could prohibit new or potential solutions and features, and could limit our ability to store and Process data or to develop new solutions and features.

We may face challenges in addressing the requirements of any such new laws, regulations, other legal obligations or industry standards, or any changed interpretation of existing laws, regulations, or other standards or obligations and making necessary changes to our policies and practices, and such changes may require us to incur additional costs and restrict our business operations. Although we endeavor to comply with our Privacy Policies and Data Protection Obligations, we may at times fail, or be perceived to fail, to do so or to have previously done so. These laws, regulations, and other Data Protection Obligations often are complex, vague, and difficult to comply with fully, and it is possible that these laws, regulations, and other actual or asserted Data Protection Obligations may be interpreted and applied in new ways and/or in a manner that is inconsistent with each other or that new laws, regulations, or other Data Protection Obligations may be enacted. Moreover, despite our efforts, we may not be successful in achieving or maintaining compliance if our employees or vendors fail to comply with applicable obligations under our Privacy Policies and other privacy-, data protection-, or information security-related laws, regulations, standards, or other actual or alleged Data Protection Obligations.

Our failure or perceived failure to comply with Data Protection Laws, our Privacy Policies, and Data Protection Obligations or any of our other actual or asserted legal obligations or industry standards relating to privacy, data protection, information security, AI, marketing or consumer protection, electronic communications, intellectual property, eCommerce, competition, price discrimination, taxation, or the use of promotions, may subject us to claims, litigation, regulatory investigations and proceedings, fines, or other liabilities, as well as negative publicity or public statements against us by consumer advocacy groups or others. Any such actual or perceived failure to comply with Data Protection Laws, Data Protection Obligations, or other such laws, obligations, or standards could result in significant liability or cause a loss of trust in us, which could cause us to have difficulties attracting new or retaining existing publishers, CPG brands, retailers, and consumers, which could have an adverse effect on our reputation and business. Furthermore, the costs of compliance with, and other burdens imposed by, the laws, regulations, and policies that are applicable to the businesses of our customers may limit the adoption and use of, and reduce the overall demand for, our solutions. Moreover, if future laws, regulations, other legal obligations or industry standards, or any changed interpretations of the foregoing limit our publishers', CPG brands', retailers', and consumers' ability to use, share, or otherwise Process data or our ability to store, share, or otherwise Process data, demand for our solutions could decrease, our costs could increase, our revenue growth could slow, and our business, financial condition, results of operations, and prospects could be harmed. Additionally, any actual or perceived violation by third parties we work with, such as publishers, CPG brands, and retailers, of Data Protection Laws, Privacy Policies, or other Data Protection Obligations, may put our customers' data or other content at risk, may result in negative publicity, and could have an Adverse Data Protection Impact.

Interpretations of federal and state laws by relevant authorities regarding money services businesses and money transmitters could impact our rebates solutions.

Various federal laws, such as the Bank Secrecy Act, as amended, impose registration and certain other obligations on companies that are financial institutions, which are broadly defined to include money services businesses (MSBs), such as money transmitters. In addition, many states impose license obligations on those companies that are engaged in the business of money transmission, with varying definitions of what constitutes money transmission. We do not believe we are a money transmitter subject to these laws based, in part, upon the characteristics of and our role with respect to our rewards programs and other offerings. Questions of whether and to what extent our products and offerings require licensure and constitute money transmission are subject to regulatory interpretation and could change over time. If any of our products and offerings were deemed by relevant authorities to subject us to regulation as an MSB or state money transmitter licensure in any state, our regulatory compliance costs would likely increase to meet those requirements and we could be forced to cease conducting certain aspects of our business in certain jurisdictions pending receipt of any necessary licenses, which could negatively impact our business. There can be no assurance that we will be able to obtain any such licenses, and, even if we were able to do so, there could be substantial costs and potential product or operational changes involved in maintaining such licenses and meeting other relevant regulatory obligations, which could have a material and adverse effect on our business.

If we do not comply with the specialized regulations and laws in the United States that regulate marketing and promotions, our business could be materially adversely affected.

Marketing and promotions in the United States are regulated extensively by federal and state agencies. These regulations and laws change frequently, differ from state to state, and present a complex and sometimes inconsistent regulatory environment. There is no assurance that we will always be in compliance with these regulations and laws or that we will be able to comply with all future versions of such regulations and laws. We rely on various internal and external personnel with relevant experience complying with legal requirements applicable to marketing and promotions in the United States, and the loss of personnel with such expertise could adversely affect our business.

The federal and state "tied-house" laws governing ownership interests in alcoholic beverage manufacturers, wholesalers, and retailers may impact our business.

Alcoholic beverage manufacturers, wholesalers, retailers and their investors are subject to federal and state "tied-house" laws (Tied-House Laws) that restrict investments between the three tiers of the alcoholic beverage industry (the manufacturing tier, the wholesale tier, and the retail tier). Tied-House Laws change frequently, differ from state to state, and present a complex and inconsistent regulatory environment. Tied-House Laws may impact how alcoholic beverage manufacturers and retailers work together and with us, and these impacts could adversely affect our business.

Changes in laws and regulations related to the internet or changes to internet infrastructure may diminish the demand for our solutions, and could have a negative impact on our business.

The future success of our business depends upon the continued use of the internet as a primary medium for commerce, communication, and business applications. Federal, state, or foreign government bodies or agencies have in the past adopted, and may in the future adopt, laws or regulations affecting the use of the internet as a commercial medium. Changes in these laws or regulations could require us to modify our solutions in order to comply with these changes. In addition, government agencies or private organizations have imposed and may impose additional taxes, fees, or other charges for accessing the internet or commerce conducted via the internet. These laws or charges could limit the growth of internet-related commerce or communications generally, or result in reductions in the demand for internet-based solutions and services such as ours. The performance of the internet has been adversely affected by "viruses," "worms," and similar malicious programs and the internet has experienced a variety of outages

and other delays as a result of damage to portions of its infrastructure. If the use of the internet is adversely affected by these issues, demand for our solutions could decline.

The current legislative and regulatory landscape regarding the regulation of the Internet is subject to uncertainty. For example, in January 2018, the Federal Communications Commission, or FCC, released an order that repealed the "open internet rules," often known as "net neutrality," which prohibit internet service providers in the United States from impeding access to most content, or otherwise unfairly discriminating against content providers like us and also prohibit internet service providers from entering into arrangements with specific content providers for faster or better access over their data networks. In response to this decision California and a number of states implemented their own net neutrality rules which mirrored parts of the repealed federal regulations. In October 2023, the FCC voted to begin the process of reinstating substantially all of the net neutrality rules that had been in place prior to the 2018 repeal. We cannot predict the outcome of any litigation or whether any new FCC order or existing state initiatives regulating providers will be modified, overturned, or vacated by legal action, federal legislation, or the FCC, or the degree to which further regulatory action – or inaction – would adversely affect our business, if at all. If the FCC does not reinstate net neutrality or if state initiatives are modified, overturned, or vacated, internet service providers may be able to limit our users' ability to access our platform or make our platform a less attractive alternative to our competitors' applications. In a related regulatory context, while the EU requires equal access to internet content, under its Digital Single Market initiative the EU may impose additional requirements that could increase our costs. If new FCC, EU, or other rules directly or inadvertently impose costs on online providers like our business, our expenses may rise. Were any of these outcomes to occur, our ability to retain existing users or attract new users may be impaired, our costs may increase, and our business may be significantly harmed.

We have previously identified material weaknesses in our internal controls over financial reporting and if we are unable to maintain effective internal controls or if we identify additional material weaknesses in the future, we may not be able to accurately or timely report our financial condition or results of operations, which may adversely affect our business, financial condition, and results of operations, and prospects.

We have previously identified material weaknesses in our internal controls over financial reporting. For example, in connection with the audit of our financial statements as of and for the year ended December 31, 2022, we identified one material weakness in our internal controls over financial reporting that existed as of December 31, 2021 and was remediated as of December 31, 2022. A material weakness is a deficiency, or combination of deficiencies, in internal controls over financial reporting, such that there is a reasonable possibility that a material misstatement of our annual or interim financial statements will not be prevented, or detected and corrected on a timely basis. The material weakness related to our risk assessment process and resulted in the ineffective design of process level controls to address the impact on revenue, specifically breakage revenue, of changes made to our platform related to the user redemption liability, and the impact of those changes on reports used in determining breakage revenue.

Although our material weaknesses have been remediated, if we are unable to successfully maintain internal controls over financial reporting, or identify any additional material weaknesses, the accuracy and timing of our financial reporting may be adversely affected. In addition, if we are unable to assert that our internal controls over financial reporting is effective, or if our independent registered public accounting firm is unable to express an opinion as to the effectiveness of our internal controls over financial reporting, when required, investors may lose confidence in the accuracy and completeness of our financial reports, we may face restricted access to the capital markets, and our stock price may be materially adversely affected. Moreover, we could become subject to investigations by regulatory authorities, which could require additional financial and management resources.

If we fail to maintain an effective system of internal controls, our ability to produce timely and accurate financial statements or comply with applicable regulations could be impaired.

As a public company, we will be subject to the reporting requirements of the Securities Exchange Act of 1934 (Exchange Act), the Sarbanes-Oxley Act, and the rules and regulations of the listing standards of the New York Stock Exchange. We expect that the requirements of these rules and regulations will continue to increase our legal, accounting, and financial compliance costs, make some activities more difficult, time-consuming, and costly, and place significant strain on our personnel, systems, and resources. The Sarbanes-Oxley Act requires, among other things, that we maintain effective disclosure controls and procedures and internal controls over financial reporting. We are continuing to develop and refine our disclosure controls and other procedures that are designed to ensure that information required to be disclosed by us in the reports that we will file with the Securities and Exchange Commission (SEC) is recorded, processed, summarized, and reported within the time periods specified in SEC rules and forms and that information required to be disclosed in reports under the Exchange Act is accumulated and communicated to our principal executive and financial officers. We are also continuing to improve our internal controls over financial reporting. Some members of our management team have limited or no experience managing a publicly traded company, interacting with public company investors, and complying with the increasingly complex laws pertaining to public companies, and we have limited accounting and financial reporting personnel and other resources with which to address our internal controls and related procedures, including complying with the auditor attestation requirements of Section 404 of the Sarbanes-Oxley Act that we will eventually be required to include in our annual reports filed with the SEC. We will need to hire and successfully integrate additional accounting and financial staff with appropriate company experience and technical accounting knowledge. In order to maintain and improve the effectiveness of our disclosure controls and procedures and internal controls over financial reporting, we have expended, and anticipate that we will continue to expend, significant resources, including accounting-related costs and significant management oversight.

Our current controls and any new controls that we develop may become inadequate because of changes in conditions in our business. Further, we have identified in the past, and may identify in the future, deficiencies in our controls. Any failure to develop or maintain effective controls or any difficulties encountered in their implementation or improvement could harm our results of operations or cause us to fail to meet our reporting obligations and may result in a restatement of our financial statements for prior periods. Any failure to implement and maintain effective internal controls over financial reporting also could adversely affect the results of periodic management evaluations and annual independent registered public accounting firm attestation reports. Ineffective disclosure controls and procedures and internal controls over financial reporting could also cause investors to lose confidence in our reported financial and other information, which could have a negative effect on the trading price of our Class A common stock. In addition, if we are unable to continue to meet these requirements, we may not be able to remain listed on the New York Stock Exchange. We are not currently required to comply with the SEC rules that implement Section 404 of the Sarbanes-Oxley Act and are therefore not required to make a formal assessment of the effectiveness of our internal controls over financial reporting for that purpose. As a public company, we will be required to provide an annual management report on the effectiveness of our internal controls over financial reporting commencing with our second Annual Report on Form 10-K.

Our independent registered public accounting firm is not required to attest to the effectiveness of our internal controls over financial reporting until after we are no longer an “emerging growth company” as defined in the JOBS Act. At such time, our independent registered public accounting firm may issue a report that is adverse in the event it is not satisfied with the level at which our internal controls over financial reporting is documented, designed, or operating. Any failure to maintain effective disclosure controls and internal controls over financial reporting could have a material and adverse effect on our business and results of operations and could cause a decline in the price of our Class A common stock.

We will incur increased costs and demands upon management as a result of complying with the laws and regulations affecting public companies, particularly after we are no longer an "emerging growth company," which could adversely affect our business, financial condition, results of operations, and prospects.

As a public company, and particularly after we cease to be an "emerging growth company," we will incur greater legal, accounting, finance, and other expenses than we incurred as a private company. We are subject to the reporting requirements of the Exchange Act, the Sarbanes-Oxley Act, the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (the Dodd-Frank Act), and the rules and regulations of the New York Stock Exchange. These requirements have increased and will continue to increase our legal, accounting, and financial compliance costs and have made, and will continue to make, some activities more time-consuming and costly. For example, the Exchange Act requires, among other things, that we file annual, quarterly, and current reports with respect to our business and results of operations. As a result of the complexity involved in complying with the rules and regulations applicable to public companies, our management's attention may be diverted from the day-to-day management of our business, which could harm our business, financial condition, results of operations, and prospects. Although we have already hired additional employees to assist us in complying with these requirements, we may need to hire more employees in the future or engage outside consultants, which will increase our operating expenses. Additionally, as a public company subject to additional rules and regulations and oversight, we may not have the same flexibility we had as a private company.

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

We also expect these rules and regulations to make it more expensive for us to obtain director and officer liability insurance, and we may be required to accept reduced policy limits and coverage or incur substantially higher costs to maintain the same or similar coverage. As a result, it may be more difficult for us to attract and retain qualified individuals to serve on our board of directors or as our executive officers.

As a result of disclosure of information in this prospectus and in filings required of a public company, our business and financial condition will become more visible, which may result in an increased risk of threatened or actual litigation, including by competitors and other third parties. If such claims are successful, our business, financial condition, results of operations, and prospects could be harmed, and even if the claims do not result in litigation or are resolved in our favor, these claims, and the time and resources necessary to resolve them, could divert the resources of our management and harm our business, financial condition, results of operations, and prospects.

Our ability to use our net operating loss carryforwards and certain other tax attributes to offset future taxable income may be limited.

As of December 31, 2023, we had no U.S. federal net operating loss carryforwards (NOLs), net of uncertain tax positions, and state NOLs of $76.5 million, net of uncertain tax positions. Our state NOLs begin to expire in 2026. In addition, as of December 31, 2023, we had federal tax credit carryforwards of approximately $17.7 million, which begin to expire in 2038. Our NOLs may be unavailable to offset future

taxable income because of restrictions under U.S. tax law including that our NOLs may expire or may not be available to offset our entire taxable income on an annual basis. For state income tax purposes, there may be periods during which the use of NOLs is limited, which could accelerate or permanently increase state taxes owed.

In addition, under Sections 382 and 383 of the Internal Revenue Code of 1986, as amended (the Code), if a corporation undergoes an "ownership change" (generally defined as a cumulative change in the corporation's ownership by "5-percent shareholders" that exceeds 50 percentage points over a rolling three-year period), the corporation's ability to use its pre-change NOLs and certain other pre-change tax attributes to offset its post-change taxable income may be limited. Similar rules may apply under state tax laws. We believe that we have undergone ownership changes in the past, and we may experience ownership changes in the future as a result of this offering or subsequent shifts in our stock ownership, some of which are outside our control. Our ability to use our pre-change NOLs and certain other pre-change tax attributes may be limited by such ownership changes as described above, and consequently, we may not be able to use a material portion of our NOLs and certain other tax attributes to offset our taxable income, which could have a material adverse effect on our cash flows and results of operations.

If our estimates or judgements relating to our critical accounting policies prove to be incorrect, our results of operations could be adversely affected.

The preparation of financial statements in conformity with U.S. generally accepted accounting principles (GAAP) requires management to make estimates and assumptions that affect the amounts reported in our consolidated financial statements and accompanying notes. We base our estimates on historical experience and on various other assumptions that we believe to be reasonable under the circumstances, as described in the section titled "Management's Discussion and Analysis of Financial Condition and Results of Operations." The results of these estimates form the basis for making judgments about the recognition and measurement of certain assets and liabilities and revenue and expenses that is not readily apparent from other sources. Our accounting policies that involve judgment include, but are not limited to, revenue recognition, breakage, allowances for credit losses, income taxes and associated valuation allowances, leases, stock-based compensation, contingent liabilities, impairment of the equity investment, convertible notes derivative liability, software development costs, including capitalization and the allocation of labor costs between cost of revenue and research and development expense, and the useful lives and impairment of long-lived assets. If our assumptions change or if actual circumstances differ from those in our assumptions, our results of operations could be adversely affected, which could cause our results of operations to fall below the expectations of securities analysts and investors, resulting in a decline in the market price of our Class A common stock.

Failure to comply with anti-bribery and anti-corruption laws and anti-money laundering laws, and similar laws, could subject us to penalties and other adverse consequences.

We are subject to the U.S. Foreign Corrupt Practices Act (the FCPA), the U.S. domestic bribery statute contained in 18 U.S.C. § 201, the U.S. Travel Act, and if we expand our operations internationally, possibly other anti-bribery and anti-corruption laws and anti-money laundering laws in countries outside of the United States. Anti-corruption and anti-bribery laws have been enforced aggressively in recent years and interpreted broadly to generally prohibit companies, their employees, agents, representatives, business partners, and third-party intermediaries from authorizing, offering, or providing, directly or indirectly, improper payments or benefits to recipients in the public and private sector.

We may in the future leverage third parties to sell our products and offerings and conduct our business abroad. We and our employees, agents, representatives, business partners, or third-party intermediaries may therefore have direct or indirect interactions with officials and employees of government agencies or state-owned or affiliated entities and may be held liable for the corrupt or other illegal activities of these employees, agents, representatives, business partners, or third-party intermediaries even if we do not explicitly authorize such activities. We cannot assure you that all of our employees, agents, representatives, business partners, or third-party intermediaries will not take actions

in violation of applicable law, for which we may be ultimately held responsible. As we expand into and increase our international sales and business, our risks under these laws may increase.

These laws also require that we keep accurate books and records and maintain internal accounting controls and compliance procedures designed to prevent any such actions. We cannot assure you that our employees, agents, representatives, business partners, or third-party intermediaries will not take actions in violation of our policies and applicable law, for which we may be ultimately held responsible.

Any allegations or violations of the FCPA or other applicable anti-bribery and anti-corruption laws or anti-money laundering laws could result in whistleblower complaints, sanctions, settlements, prosecutions, enforcement actions, fines, damages, adverse media coverage, investigations, loss of export privileges, severe criminal or civil sanctions, or suspension or debarment from U.S. or foreign government contracts, all of which may have an adverse effect on our reputation, business, results of operations, and prospects. Responding to any investigation or action will likely result in a materially significant diversion of management's attention and resources and significant defense costs and other professional fees.

Risks Related to Ownership of our Class A Common Stock and the Offering

The dual class stock structure of our common stock will have the effect of concentrating voting control with Bryan Leach, our Founder, Chief Executive Officer and President and a member of our board of directors, which will generally preclude your ability to influence the outcome of matters submitted to our stockholders for approval, subject to limited exceptions, including the election of our board of directors, the adoption of amendments to our certificate of incorporation and bylaws (where adopted by stockholders), and the approval of any merger, consolidation, sale of all or substantially all of our assets, or other major corporate transactions.

Our Class B common stock has twenty votes per share, and our Class A common stock, which is the stock we are offering in this initial public offering, has one vote per share. Upon the closing of this offering, Mr. Leach and entities affiliated with Mr. Leach will hold all of the issued and outstanding shares of our Class B common stock. Accordingly, upon the closing of this offering, Mr. Leach will hold approximately 69.74% of the voting power of our outstanding capital stock in the aggregate, which voting power may increase over time as Mr. Leach's equity awards (including in connection with the Equity Award Exchange) outstanding at the time of the completion of this offering are exercised or vested. If all such equity awards held by Mr. Leach had been exercised or vested as of the date of the completion of this offering, Mr. Leach and entities affiliated with Mr. Leach would collectively hold 77.13% of the voting power of our outstanding capital stock. As a result, Mr. Leach will generally be able to determine any action requiring the approval of our stockholders, subject to limited exceptions, including the election of our board of directors, the adoption of amendments to our certificate of incorporation and bylaws (where adopted by stockholders), and the approval of any merger, consolidation, sale of all or substantially all of our assets, or other major corporate transactions. Mr. Leach may have interests that differ from yours and may vote in a way with which you disagree and which may be adverse to your interests. This concentrated control may have the effect of delaying, preventing, or deterring a change in control of our Company, could deprive our stockholders of an opportunity to receive a premium for their capital stock as part of a sale of our Company, and might ultimately affect the market price of our Class A common stock.

Future transfers by the holders of Class B common stock will generally result in those shares automatically converting into shares of Class A common stock, subject to limited exceptions, such as certain transfers effected for estate planning or other transfers among Mr. Leach and his family members and affiliates. In addition, each share of Class B common stock will convert automatically into one share of Class A common stock upon the earliest of (i) the date fixed by the board of directors that is no less than 61 days and no more than 180 days following the first time after 11:59 p.m. Eastern Time on the closing date of the initial sale of shares of Class A common stock in this initial public offering that the number of outstanding shares of Class B common stock is less than five percent (5%) of the total outstanding shares of our capital stock, (ii) 5:00 p.m. Eastern Time on the date that is seven years after

the closing date of the initial sale of shares of Class A common stock in this initial public offering, (iii) the date fixed by the board of directors that is no less than 61 days and no more than 180 days following the first time after 11:59 p.m. Eastern Time on the closing date of the initial sale of shares of Class A common stock in this initial public offering that Mr. Leach is no longer providing services to the Company as an officer, director, employee, or consultant, and (iv) the date of the death or permanent disability of Mr. Leach. We refer to the date on which such final conversion of all outstanding shares of Class B common stock pursuant to the terms of our amended and restated certificate of incorporation occurs as the Final Conversion Date. For information about our dual class structure, see the section titled "Description of Capital Stock."

We cannot predict the effect our dual class structure may have on the trading price of our Class A common stock.

We cannot predict whether our dual class structure will result in a lower or more volatile trading price of our Class A common stock, adverse publicity, or other adverse consequences. For example, certain index providers have announced restrictions affecting companies with multiple-class share structures in certain of their indices. In July 2017, FTSE Russell announced that it would require new constituents of its indices to have greater than 5% of a company's voting rights in the hands of public stockholders. Under this policy, the dual class structure of our common stock could make us ineligible for inclusion in certain indices and, as a result, mutual funds, exchange-traded funds, and other investment vehicles that attempt to passively track those indices would not invest in our Class A common stock. These policies are relatively new and it is unclear what effect, if any, they will have or continue to have on the valuations of publicly-traded companies excluded from such indices, but it is possible that they may depress valuations, as compared to similar companies that are included. Because of the dual class structure of our common stock, we may be excluded from certain indices, and other stock indices may take similar actions. Given the sustained flow of investment funds into passive strategies that seek to track certain indices, exclusion from certain stock indices could preclude investment by many of these funds and could make our Class A common stock less attractive to other investors. As a result, the trading price of our Class A common stock could be adversely affected.

The public trading price of our Class A common stock may be volatile, and the value of our Class A common stock may decline.

We cannot predict the prices at which our Class A common stock will trade. The initial public offering price of our Class A common stock will be determined by negotiations between us, the selling stockholders, and the underwriters and may not bear any relationship to the market price at which our Class A common stock will trade after this offering or to any other established criteria of the value of our business and prospects, and the market price of our Class A common stock following this offering may fluctuate substantially and may be lower than the initial public offering price. In addition, the trading price of our Class A common stock following this offering is likely to be volatile and could be subject to fluctuations in response to various factors, some of which are beyond our control. These fluctuations could cause you to lose all or part of your investment in our Class A common stock as you might be unable to sell your shares at or above the price you paid in this offering. Factors that could cause fluctuations in the trading price of our Class A common stock include the following:

- price and volume fluctuations in the overall stock market from time to time;
- volatility in the trading prices and trading volumes of technology stocks;
- changes in operating performance and stock market valuations of other technology companies generally, or those in our industry in particular;
- sales or expected sales of shares of our Class A common stock by us or our stockholders;

- failure of securities analysts to maintain coverage of us, changes in financial estimates by securities analysts who follow us or our failure to meet these estimates or the expectations of investors;
- any plans we may have to provide or not to provide financial guidance or projections, which may increase the probability that our financial results are perceived as not in line with analysts' expectations;
- if we do provide financial guidance or projections, any changes in those projections or our failure to meet those projections;
- changes in the anticipated future size or growth rate of our addressable markets;
- announcements by us or our competitors of new solutions or platform features;
- the public's reaction to our press releases, other public announcements and filings with the SEC;
- rumors and market speculation involving us or other companies in our industry;
- actual or anticipated changes in our results of operations or fluctuations in our results of operations;
- actual or anticipated developments in our business, our competitors' businesses or the competitive landscape generally;
- litigation involving us, our industry or both, or investigations by regulators into our operations or those of our competitors;
- actual or perceived privacy or security breaches or other incidents;
- developments or disputes concerning our intellectual property or other proprietary rights;
- announced or completed acquisitions of businesses, services, or technologies by us or our competitors;
- new laws or regulations or new interpretations of existing laws or regulations applicable to our business;
- changes in accounting standards, policies, guidelines, interpretations, or principles;
- any additions or departures of board members, management, or key personnel;
- expiration of lock-up agreements and market stand-off provisions;
- the impact of seasonality;
- other events or factors, including those resulting from war, incidents of terrorism, or pandemics including the COVID-19 pandemic; and
- general economic conditions and slow or negative growth of our markets.

In addition, stock markets, and the market for technology companies in particular, have experienced price and volume fluctuations that have affected and continue to affect the market prices of equity securities of many companies. Stock prices of many companies, including technology companies, have fluctuated in a manner often unrelated to the operating performance of those companies. In the past, following periods of volatility in the overall market and the market price of a particular company's securities, securities class action litigation has often been instituted against these companies. This litigation, if instituted against us, could result in substantial costs and a diversion of our management's attention and resources.

No public market for our Class A common stock currently exists, and an active public trading market may not develop or be sustained following this offering.

No public market for our Class A common stock currently exists. An active public trading market for our Class A common stock may not develop following the completion of this offering or, if developed, it may not be sustained. The lack of an active market may impair your ability to sell your shares at the time you wish to sell them or at a price that you consider reasonable. The lack of an active market may also reduce the fair value of your shares. An inactive market may also impair our ability to raise capital to continue to fund operations by selling shares and may impair our ability to acquire other companies or technologies by using our shares as consideration.

Although we do not expect to rely on the "controlled company" exemption under the listing standards of the New York Stock Exchange, we expect to have the right to use such exemption and therefore we could in the future avail ourselves of certain reduced corporate governance requirements.

As a result of our dual class common stock structure, Mr. Leach and entities affiliated with Mr. Leach will hold a majority of the voting power of our outstanding capital stock following the completion of this offering and Mr. Leach will have the authority to vote the shares of Class B common stock at his discretion on all matters to be voted upon by stockholders. Therefore, we will be considered a "controlled company" as that term is set forth in the listing standards of the New York Stock Exchange. Under these listing standards, a company in which over 50% of the voting power for the election of directors is held by an individual, a group, or another company is a "controlled company" and may elect not to comply with certain listing standards of the New York Stock Exchange regarding corporate governance, including:

- the requirement that a majority of its board of directors consist of independent directors;
- the requirement that its nominating or corporate governance committee be composed entirely of independent directors with a written charter addressing the committee's purpose and responsibilities and an annual performance evaluation of the committee; and
- the requirement that its compensation committee be composed entirely of independent directors with a written charter addressing the committee's purpose and responsibilities, an annual performance evaluation of the committee, and the rights and responsibilities of the committee related to any compensation consultant, independent legal counsel, or any other advisor retained by the committee.

These requirements would not apply to us if, in the future, we choose to avail ourselves of the "controlled company" exemption. Although we qualify as a "controlled company," we do not currently expect to rely on these exemptions and intend to fully comply with all corporate governance requirements under the listing standards of the New York Stock Exchange. However, if we were to utilize some or all of these exemptions, we would not comply with certain of the corporate governance standards of the New York Stock Exchange, which could adversely affect the protections for other stockholders.

Future sales of our Class A common stock in the public market could cause the market price of our Class A common stock to decline.

Additional sales of a substantial number of shares of our Class A common stock in the public market after this offering, or the perception that such sales may occur, could have an adverse effect on our stock price and could impair our ability to raise capital through the sale of additional stock. In the future, we may attempt to obtain financing or to further increase our capital resources by issuing additional shares of our Class A common stock. Issuing additional shares of our common stock or other equity securities or securities convertible into equity may dilute the economic and voting rights of our existing stockholders or reduce the market price of our Class A common stock or both.

Upon the completion of this offering, we will have 27,221,509 shares of Class A common stock issued and outstanding (or 27,221,509 shares of Class A common stock if the underwriters exercise their option to purchase additional shares). The Class A common stock offered hereby will be freely tradable without restriction under the Securities Act of 1933, as amended (the Securities Act), except for any shares of Class A common stock that may be held or acquired by our directors, executive officers and other affiliates (as that term is defined in the Securities Act), which will be restricted securities under the Securities Act.

All of our directors and officers and the holders of substantially all of our capital stock and securities convertible into our capital stock are subject to lock-up agreements that restrict their ability to transfer shares of our capital stock as detailed in the sections titled “Shares Eligible for Future Sale” and “Underwriting.”

Upon the expiration of the restricted period described above, substantially all of the securities subject to such lock-up and market standoff restrictions will become eligible for sale, subject to compliance with applicable securities laws. Furthermore, Goldman Sachs & Co. LLC, Citigroup Global Markets Inc., and BofA Securities, Inc. may waive the lock-up agreements and market standoff agreements entered into by our executive officers, directors, and record holders of our securities before they expire.

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

We are an “emerging growth company,” as defined in the JOBS Act, and have the option to use certain exemptions from various reporting requirements that are applicable to other public companies that are not emerging growth companies including, but not limited to, not being required to comply with the auditor attestation requirements of Section 404, reduced disclosure obligations regarding executive compensation in our periodic reports and proxy statements, and exemptions from the requirements of holding a nonbinding advisory vote on executive compensation and stockholder approval of any golden parachute payments not previously approved. We may take advantage of these reporting exemptions until we are no longer an emerging growth company. We will remain an emerging growth company until the earlier of (i) the last day of the fiscal year (A) following the fifth anniversary of this offering, (B) in which we have total annual revenue of at least $1.235 billion, or (C) in which we are deemed to be a large accelerated filer, with at least $700 million of equity securities held by non-affiliates as of the prior June 30th, and (ii) the date on which we have issued more than $1 billion in non-convertible debt during the prior three-year period.

Under the JOBS Act, emerging growth companies can also delay adopting new or revised accounting standards until such time as those standards apply to private companies. We have elected to use this extended transition period for complying with new or revised accounting standards that have different effective dates for public and private companies until the earlier of the date we (i) are no longer an emerging growth company or (ii) affirmatively and irrevocably opt out of the extended transition period provided in the JOBS Act. As a result, our financial statements may not be comparable to companies that comply with new or revised accounting pronouncements as of public company effective dates. Further, we may take advantage of some of the other reduced regulatory and reporting requirements that will be available to us so long as we qualify as an “emerging growth company.”

Among other things, this means that our independent registered public accounting firm will not be required to provide an attestation report on the effectiveness of our internal controls over financial reporting so long as we qualify as an emerging growth company, which may increase the risk that weaknesses or deficiencies in our internal controls over financial reporting go undetected. Likewise, so long as we qualify as an emerging growth company, we may elect not to provide you with certain information, including certain financial information and certain information regarding compensation of our executive officers, that we would otherwise have been required to provide in filings we make with the SEC, which may make it more difficult for investors and securities analysts to evaluate our Company. As

a result, investor confidence in our Company and the market price of our Class A common stock may be adversely affected. Further, we cannot predict if investors will find our Class A common stock less attractive because we will rely on these exemptions. If some investors find our Class A common stock less attractive as a result, there may be a less active trading market for our Class A common stock and our stock price may be more volatile.

Delaware law and provisions in our amended and restated certificate of incorporation and amended and restated bylaws could make a merger, tender offer or proxy contest difficult, thereby depressing the market price of our Class A common stock.

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

- certain amendments to our amended and restated certificate of incorporation or our amended and restated bylaws will require the approval of at least 66 2/3% of the voting power of our then-outstanding and issued capital stock;
- our board of directors will be classified into three classes of directors with staggered three-year terms and stockholders will only be permitted to remove directors from office for cause from and after the Voting Threshold Date (as defined in our amended and restated certificate of incorporation) and for so long as the board is classified;
- our dual class common stock structure generally will provide Bryan Leach, our Founder, Chief Executive Officer and President and member of our board of directors, with the ability to determine the outcome of matters requiring stockholder approval, subject to limited exceptions, even if he owns significantly less than a majority of the shares of our outstanding capital stock;
- from and after the Voting Threshold Date (as defined in our amended and restated certificate of incorporation), our stockholders will only be able to take action at a meeting of stockholders and will not be able to take action by written consent for any matter;
- our amended and restated certificate of incorporation will not provide for cumulative voting;
- vacancies and other unfilled seats on our board of directors will be able to be filled only by our board of directors and not by stockholders;
- a special meeting of our stockholders may only be called by the chairperson of our board of directors, our Chief Executive Officer, our President, or the board acting pursuant to a resolution adopted by a majority of the total number of authorized directors whether or not there exist any vacancies or unfilled seats in previously authorized directorships on our board of directors;
- unless we consent in writing to the selection of an alternative forum, certain litigation against us or our directors, officers, stockholders, or employees can only be brought in Delaware;
- our amended and restated certificate of incorporation will authorize 100 million shares of undesignated preferred stock, the terms of which may be established and shares of which may be issued by the board of directors without further action by our stockholders, except that the approval of a majority of the outstanding shares of Class B common stock is required for the issuance of any shares of capital stock having the right to more than one vote per share; and

- advance notice procedures apply for stockholders to nominate candidates for election as directors at an annual or special meeting of stockholders or to propose business before an annual meeting of stockholders.

These provisions, alone or together, could discourage, delay or prevent a transaction involving a change in control of our Company. These provisions could also discourage proxy contests and make it more difficult for stockholders to elect directors of their choosing and to cause us to take other corporate actions they desire, any of which, under certain circumstances, could limit the opportunity for our stockholders to receive a premium for their shares of our Class A common stock, and could also affect the price that some investors are willing to pay for our Class A common stock.

Our amended and restated bylaws that will become effective in connection with this offering will generally provide that the Court of Chancery of the State of Delaware and the federal district courts of the United States will be the exclusive forums for substantially all disputes between us and our stockholders, which could limit our stockholders' ability to obtain a favorable judicial forum for disputes with us or our directors, officers, stockholders or employees.

Our amended and restated bylaws that will become effective in connection with this offering generally provide that, unless we consent in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware is the sole and exclusive forum for the following types of proceedings:

- any derivative action or proceeding brought on behalf of us;
- any action asserting a claim of breach of a fiduciary duty owed by any of our directors, officers, stockholders, or other employees to us or our stockholders;
- any action asserting a claim arising pursuant to any provision of the DGCL or our amended and restated certificate of incorporation or our amended and restated bylaws (as either may be amended from time to time); or
- any action asserting a claim governed by the internal affairs doctrine.

Our amended and restated bylaws further provide that, unless we consent in writing to the selection of an alternative forum, the federal district courts of the United States will be the exclusive forum for resolving any complaint asserting a cause of action arising under the Securities Act.

Although we believe these provisions benefit us by providing increased consistency in the application of Delaware law for the specified types of actions and proceedings, these exclusive-forum provisions may make it more expensive for stockholders to bring a claim than if the stockholders were permitted to select another jurisdiction and may limit a stockholder's ability to bring a claim in a judicial forum that it finds favorable for disputes with us or our directors, officers, stockholders, or other employees, which may discourage lawsuits against us and our directors, officers, stockholders, and other employees. Our amended and restated bylaws also limit the ability of a person to bring a claim in a judicial forum that it finds favorable for disputes arising under the Securities Act against any person in connection with any offering of the Company's securities, including any auditor, underwriter, expert, control person, or other defendant. Any person or entity purchasing, holding, or otherwise acquiring any interest in any of our securities shall be deemed to have notice of and consented to these provisions. The enforceability of similar choice of forum provisions in other companies' governing documents has been challenged in legal proceedings, and it is possible that a court could find these types of provisions to be inapplicable or unenforceable. We also note that stockholders cannot waive compliance (or consent to noncompliance) with the federal securities laws and the rules and regulations thereunder. If a court were to find either exclusive-forum provision in our amended and restated bylaws to be inapplicable or unenforceable in an action, we may incur additional costs associated with resolving the dispute in other jurisdictions, which could significantly harm our business.

If securities or industry analysts do not publish research or publish inaccurate or unfavorable research about us, our business or our market, or if they change their recommendation regarding our Class A common stock adversely, the market price and trading volume of our Class A common stock could decline.

The market price and trading volume for our Class A common stock will depend in part on the research and reports that securities or industry analysts publish about us, our business, our market, or our competitors. The analysts' estimates are based upon their own opinions and are often different from our estimates or expectations. If any of the analysts who cover us change their recommendation regarding our Class A common stock adversely, provide more favorable relative recommendations about our competitors or publish inaccurate or unfavorable research about our business, the price of our securities would likely decline. If few securities analysts commence coverage of us, or if one or more of these analysts cease coverage of us or fail to publish reports on us regularly, we could lose visibility in the financial markets and demand for our securities could decrease, which could cause the price and trading volume of our Class A common stock to decline.

We will have broad discretion in the use of the net proceeds to us from this offering and may not use them effectively.

We will have broad discretion in the application of the net proceeds to us from this offering, including for any of the purposes described in the section titled "Use of Proceeds," and you will not have the opportunity as part of your investment decision to assess whether the net proceeds are being used appropriately. Because of the number and variability of factors that will determine our use of the net proceeds from this offering, our ultimate use may vary substantially from our currently intended use. Investors will need to rely upon the judgment of our management with respect to the use of proceeds. Pending use, we may invest the net proceeds from this offering in investment-grade, interest-bearing securities, such as money market accounts, certificates of deposit, commercial paper, and guaranteed obligations of the U.S. government that may not generate a high yield for our stockholders. If we do not use the net proceeds that we receive in this offering effectively, our business, financial condition, results of operations, and prospects could be harmed, and the market price of our common stock could decline.

You will experience immediate and substantial dilution in the net tangible book value of the shares of Class A common stock you purchase in this offering.

The initial public offering price of our Class A common stock is substantially higher than the pro forma net tangible book value per share of our Class A common stock immediately after this offering. If you purchase shares of our Class A common stock in this offering, you will suffer immediate dilution of $70.23 per share, representing the difference between our pro forma as adjusted net tangible book value per share after giving effect to the sale of Class A common stock in this offering and an assumed initial public offering price of $80.00 per share, the midpoint of the estimated price range set forth on the cover page of this prospectus. See the section titled "Dilution."

Additional issuances of our stock could result in significant dilution to our stockholders.

Additional issuances of our stock will result in dilution to existing holders of our capital stock. Also, to the extent outstanding additional shares subject to options and warrants to purchase our capital stock are authorized and exercised, there will be further dilution. The amount of dilution could be substantial depending upon the size of the issuance or exercise. Sales of substantial numbers of such shares in the public market could adversely affect the market price of our shares. In addition, the perceived risk of dilution as a result of the significant number of outstanding warrants may cause our common stockholders to be more inclined to sell their shares, which would contribute to a downward movement in the price of our common stock. Moreover, the perceived risk of dilution and the resulting downward pressure on our common stock price could encourage investors to engage in short sales of our Class A common stock, which could further contribute to price declines in our common stock. The fact that our warrant holders can sell substantial amounts of our Class A common stock in the public market could make it more

difficult for us to raise additional funds through the sale of equity or equity-related securities in the future at a time and price that we deem reasonable or appropriate, or at all.

To the extent we issue shares of our capital stock to effect a business combination, the potential for the issuance of a substantial number of additional shares upon exercise of our warrants could make us a less attractive acquisition vehicle in the eyes of a target business since the exercise of warrants could reduce the value of the shares issued to complete the business combination. Accordingly, our warrants may make it more difficult to effectuate a business combination or increase the cost of acquiring the target business. Further, our warrants could make the structuring of any strategic transaction more complex and affect the terms of any such strategic transaction.

For example, as further described in the section titled “Certain Relationships and Related Party Transactions—Agreements with Walmart”, on May 17, 2021, we issued a common stock purchase warrant (the Walmart Warrant) to Walmart in connection with a multi-year strategic relationship that makes Ibotta the exclusive provider of digital item-level rebate offer content for Walmart U.S.

Pursuant to the terms of the Walmart Warrant, Walmart has the right to purchase up to 3,528,577 shares of our Class A common stock, subject to a non-discretionary anti-dilution provision, at an exercise price of $70.12 per share, except that if our stock is priced in our initial public offering at less than $ $70.12 per share (taking into account any adjustments for stock splits and similar measure), the exercise price will be decreased to a price that is 10% below the price specified for our initial public offering.

As part of our business strategy, we may acquire or make investments in companies, products or technologies and issue equity securities to pay for any such acquisition or investment. Any such issuances of additional capital stock may cause stockholders to experience significant dilution of their ownership interests and the per share value of our common stock to decline.

General Risks

Natural disasters and other events beyond our control could harm our business.

Natural disasters or other catastrophic events may cause damage or disruption to our operations, non-U.S. commerce and the global economy, and thus could have a negative effect on us. Our facilities are located in Denver, Colorado. Our business operations are subject to interruption by natural disasters, blizzards, flooding, fire, power shortages, pandemics, terrorism, political unrest, telecommunications failure, vandalism, cyberattacks, geopolitical instability, war, the effects of climate change, and other events beyond our control. Although we maintain crisis management and disaster response plans, such events could make it difficult or impossible for us to deliver our solutions to our customers, could decrease demand for our solutions, could make existing customers unable or unwilling to fulfill their contractual requirements to us, including their payment obligations, and could cause us to incur substantial expense, including expenses or liabilities arising from potential litigation. Our insurance may not be sufficient to cover losses or additional expense that we may sustain. Customer data could be lost, significant recovery time could be required to resume operations and our business, financial condition, results of operations, and prospects could be adversely affected in the event of a major natural disaster or catastrophic event. The occurrence of any of these business disruptions could seriously harm our business, financial condition, results of operations, and prospects.

We do not intend to pay dividends on our Class A common stock in the foreseeable future, so any returns will be limited to the value of our Class A common stock.

We have never declared nor paid cash dividends on our capital stock. We currently intend to retain any future earnings to finance the operation and expansion of our business, and we do not anticipate declaring or paying any dividends to holders of our capital stock in the foreseeable future. In addition, our credit agreement contains restrictions on our ability to pay dividends. Consequently, you may need to rely on sales of our Class A common stock after price appreciation, which may never occur, as the only way to realize any future gains on your investment.

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This prospectus contains forward-looking statements within the meaning of the federal securities laws, which involve substantial risks and uncertainties. Forward-looking statements generally relate to future events or our future financial or operating performance. In some cases, you can identify forward-looking statements because they contain words such as “may,” “will,” “should,” “expect,” “plan,” “anticipate,” “could,” “would,” “intend,” “target,” “project,” “contemplate,” “believe,” “estimate,” “predict,” “potential,” or “seek,” “aim,” “look,” “wish,” “hope,” “pursue,” “propose,” “design,” “forecast,” “try,” “continue” or the negative of these words or other similar terms or expressions that concern our expectations, strategy, plans, or intentions. Forward-looking statements contained in this prospectus include, but are not limited to, statements about:

- our expectations regarding financial results and performance, including our operational and financial targets, key metrics, and our ability to maintain profitability and generate profitable growth over time as well as our preliminary financial results for the three months ended March 31, 2024;
- our ability to successfully execute our business and growth strategy;
- our expectations regarding the capabilities of our platform and technology;
- the sufficiency of our cash, cash equivalents, and marketable securities to meet our liquidity needs;
- the demand for the IPN including the size of our addressable market, market share, and market trends;
- our ability to renew, maintain, and expand our relationships with publishers, CPG brands, and retailers;
- our ability to grow the number of redeemers that use our platform and the amount redeemed by our redeemers;
- our expectations regarding the macroeconomic environment, including rising inflation and interest rates, and uncertainty in the global banking and financial services markets;
- our ability to develop and protect our brand;
- our ability to effectively manage costs;
- our ability to develop new offerings, services, and features and bring them to market in a timely manner and make enhancements to our platform;
- our ability to compete with existing and new competitors in existing and new markets and offerings;
- our expectations regarding outstanding litigation and legal and regulatory matters;
- our expectations regarding the effects of existing and developing laws and regulations and our ability to comply with such laws and regulations including privacy matters;
- our ability to collect, receive, store, process, generate, use, transfer, disclose, make accessible, protect, secure, dispose of and share data about redeemers and our publishers, CPG brands, and retailers;
- our ability to manage and insure operations-related risk associated with our business;
- our expectations regarding our market opportunity and new and evolving markets;

- our ability to maintain the security and availability of the IPN;
- our expectations and management of future growth;
- our expectations concerning relationships with third parties, including with Walmart and Dollar General;
- our ability to expand into new verticals;
- our ability to maintain, protect, and enhance our intellectual property;
- the need to hire additional personnel and our ability to attract and retain such personnel;
- our ability to obtain additional capital and maintain cash flow or obtain adequate financing or financing on terms satisfactory to us;
- our expectations that we will not rely on the "controlled company" exemption under the listing standards of the New York Stock Exchange;
- the increased expenses associated with being a public company;
- the future trading prices of our common stock;
- the impact of the COVID-19 pandemic, or a similar public health threat, or the ongoing conflict between Russia and Ukraine and the recent escalation of conflict between Hamas and Israel, on global capital and financial markets, political events, general economic conditions in the United States, and our business and operations; and
- our anticipated uses of net proceeds from this offering.

We have based these forward-looking statements largely on our current expectations and projections about our business, the industry in which we operate and financial trends that we believe may affect our business, financial condition, results of operations, and prospects, and these forward-looking statements are not guarantees of future performance or development. These forward-looking statements speak only as of the date of this prospectus and are subject to a number of risks, uncertainties, and assumptions described in the section titled "Risk Factors" and elsewhere in this prospectus. Because forward-looking statements are inherently subject to risks and uncertainties, some of which cannot be predicted or quantified, you should not rely on these forward-looking statements as predictions of future events. The events and circumstances reflected in our forward-looking statements may not be achieved or occur and actual results could differ materially from those projected in the forward-looking statements. Except as required by applicable law, we do not plan to publicly update or revise any forward-looking statements contained herein until after we distribute this prospectus, whether as a result of any new information, future events, or otherwise.

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

MARKET, INDUSTRY, AND OTHER DATA

Unless otherwise indicated, estimates and information contained in this prospectus concerning our industry and the market in which we operate, including our general expectations, market position, market opportunity, and market size, are based on industry publications and reports generated by third-party providers, other publicly available studies, and our internal sources and estimates. This information involves a number of assumptions and limitations, and you are cautioned not to give undue weight to such estimates. Although we are responsible for all of the disclosure contained in this prospectus and we believe the information from the industry publications and other third-party sources included in this prospectus is reliable, we have not independently verified the accuracy or completeness of the data contained in such sources. The content of, or accessibility through, the below sources, except to the extent specifically set forth in this prospectus, does not constitute a portion of this prospectus and is not incorporated herein and any websites are an inactive textual reference only.

The sources of the statistical data, estimates, and market and industry data contained in this prospectus are provided below:

- Bamboo Rose, FMI Report: 41% of Shoppers are Buying More Private Brands, July 2022
- Bankrate, LLC, Survey: The average American feels they'd need over $200K a year to be financial comfortable, July 2023
- Bond Brand Loyalty Inc., Growth of Customer Loyalty Strategies Raises Bar on Innovation, June 2023
- Built In, Inc., 2023 Best Places to Work, 2023
- Built In, Inc., The Best Places to Work, 2022
- Built In, Inc., The Best Places to Work, 2021
- Cadent Consulting Group, 2022 Marketing Spending, Navigating CPG Marketing Spending in an Inflation Dominated World, December 2022
- CapitalOne Shopping Research, Coupon Statistics, January 2024
- Cision PR Newswire, EY announces Ibotta, Inc.'s Founder & CEO, Bryan Leach, is an EY Entrepreneur Of The Year® 2015 Award winner in the Mountain Desert Region, July 2015
- Cision PR Newswire, Ibotta Recognized by The Denver Post as a Colorado "Top Workplace," May 2019
- ColoradoBiz Magazine, CEO of the Year: Colorado's King of Couponing 2.0, November 2018
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USE OF PROCEEDS

We estimate that the net proceeds to us from the sale of the shares of our Class A common stock in this offering will be approximately $178.5 million, based upon an assumed initial public offering price of $80.00 per share, which is the midpoint of the price range set forth on the cover page of this prospectus, and after deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us. We will not receive any of the proceeds from the sale of Class A common stock in this offering by the selling stockholders identified in this prospectus.

Each $1.00 increase or decrease in the assumed initial public offering price of $80.00 per share would increase or decrease, as applicable, the net proceeds to us from this offering by approximately $2.3 million, assuming the number of shares offered by us, as set forth on the cover page of this prospectus, remains the same, and after deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us. Each increase or decrease of 1.0 million shares in the number of shares offered by us in this offering would increase or decrease, as applicable, the net proceeds to us from this offering by approximately $75.0 million, assuming that the assumed initial public offering price remains the same, and after deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us. We do not expect that a change in the initial public offering price or the number of shares by these amounts would have a material effect on our uses of the proceeds from this offering, although it may change the time at which we will need to seek additional capital.

The principal purposes of this offering are to increase our capitalization and financial flexibility, create a public market for our common stock, and enable access to the public equity markets for us and our stockholders.

We intend to use the net proceeds we receive from this offering for general corporate purposes, including working capital, operating expenses, and capital expenditures. We cannot specify with certainty the particular uses of the net proceeds that we will receive from this offering. Accordingly, we will have broad discretion in using these proceeds. Pending the use of proceeds from this offering as described above, we may invest the net proceeds that we receive in this offering in short-term, investment grade, interest-bearing instruments.

DIVIDEND POLICY

We have not declared or paid any cash dividends on our capital stock since our date of incorporation. We intend to retain future earnings, if any, to finance the operation and expansion of our business and do not anticipate paying any cash dividends in the foreseeable future. Payment of future cash dividends, if any, will be at the discretion of our board of directors after taking into account various factors, including our financial condition, operating results, current and anticipated cash needs, the requirements and contractual restrictions of any then-existing debt instruments, and other factors that our board of directors may deem relevant.

CAPITALIZATION

The following table sets forth our cash, cash equivalents, and investments and capitalization as of December 31, 2023, as follows:

- on an actual basis without any adjustments to reflect subsequent or anticipated events;
- on a pro forma basis, giving effect to (i) the Capital Stock Conversion, as if such conversion had occurred on December 31, 2023, (ii) the Notes Conversion, as if such conversion had occurred on December 31, 2023, (iii) the filing and effectiveness of our amended and restated certificate of incorporation in Delaware that will become effective prior to the completion of this offering and will effect the Reclassification as if it had occurred on December 31, 2023, and (iv) the Class B Stock Exchange, as if such exchange had occurred on December 31, 2023; and
- on a pro forma as adjusted basis, giving effect to (i) the pro forma adjustments set forth above, and (ii) the sale and issuance by us of 2,500,000 shares of our Class A common stock in this offering, based upon the assumed initial public offering price of $80.00 per share, which is the midpoint of the estimated offering price range set forth on the cover page of this prospectus, and after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us.

The pro forma as adjusted information set forth below is illustrative only and will depend on the actual initial public offering price and other terms of this offering determined at pricing. You should read this table in conjunction with our consolidated financial statements and related notes included elsewhere in this prospectus and the “Management’s Discussion and Analysis of Financial Condition and Results of Operations.”

	As of December 31, 2023		
	Actual	Pro Forma	Pro Forma As Adjusted[1][2]
	(unaudited) (in thousands, except share and per share data)		
Cash, cash equivalents, and investments	$ 62,591	$ 62,591	$ 245,091
Convertible notes, net	$ 64,448	$ —	$ —
Convertible notes derivative liability	25,400	—	—
Stockholders' equity (deficit):			
Series Seed preferred stock, par value $0.00001 per share; 2,407,363 shares authorized, 2,407,363 shares issued and outstanding, actual; no shares issued and outstanding, pro forma and pro forma as adjusted	—	—	—
Series A preferred stock, par value $0.00001 per share; 1,984,186 shares authorized, 1,984,186 shares issued and outstanding, actual; no shares issued and outstanding, pro forma and pro forma as adjusted	—	—	—
Series B preferred stock, par value $0.00001 per share; 3,824,091 shares authorized, 3,824,091 shares issued and outstanding, actual; no shares issued and outstanding, pro forma and pro forma as adjusted	—	—	—
Series C preferred stock, par value $0.00001 per share; 3,300,548 shares authorized, 3,300,548 shares issued and outstanding, actual; no shares issued and outstanding, pro forma and pro forma as adjusted	—	—	—
Series C-1 preferred stock, par value $0.00001 per share; 1,578,552 shares authorized, 1,578,552 shares issued and outstanding, actual; no shares issued and outstanding, pro forma and pro forma as adjusted	—	—	—
Series D preferred stock, par value $0.00001 per share; 4,151,214 shares authorized, 4,151,214 shares issued and outstanding, actual; no shares issued and outstanding, pro forma and pro forma as adjusted	—	—	—
Class A common stock, par value $0.00001 per share; no shares authorized, issued and outstanding, actual; 3,000,000,000 shares authorized, 24,193,509 shares issued and outstanding, pro forma; 3,000,000,000 shares authorized, 27,221,509 shares issued and outstanding, pro forma as adjusted	—	—	—
Class B common stock, par value $0.00001 per share; no shares authorized, issued and outstanding, actual; 350,000,000 shares authorized, 3,668,427 shares issued and outstanding, pro forma; 350,000,000 shares authorized, 3,137,427 shares issued and outstanding, pro forma as adjusted	—	—	—
Common stock, par value $0.00001 per share; 40,000,000 shares authorized, 9,207,337 shares issued and outstanding, actual; 3,350,000,000 shares authorized, 27,861,936 shares issued and outstanding, pro forma; 3,350,000,000 shares authorized, 30,358,936 shares issued and outstanding pro forma as adjusted	—	—	—
Additional paid-in capital	237,116	374,052	552,552
Accumulated deficit	(209,188)	(256,276)	(256,276)
Total stockholders' equity (deficit)	27,928	117,776	296,276
Total capitalization	$ 117,776	$ 117,776	$ 296,276

(1) Each $1.00 increase or decrease in the assumed initial public offering price of $80.00 per share, the midpoint of the price range set forth on the cover page of this prospectus, would increase or decrease, as applicable, each of our cash, cash equivalents, and investments, additional paid-in-capital, total stockholders' equity (deficit), and total capitalization by $5.6 million, assuming the number of shares offered by us, as set forth on the cover page of this prospectus, remains the same and after deducting the estimated underwriting discounts and commissions and estimated expenses payable by us. Each increase or decrease of 1.0 million shares in the number of shares of common stock offered by us would increase or decrease, as applicable, each of our cash, cash equivalents, and investments, working capital, total assets, and total stockholders' equity (deficit) by approximately $75.0 million, assuming no change in the assumed initial public offering price of $80.00 per share and after deducting the estimated underwriting discounts and commissions and estimated expenses payable by us.

(2) As of December 31, 2023 the Company had incurred and paid $4.0 million of the total estimated offering expenses.

The pro forma and pro forma as adjusted columns in the table above are based on 24,193,509 shares of our Class A common stock and 3,668,427 shares of our Class B common stock outstanding as of December 31, 2023 (after giving effect to the Capital Stock Conversion, Notes Conversion, the Reclassification, and the Class B Stock Exchange), and exclude the following:

- 4,516,612 shares of our Class A common stock issuable upon exercise of options to purchase shares of our Class A common stock outstanding as of December 31, 2023 under our 2011 Equity Incentive Plan (2011 Plan), at a weighted average exercise price of $14.34 per share;
- 184,148 shares of our Class A common stock issuable upon the exercise of options to purchase shares of our Class A common stock that we granted after December 31, 2023 under our 2011 Plan, at an exercise price of $31.15 per share;
- 305,172 shares of Class A common stock issuable upon the vesting and settlement of restricted stock unit awards that we granted after December 31, 2023 under our 2011 Plan, 8,973 of which were issued to Bryan Leach, our Founder, Chief Executive Officer and President and member of our board of directors that can be exchanged for a number of shares of Class B common stock of equivalent value pursuant to the Equity Exchange Right Agreement (as defined below);
- 707,365 shares of Class A common stock issuable upon the vesting and settlement of restricted stock unit awards to be effective immediately prior to the initial public offering, based upon an assumed initial public offering price of $80.00 per share, which is the midpoint of the price range set forth on the cover page of this prospectus, up to 413,213 of which will be granted to Bryan Leach that can be exchanged for a number of shares of Class B common stock of equivalent value pursuant to the Equity Exchange Right Agreement;
- 30,000 shares of Class A common stock issuable upon the vesting and settlement of restricted stock unit awards to be effective immediately after the completion of the initial public offering, based upon an assumed initial public offering price of $80.00 per share, which is the midpoint of the price range set forth on the cover page of this prospectus;
- 3,000 shares of Class A common stock that were repurchased by us after December 31, 2023;
- 569,736 shares of Class A common stock reserved for future issuance under our 2011 Plan as of December 31, 2023, which shares will be added to the shares to be reserved for issuance under our 2024 Equity Incentive Plan (2024 Plan), which will become effective on the business day immediately prior to the date of effectiveness of the registration statement of which this prospectus forms a part;
- 4,300,000 shares of our Class A common stock reserved for future issuance under our 2024 Plan as well as any automatic increases in the number of shares of our Class A common stock reserved for future issuance under the 2024 Plan;

- 715,000 shares of our Class A common stock to be reserved for future issuance under our 2024 Employee Stock Purchase Plan (ESPP), which will become effective on the business day immediately prior to the date of effectiveness of the registration statement of which this prospectus forms a part, as well as any automatic increases in the number of shares of our common stock reserved for future issuance under the ESPP; and
- 4,162,957 shares of Class A common stock reserved for future issuance under the Walmart Warrant held by Walmart which takes into account an anti-dilution adjustment of 634,380 shares of Class A common stock following the Notes Conversion and certain option and restricted stock unit grants made following the issuance of the Walmart Warrant. The vesting and exercise terms of the Walmart Warrant are further described in the section titled "Certain Relationships and Related Party Transactions—Agreements with Walmart."

In addition, following the effectiveness of the amended and restated certificate of incorporation, we may issue up to 1,452,128 shares of Class B common stock in exchange for a number of shares of Class A common stock of equivalent value pursuant to the Equity Exchange Right Agreement.

DILUTION

If you invest in our Class A common stock in this offering, your ownership interest will be immediately diluted to the extent of the difference between the initial public offering price per share and the pro forma net tangible book value per share of our Class A common stock after this offering.

Net tangible book value (deficit) per share is determined by dividing our total tangible assets less our total liabilities and convertible preferred stock by the number of shares of our common stock outstanding. Our historical net tangible book value as of December 31, 2023 was $27.3 million, or $2.96 per share. Our pro forma net tangible book value as of December 31, 2023 was $117.1 million, or $4.22 per share, based on the total number of shares of our Class A common stock and Class B common stock outstanding as of December 31, 2023, after giving effect to (i) the Capital Stock Conversion, (ii) the Notes Conversion (iii) the Reclassification, and (iv) the Class B Stock Exchange.

After giving further effect to the receipt of the net proceeds from our issuance and sale of shares of Class A common stock in this offering at an assumed initial public offering price of $80.00 per share of Class A common stock, which is the midpoint of the price range set forth on the cover page of this prospectus, and after deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us, our pro forma as adjusted net tangible book value as of December 31, 2023 would have been approximately $295.6 million, or $9.77 per share. This amount represents an immediate increase in pro forma as adjusted net tangible book value of $5.55 per share to our existing stockholders and an immediate dilution in pro forma as adjusted net tangible book value of approximately $70.23 per share to new investors purchasing shares of our Class A common stock in this offering. We determine dilution by subtracting the pro forma as adjusted net tangible book value per share after this offering from the estimated offering price that a new investor will pay for a share of Class A common stock. There is no impact on dilution per share to investors participating in this offering as a result of the sale of shares of Class A common stock by selling stockholders. The following table illustrates this dilution:

Assumed initial public offering price per share			$	80.00
Historical net tangible book value per share as of December 31, 2023	$	2.96		
Pro forma increase in net tangible book value per share as of December 31, 2023		1.26		
Pro forma net tangible book value per share as of December 31, 2023		4.22		
Increase in pro forma net tangible book value per share attributable to new investors purchasing shares of Class A common stock in this offering	$	5.55		
Pro forma as adjusted net tangible book value per share following this offering			$	9.77
Dilution per share to new investors purchasing shares in this offering			$	70.23

Each $1.00 increase in the assumed initial public offering price of $80.00 per share, which is the midpoint of the price range set forth on the cover page of this prospectus, would increase the pro forma as adjusted net tangible book value per share after this offering by approximately $0.09 per share, and dilution in pro forma as adjusted net tangible book value per share to new investors by approximately $0.91 per share, assuming that the number of shares offered by us, as set forth on the cover page of this prospectus, remains the same and after deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us.

Each $1.00 decrease in the assumed initial public offering price of $80.00 per share, which is the midpoint of the price range set forth on the cover page of this prospectus, would decrease the pro forma as adjusted net tangible book value per share after this offering by approximately $0.08 per share, and dilution in pro forma as adjusted net tangible book value per share to new investors by approximately $0.92 per share, assuming that the number of shares offered by us, as set forth on the cover page of this

prospectus, remains the same and after deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us.

Each increase of 1,000,000 shares in the number of shares offered in this offering, as set forth on the cover page of this prospectus, would increase our pro forma as adjusted net tangible book value after this offering by approximately $75.0 million, or $2.09 per share, and would decrease the dilution per share to new investors by $2.09 per share, assuming that the assumed initial public offering price of $80.00 per share, which is the midpoint of the price range set forth on the cover page of this prospectus, remains the same, and after deducting underwriting discounts and commissions and estimated offering expenses payable by us.

Each decrease of 1,000,000 shares in the number of shares offered in this offering, as set forth on the cover page of this prospectus, would decrease our pro forma as adjusted net tangible book value after this offering by approximately $75.0 million, or $2.23 per share, and would increase the dilution per share to new investors by $2.23 per share, assuming that the assumed initial public offering price of $80.00 per share, which is the midpoint of the price range set forth on the cover page of this prospectus, remains the same, and after deducting underwriting discounts and commissions and estimated offering expenses payable by us.

The following table presents, as of December 31, 2023, after giving effect to (i) the Capital Stock Conversion as if such conversion had occurred on December 31, 2023, (ii) the Notes Conversion, as if such conversion had occurred on December 31, 2023, (iii) the Reclassification as if such Reclassification had had occurred on December 31, 2023, and (iv) the Class B Stock Exchange as if such stock exchange had occurred on December 31, 2023, the differences between the existing stockholders and the new investors purchasing shares of our Class A common stock in this offering with respect to the number of shares purchased from us, the total consideration paid, or to be paid, to us, and the average price per share paid, or to be paid. The calculation below is based on an assumed initial public offering price of $80.00 per share, which is the midpoint of the price range set forth on the cover page of this prospectus, before deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us.

	Shares Purchased		Total Consideration		Average Price Per Share
	Number	Percent	Amount	Percent	
Existing stockholders before this offering	27,748,090	92 %	$ 357,434,274	64 %	$ 12.88
Investors purchasing shares in this offering	2,500,000	8 %	$ 200,000,000	36 %	$ 80.00
Total	30,248,090	100 %	$ 557,434,274	100 %	

Sales by the selling stockholders in this offering will cause the number of shares held by existing stockholders before this offering to be reduced to 24,623,090 shares, or 81% of the total number of shares of our Class A common stock outstanding immediately after the completion of this offering, and will increase the number of shares held by investors in this offering to 5,625,000 shares, or 19% of the total number of shares of our common stock outstanding immediately after the completion of this offering.

Each $1.00 increase (decrease) in the assumed initial public offering price of $80.00 per share, which is the midpoint of the price range set forth on the cover page of this prospectus, would increase (decrease) the total consideration paid by new investors by $5.6 million, assuming the number of shares of Class A common stock offered by us and the selling stockholders remains the same.

The number of shares of our Class A common stock and Class B common stock to be outstanding after this offering is based on 24,193,509 shares of our Class A common stock and 3,668,427 shares of our Class B common stock outstanding as of December 31, 2023, after giving effect to the Capital Stock

Conversion, the Notes Conversion, the Reclassification, and the Class B Stock Exchange as if each had occurred on December 31, 2023, and excludes the following:

- 4,516,612 shares of our Class A common stock issuable upon exercise of options to purchase shares of our Class A common stock outstanding as of December 31, 2023 under our 2011 Plan, at a weighted average exercise price of $14.34 per share;
- 184,148 shares of our Class A common stock issuable upon the exercise of options to purchase shares of our Class A common stock that we granted after December 31, 2023 under our 2011 Plan, at an exercise price of $31.15 per share;
- 305,172 shares of Class A common stock issuable upon the vesting and settlement of restricted stock unit awards that we granted after December 31, 2023 under our 2011 Plan, 8,973 of which were issued to Bryan Leach, our Founder, Chief Executive Officer and President and member of our board of directors that can be exchanged for a number of shares of Class B common stock of equivalent value pursuant to the Equity Exchange Right Agreement (as defined below);
- 707,365 shares of Class A common stock issuable upon the vesting and settlement of restricted stock unit awards to be effective immediately prior to the initial public offering, based upon an assumed initial public offering price of $80.00 per share, which is the midpoint of the price range set forth on the cover page of this prospectus, up to 413,213 of which will be granted to Bryan Leach that can be exchanged for a number of shares of Class B common stock of equivalent value pursuant to the Equity Exchange Right Agreement;
- 30,000 shares of Class A common stock issuable upon the vesting and settlement of restricted stock unit awards to be effective immediately after the completion of the initial public offering, based upon an assumed initial public offering price of $80.00 per share, which is the midpoint of the price range set forth on the cover page of this prospectus;
- 3,000 shares of Class A common stock that were repurchased by us after December 31, 2023;
- 569,736 shares of Class A common stock reserved for future issuance under our 2011 Plan as of December 31, 2023, which shares will be added to the shares to be reserved for issuance under our 2024 Plan, which will become effective on the business day immediately prior to the date of effectiveness of the registration statement of which this prospectus forms a part;
- 4,300,000 shares of our Class A common stock reserved for future issuance under our 2024 Plan as well as any automatic increases in the number of shares of our Class A common stock reserved for future issuance under the 2024 Plan;
- 715,000 shares of our Class A common stock to be reserved for future issuance under our ESPP, which will become effective on the business day immediately prior to the date of effectiveness of the registration statement of which this prospectus forms a part, as well as any automatic increases in the number of shares of our Class A common stock reserved for future issuance under the ESPP; and
- 4,162,957 shares of Class A common stock reserved for future issuance under the Walmart Warrant held by Walmart which takes into account an anti-dilution adjustment of 634,380 shares of Class A common stock following the Notes Conversion and certain option and restricted stock unit grants made following the issuance of the Walmart Warrant. The vesting and exercise terms of the Walmart Warrant are further described in the section titled “Certain Relationships and Related Party Transactions—Agreements with Walmart.”

In addition, following the effectiveness of the amended and restated certificate of incorporation, we may issue up to 1,452,128 shares of Class B common stock in exchange for a number of shares of Class A common stock of equivalent value pursuant to the Equity Exchange Right Agreement.

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

You should read the following discussion and analysis of our financial condition and results of operations together with our consolidated financial statements and related notes included elsewhere in this prospectus. This discussion and other parts of this prospectus contain forward-looking statements, such as those relating to our plans, objectives, expectations, intentions, and beliefs, which involve risks and uncertainties. Our actual results could differ materially from those discussed in these forward-looking statements. Factors that could cause or contribute to such differences include, but are not limited to, those identified below and those discussed in the sections titled "Special Note Regarding Forward-Looking Statements" and "Risk Factors" included elsewhere in this prospectus. Our historical results are not necessarily indicative of the results that may be expected for any period in the future.

Overview

Ibotta is a technology company that allows CPG brands to deliver digital promotions to over 200 million consumers through a single, convenient network called the Ibotta Performance Network (IPN). We are pioneers in success-based marketing; we only get paid when our client's promotion results in a sale, not when a consumer merely views or clicks on the promotion. We have built the largest digital item-level promotions network in the United States by forming strategic relationships with major retailers such as Walmart Inc. (Walmart) and Dollar General Corporation (Dollar General), which use our digital offers to power their loyalty programs on a white-label basis. Through the IPN, our clients can also reach millions more consumers on our widely used rewards app digital properties, which include the Ibotta-branded cash back mobile app, website, and browser extension (collectively, Ibotta D2C).

We work directly with over 850 different clients, representing over 2,400 different CPG brands, to source exclusive offers as of December 31, 2023. Most of our offers cover products in non-discretionary categories, such as grocery, but we also work with general merchandise manufacturers in categories such as toys, clothing, beauty, electronics, pet, home goods, and sporting goods. Over time, our clients have generally ramped up their spend with us, and they rarely drop off our network. In fact, of our top 100 clients, 96% were retained from 2022 to 2023.

We deliver success-based digital promotions at-scale because we manage a growing, open network of third-party publishers that host our offers. Retailers are among our most important publishers because their apps and websites are frequently visited by consumers with high purchase intent. A retailer may ingest digital offers from Ibotta's Application Programming Interface (API) and present them to its consumers as part of its own branded loyalty program. We call these partners "retailer publishers." In addition to providing digital offers for retailers, Ibotta also makes the same offers available on its own digital properties, which include Ibotta D2C. Since 2012, over 50 million Americans have registered for our free app. Ibotta D2C reaches a highly engaged audience of savings-conscious consumers who want a single digital starting point where they can find cash back offers across a variety of retailers. Many of these consumers decide where to shop based on the availability of deals in different retailers. Once the IPN launched, Ibotta D2C became a publisher on the IPN, meaning it is now one of many nodes through which our digital offers are delivered to the end consumer.

Impact of Macroeconomic Conditions

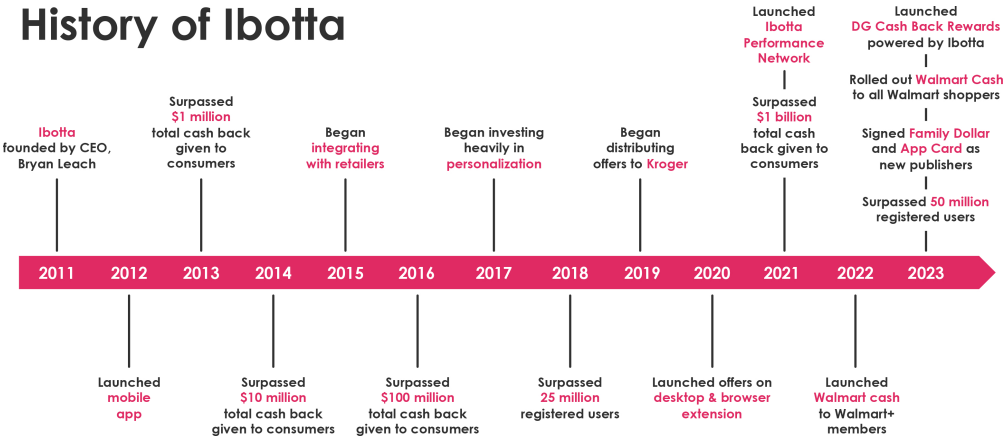
Our business and results of operations are subject to global economic conditions. Our revenue depends on the ability of consumers to buy products that are featured on the IPN. Deteriorating macroeconomic conditions, including slower growth or a recession, inflation, bank failures, supply chain disruption, increases in interest rates, increases to fuel and other energy costs or vehicle costs, geopolitical events, including the potential for new or unforeseen conflicts such as the impact of the Russia and Ukraine conflict and Hamas and Israel conflict, changes in the labor market, downturns which could result in store closures or publisher or retail failures or decreases in consumer spending power or

confidence, have in the past and could in the future result in a decline in client spending which would adversely affect the number of offer redemptions.

In the first half of 2022, our D2C redemptions per redeemer were negatively impacted by supply chain constraints, which made it difficult for our clients to keep their products on shelves and decreased promotions on products purchased with high frequency. Clients experienced decreased inventory levels, increased shipment delays, increased freight costs, and elevated levels of demand leading to decreased demand for our platform and decreased revenues as well as decreased earning opportunities. In the second half of 2022, our clients saw reduced supply chain constraints, resulting in increased redemptions and redemptions per redeemer. To mitigate the impact of any future supply chain disruptions, we are focused on diversifying the offers available on the Ibotta Performance Network by renewing, maintaining, and expanding our relationships with publishers and CPG brands. These mitigation efforts have thus far not introduced new material risks, including those related to product quality, reliability, or regulatory approval of services. However, we are unable to predict if there will be future deteriorating macroeconomic conditions that may harm growth and profits in future periods.

Management continues to actively monitor the impact of these macroeconomic factors on our financial condition, liquidity, operations, and workforce. For more information on risks associated with macroeconomic conditions, see the risk factor titled "Macroeconomic conditions, including slower growth or a recession and supply chain disruptions, have previously and could continue to adversely affect our business, financial condition, results of operations, and prospects."

Our History and Key Milestones



Our revenue growth significantly accelerated with the addition of new publishers to the IPN. Most recently, the rollout of our offers on the digital property of Walmart has attracted larger audiences, and in turn, resulted in greater spend by CPG brands and a greater number of redeemed offers. These developments have increased our scale, growth, and profitability.

- Total revenue grew from $210.7 million in 2022 to $320.0 million in 2023, an increase of 52%;
- Redemption revenue grew from $138.7 million (or 66% of total revenue) in 2022 to $243.9 million (or 76% of total revenue) in 2023, an increase of 76%;
- Gross profit grew from $164.5 million in 2022 to $276.0 million in 2023, an increase of 68%;
- Net income (loss) improved from $(54.9) million in 2022 to $38.1 million in 2023;

- Net income (loss) as a percent of revenue improved from (26)% in 2022 to 12% in 2023; and
- Adjusted EBITDA margin improved from (13)% in 2022 to 26% in 2023.

Our Business Model

Our business model is driven by the success of CPG brands, publishers, and consumers on our platform. We operate a fee-per-sale digital promotions network called the IPN, which is widely used by CPG brands, third-party publishers, and consumers. Using the IPN, CPG brands contract with us to deliver digital promotions to millions of consumers through third-party publishers (such as Walmart) that host the offers. In addition to providing digital offers through third-party publishers, we also make the same offers available on our digital properties, which include Ibotta D2C. Under our revenue contracts with CPG brands, we are responsible for setting up and launching the offers on the IPN, billing, and collecting funds. The CPG brands that contract with us to deliver the digital promotions to consumers through the IPN are our customers. Third-party publishers are part of the IPN and act as a distributor of the offers and are not our customer.

Consumers redeem the CPG brand funded offers on the IPN, whether online or in-store. We invoice and collect funds from the CPG brands for both our fee and the cash back reward. We recognize revenues from redemptions net of consumer cash back rewards as we act as the agent in the transaction. Cash back offers redeemed through third-party publishers are invoiced to us by the publisher and paid to the publisher on contract terms independent of those negotiated with CPG brands.

As an illustrative example, if a publisher's customer purchases a $5.00 box of Brand A cereal with a $1.30 cash back consumer offer, the publisher's customer will pay the publisher $5.00 and receive a $1.30 publisher cash back reward; the publisher will invoice us $1.30 with respect to the consumer offer/cash back reward; we will invoice Brand A (our customer) $2.10; and our redemption revenue will be the difference between the invoice to Brand A and the consumer offer, or $0.80 ($2.10 minus $1.30). The publisher is not responsible for funding or paying us for any of the redemptions that occur on their properties.

As of December 31, 2023, the IPN connected over 850 different clients, representing over 2,400 CPG brands to reach over 200 million consumers making us the largest item-level network of CPG brands, publishers, and consumers in the digital promotion space in the United States. As of December 31, 2023 we had 8.2 million redeemers. Unlike our D2C properties where we previously focused our marketing investments on the acquisition and retention of redeemers, we do not have to allocate marketing budget on the acquisition or retention of redeemers for consumers who redeem our offers via third-party publishers. This drives ongoing efficiency in our business model.

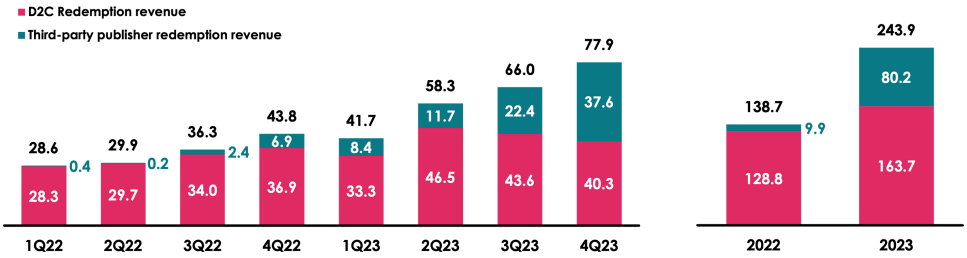
CPG brands on our platform sell non-discretionary, high-frequency items that require routine replacement or replenishment. Consumers typically purchase these products weekly or on a recurring basis, which strengthens the value of the IPN for our clients. As CPG brands realize more success through the IPN, they tend to increase the offers they provide for distribution across our network, which in turn allows us to attract more consumers and drive more engagement, making the IPN more attractive to clients. In fact, of our top 100 clients, 96% were retained from 2022 to 2023.

For the year ended December 31, 2023, 76% of our revenue was redemption revenue, which is generated from fees we charge our clients when a redeemer activates an offer on our platform. In addition, 24% of our revenue in 2023 was generated from fees we charge clients for supporting their promotions through ads on our direct-to-consumer properties as well as from monetizing our data. In 2023, we generated revenue of $320.0 million, representing growth of 52% from $210.7 million in 2022.

Redemption Revenue

A substantial share of our revenue is generated from redemptions of an offer across the IPN. In 2023, redemption revenue represented 76% of total revenue. Redemptions generated revenues of approximately $243.9 million and $138.7 million in 2023 and 2022, respectively.

Quarterly redemption revenue ($ in millions)



To effect a transaction, we need three parties: clients, publishers, and redeemers. Our clients collaborate with Ibotta to run a campaign in the form of a digital offer for consumers. These offers incentivize consumers to purchase the items associated with the offer, turning these consumers into redeemers and driving incremental sales for CPG brands and publishers.

- **Relationship with clients.** The IPN allows our clients to promote their brands' products and services to consumers through cash back offers. Clients work with us to set up their offers for distribution on our publisher properties including third parties and D2C. Whenever a consumer redeems a client's offer, we earn a fee.

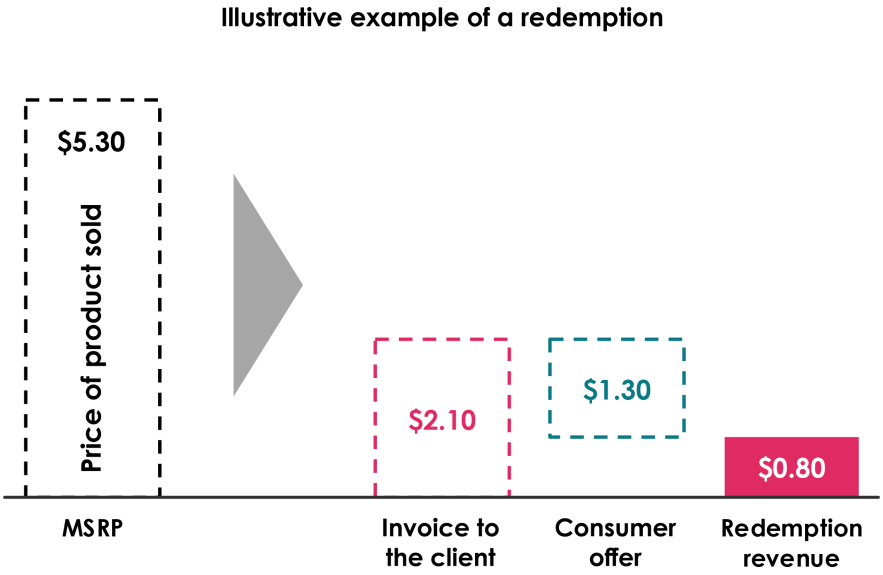
  Our fee is generally charged as a fixed dollar amount per redemption based on the retail price of the specific item being promoted. Our clients typically determine the value of the offer given to the consumer, and the total invoice amount we charge our client is the sum of our fee and the amount of the consumer offer. We recognize the fee as redemption revenue as we are the agent in the transaction. We do not recognize the consumer offer as revenue in our consolidated financial statements.

- **Relationship with publishers.** We work with publishers who make offers from our clients available to consumers. Such publishers include, but are not limited to, Ibotta D2C and third-party publishers. By making our offers available to consumers, publishers, including retailer publishers, are able to appeal to price sensitive consumers and drive loyalty. Additionally, for retailer publishers that choose to offer a closed-loop rewards program, savings are kept within their ecosystem, which incentivizes future purchases at that retailer.

- **Relationship with redeemers.** Redeemers benefit from the quantity and quality of offers available on the IPN. Since our founding, we have given approximately $1.8 billion in cash back to U.S. consumers on their everyday purchases.

Illustrative example of a redemption

The chart below shows an illustrative redemption where we invoice the client for our fee and consumer offer. Generally, the consumer offer and our fee are based on product MSRP.



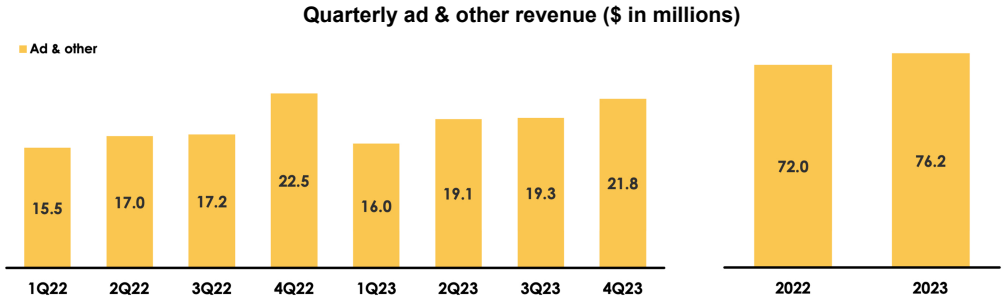
Ad & Other Revenue

While redemption revenue is the largest component of our revenue, we also generate revenue by selling ad products on our Ibotta D2C properties, monetizing aggregated data collected by our platform, and providing CPG brands with marketing and consumer insights. In 2023, ad & other revenue represented 24% of total revenue.

Our clients may place digital ads on our Ibotta D2C properties in support of their promotional campaigns. Ad products run in conjunction with the associated redemption campaign, either over the entire redemption campaign life or some portion of it. We typically charge fixed dollar amounts for our ad products.

Our data, media, and consumer insights revenue business generates revenue through sales of audience targeting, location and purchase targeting, and data licensing products. We charge partners a licensing fee to use our data in ways that help them enrich their promotions and better target their digital advertisements.

Ad & other revenue generated revenues of approximately $76.2 million and $72.0 million in 2023 and 2022, respectively.



Key Factors Affecting Our Performance

Our current and future financial performance is primarily driven by the following factors:

Ability to grow redeemers. Our relevance and value to clients depends on our ability to reach a growing audience of consumers who have the potential to become redeemers. Growing our consumer base, whether on our third-party publishers or D2C properties, is dependent on our ability to provide an attractive set of offers within our ecosystem and support seamless redemption experiences. Our ability to deliver offers at-scale will continue to depend on maintaining and growing usage of offers within our existing publishers and adding new publishers to the IPN. For example, we added Walmart as a retailer publisher in August 2022. More recently, we formed strategic partnerships with other major retailers, such as Family Dollar. We have been able to foster and develop multi-year relationships with our retailer publishers, and we intend to further grow our audience by growing redeemers on existing third-party publisher properties, adding new third-party publishers in retail and grocery, and expanding into new categories of publishers such as delivery service providers and non-retailer publishers.

Ability to source offers. Securing offers from our CPG clients is critical to the ongoing success of our platform. We seek to grow the number of offers on our platform. We also focus on deepening each offer budget which allows that offer to remain active longer before reaching its budget cap, as well as broadening each offer's parameters by including as many qualifying products as possible and imposing as few restrictions on offer distribution as possible, consistent with the marketing objectives the client has for any given campaign. These quantitative and qualitative dimensions of our offer inventory are highly correlated to our ability to attract and retain publishers and redeemers. As we add publishers, we reach a larger, more engaged audience, and as a result, we typically see higher redemptions. Increasing the number of offers on our platform is often the result of expanding budgets with existing clients and adding new clients or additional brands within an existing client's portfolio. Winning more publishers presents more opportunities to increase our share of marketing budgets from more CPG brands. As we have proven our ability to deliver a high return on CPG brand ad spend, driven by our wide reach to millions of consumers through the IPN, efficient and measurable fee-per-sale campaigns, seamless campaign execution and management, and valuable item-level insights, CPG brands have expanded their spend with us. We may also expand our offer inventory by continuing to penetrate general merchandise categories such as toys, clothing, beauty, electronics, pet, home goods, and sporting goods. These non-grocery verticals contain some of the largest advertisers in the United States and a large portion of the shelf space and revenue at mass and specialty retailers, and yet have historically had few, if any, success-based marketing tactics available to them. We increase the number and quality of offers on our platform through the efforts of our client-focused sales teams and business-to-business focused marketing. However, from time to time, CPG brands have in the past and could in the future reduce their investment in offers which impacts our offer inventory. This could occur for a variety of reasons, including reduced marketing budgets or supply chain disruptions.

Continue to enhance the IPN through innovation. We will continue to invest in technology to further develop and accelerate the growth of the IPN for CPG brands, publishers, and consumers. As the

data generated by the IPN grows, we believe Ibotta will generate more valuable insights about purchase behavior and market trends, and may be able to automatically optimize recommendations for consumers as well as campaigns for clients based on real-time data from across the network. We intend to enable CPG brands to leverage our Artificial Intelligence (AI)-powered tools to run success-based marketing programs that achieve their specific goals. CPG brands may also be able to create digital offer campaigns programmatically via other buying platforms.

Seasonality. Our business experiences seasonality as it is closely correlated with consumer spending on CPG goods over the course of the year. We have historically experienced heightened consumer activity during holidays, which results in higher redemptions on a relative basis. As a result, the fourth quarter represented 31% of total revenue for both of the fiscal years ending 2022 and 2023. As our business continues to scale and growth stabilizes, we may experience other seasonal trends and existing seasonal trends may become more prominent and contribute to fluctuations in our results of operations.

Performance Metrics and Non-GAAP Measures

We use the following key performance metrics and non-GAAP measures to help us evaluate our business, identify trends affecting our performance, and make strategic decisions.

Performance Metrics

The performance metrics below are presented into two categories: D2C and third-party publishers, which sum to the total metric. The underlying trends and drivers of our D2C business often vary from those of our third-party publisher business. Our D2C business caters to consumers who are focused on savings, irrespective of the retailer. Our third-party publisher business tends to reach consumers who may be more loyal to a specific retailer and are engaging with offers powered by Ibotta's technology platform. The explanation of the changes in the total metric can be found in the D2C and third-party publishers sections.

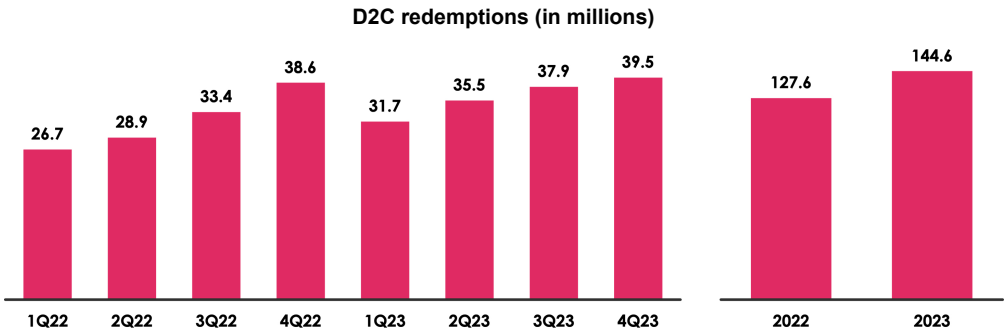
Redemptions

A redemption is a verified purchase of an item qualifying for an offer by a client on the IPN. The number of redemptions are an indicator of the scale and consumer engagement of our business as well as the value we bring to our clients and publishers. Generally, redemptions grow as we increase budget with existing clients and/or add new CPG brands as clients. In addition, redemptions grow from adding publishers, redeemers, and/or increase engagement from existing redeemers.

D2C redemptions are redemptions on any Ibotta D2C property. Third-party publisher redemptions are redemptions on all publishers excluding the Ibotta D2C properties, namely our retailer publishers.

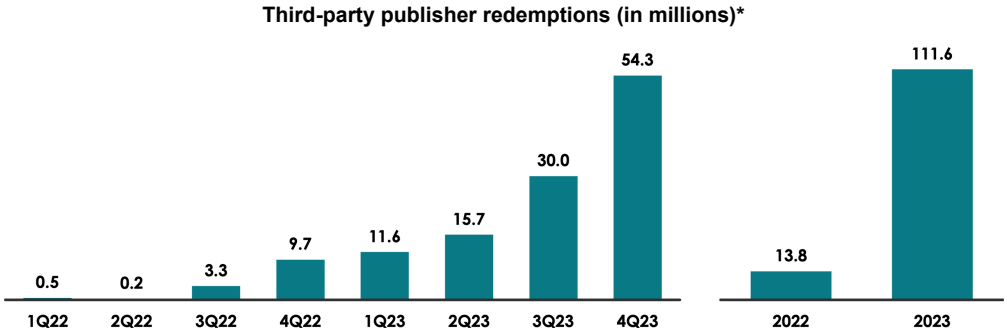
Ibotta D2C redemptions

For 2023 and 2022, D2C redemptions were approximately 144.6 million and 127.6 million, respectively. The year-over-year increase was driven by an increase in the quantity and quality of offers available.



Third-party publisher redemptions

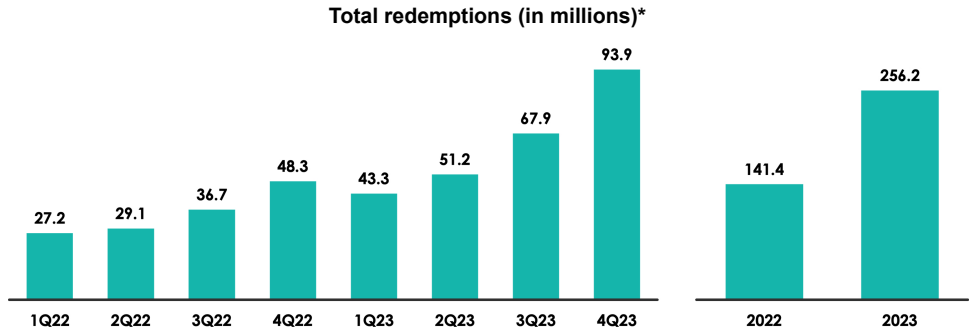
For 2023 and 2022, our third-party publisher redemptions were approximately 111.6 million and 13.8 million, respectively, primarily driven by the expansion of redemptions through Walmart, which initially launched in the third quarter of 2022 to members of Walmart's paid membership program, Walmart+, and expanded to other Walmart customers with a Walmart.com account in the third quarter of 2023.



* Totals may not foot due to rounding.

Total redemptions

For 2023 and 2022, total redemptions were 256.2 million and 141.4 million.



* Totals may not foot due to rounding.

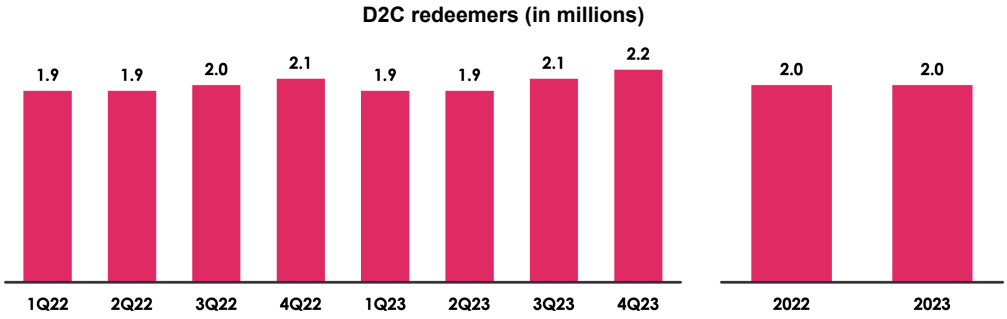
Redeemers

Redeemers are defined as consumers who have redeemed at least one digital offer within the quarter. If one consumer were to redeem on more than one publisher, they would be counted as a redeemer on each publisher. Annual redeemers are calculated as the average redeemers of the last four quarters. Redeemers are an indicator of the scale and growth of our business as the number of redeemers typically drives our revenue and is an indication of our ability to grow redemptions.

D2C redeemers are consumers who have redeemed at least one digital offer on any Ibotta property within the quarter. Third-party publisher redeemers are consumers who have redeemed at least one digital offer on any publisher property that is not an Ibotta property, namely our retailer publishers.

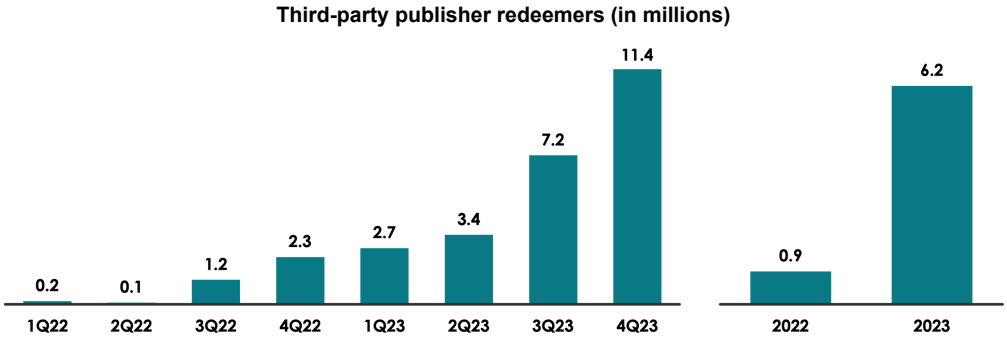
Ibotta D2C redeemers

For both 2023 and 2022, D2C redeemers were approximately 2.0 million.



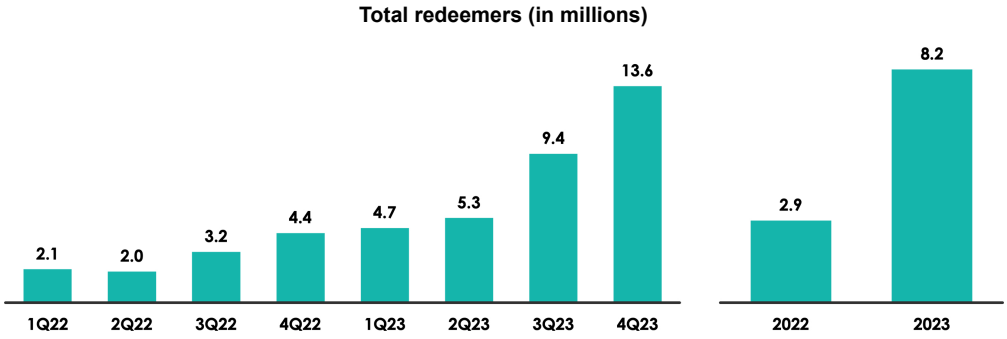
Third-party publisher redeemers

For 2023 and 2022, third-party publisher redeemers were approximately 6.2 million and 0.9 million, respectively. These redeemers grow as we add third-party publishers and as these publishers ramp up consumers on their properties. The primary driver of growth in 2023 is driven by the expansion of revenue related to Walmart, which initially launched in the third quarter of 2022 to members of Walmart's paid membership program, Walmart+, and expanded to all Walmart customers with a Walmart.com account in the third quarter of 2023.



Total redeemers

For 2023 and 2022, total redeemers were approximately 8.2 million and 2.9 million, respectively.

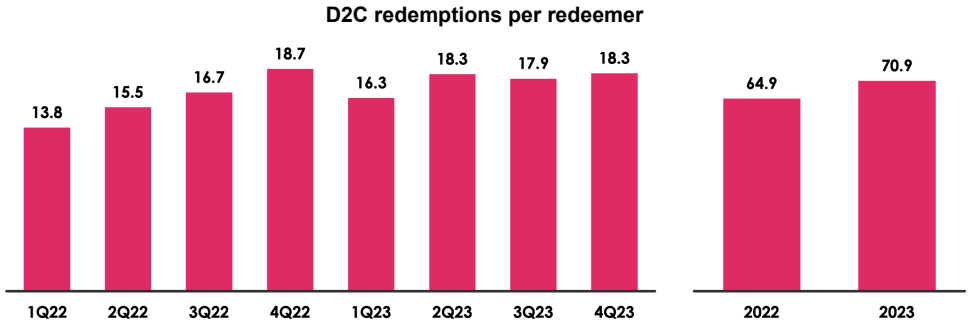


Redemptions per redeemer

Redemptions per redeemer are the redemptions divided by the redeemers in that period. This metric is useful as redemptions per redeemer is an indication of our redeemers' level of engagement with our platform. We aim to grow redemptions from our redeemers by expanding the breadth of offers available and increasing engagement by continuing to improve the consumer experience. In general, redemptions per redeemer are driven by rewards content. For new redeemers, redemption frequency initially increases before stabilizing. Our D2C business caters to consumers who are focused on savings, irrespective of the retailer. Our third-party publisher business tends to reach consumers who may be more loyal to a specific retailer and are engaging with offers powered by Ibotta's technology platform.

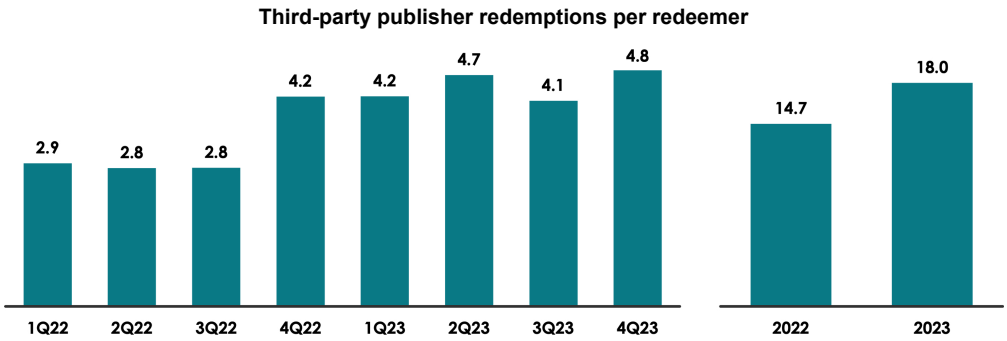
Ibotta D2C redemptions per redeemer

For 2023 and 2022, D2C redemptions per redeemer were approximately 70.9 and 64.9, respectively, due to an increase in the quantity and quality of offers available.



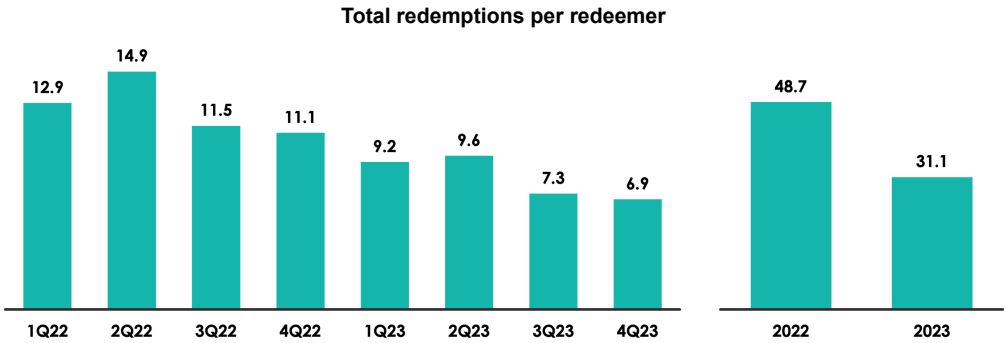
Third-party publisher redemptions per redeemer

For 2023 and 2022, third-party publisher redemptions per redeemer were approximately 18.0 and 14.7, respectively. This year-over-year increase was driven primarily by the launch of additional publishers and the growth in existing publishers.



Total redemptions per redeemer

For 2023 and 2022, total redemptions per redeemer were approximately 31.1 and 48.7, respectively.



Redemption revenue per redemption

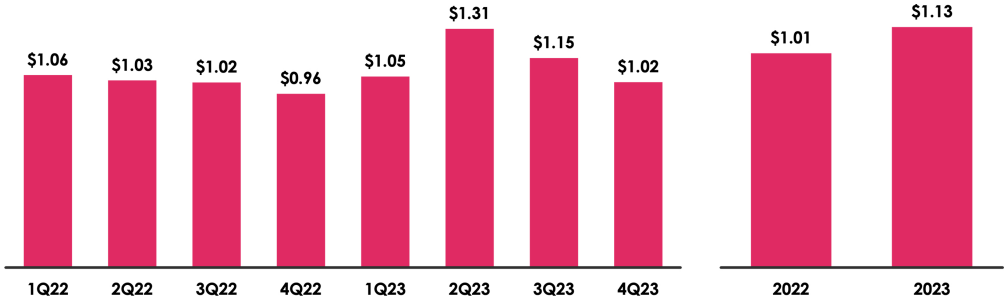
Redemption revenue per redemption is the redemption revenue divided by the number of redemptions. Redemption revenue per redemption is an indication of our fee, which is generally charged as a fixed dollar amount per redemption. In any period, our redemption revenue per redemption can fluctuate based on the category mix of offers being redeemed and the impact of inflation on a product's MSRP. Category mix can be impacted by factors such as seasonal promotions, such as back-to-school items in the third quarter or holiday promotions on grocery and food items in the fourth quarter of each year. Our fee is generally charged as a fixed dollar amount per redemption based on the retail price of the specific item being promoted.

D2C redemption revenue per redemption represents redemption revenue generated from offers on any Ibotta property divided by the redemptions on any Ibotta property in that period. Third-party publisher redemption revenue per redemption represents redemption revenue generated from offers on all publishers other than those on Ibotta properties divided by redemptions on all publishers other than those on Ibotta properties.

Ibotta D2C redemption revenue per redemption

For 2023 and 2022, D2C redemption revenue per redemption was $1.13 and $1.01, respectively, driven primarily by the short-term breakage benefit to D2C revenue of $13.5 million in 2023 which resulted in a $0.09 increase in redemption revenue per D2C redemption. Refer to the Breakage Benefit discussion within the Non-GAAP Measures for more details.

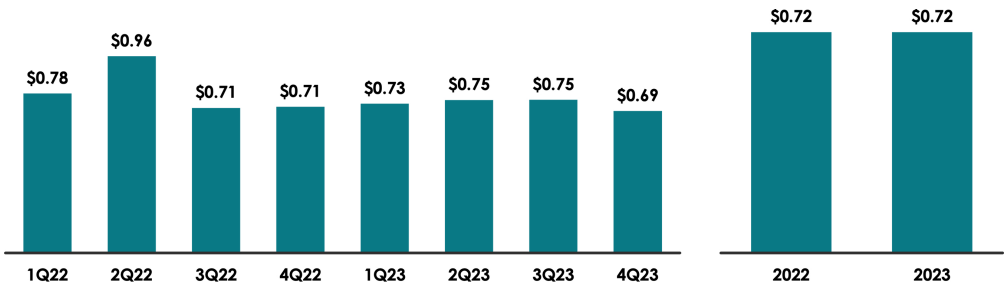
D2C redemption revenue per D2C redemption



Third-party publisher redemption revenue per redemption

For both 2023 and 2022, third-party publisher redemption revenue per redemption was $0.72.

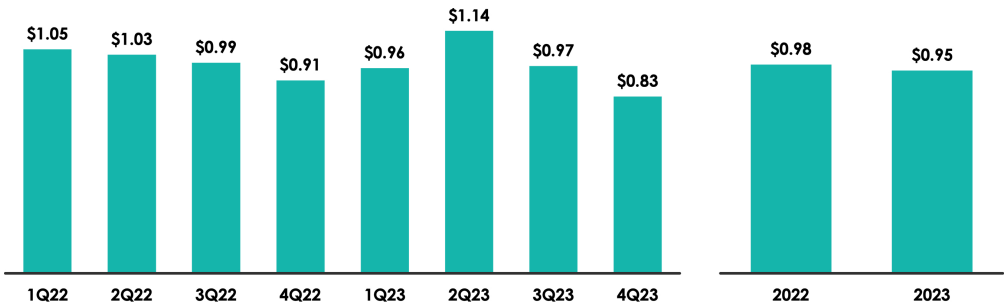
Third-party publisher redemption revenue per redemption



Total redemption revenue per redemption

For 2023 and 2022, total redemption revenue per redemption was $0.95, and $0.98, respectively.

Total redemption revenue per total redemption



Non-GAAP Measures

To supplement our consolidated financial statements prepared and presented in accordance with U.S. generally accepted accounting policies (GAAP), we use certain non-GAAP financial measures, including Adjusted EBITDA and Adjusted EBITDA margin.

Our definitions may differ from the definitions used by other companies and therefore comparability may be limited. In addition, other companies may not publish these or similar metrics. These non-GAAP measures are not meant to be considered in isolation or as a substitute for the comparable GAAP measures, but are included solely for informational and comparative purposes. Non-GAAP financial measures are subject to limitations and should be read only in conjunction with the company's consolidated financial statements prepared in accordance with GAAP. In light of those limitations, management also reviews the specific items that are excluded from Adjusted EBITDA, but included in net income (loss), as well as trends in those items. Adjusted EBITDA should be viewed as supplemental to, but not as an alternative for, net income (loss) calculated in accordance with GAAP.

Adjusted EBITDA and Adjusted EBITDA Margin

We define Adjusted EBITDA as net income (loss), adjusted to exclude interest expense, net, depreciation and amortization expense, stock-based compensation expense, change in fair value of derivative, loss on equity investment, provision for income taxes, and other expense, net. We define Adjusted EBITDA margin as Adjusted EBITDA as a percent of revenue.

Adjusted EBITDA and Adjusted EBITDA margin are used by our management team as additional measures of our performance for purposes of business decision-making, including managing expenditures and developing budgets. Period-over period comparisons of Adjusted EBITDA and Adjusted EBITDA margin help our management team identify additional trends in our financial results that may not be shown solely by comparisons of net income (loss) and net income (loss) as a percentage of revenue, respectively. In addition, we may use Adjusted EBITDA and Adjusted EBITDA margin in the incentive compensation programs applicable to some of our employees in order to evaluate our performance.

The following table provides a reconciliation of net income (loss) to Adjusted EBITDA and net income (loss) margin to Adjusted EBITDA Margin for each of the periods presented:

	Year ended December 31,	
	2023	2022
	(in thousands)	
Net income (loss)	$ 38,117	$ (54,861)
Interest expense, net [1]	6,884	5,311
Depreciation and amortization [2]	6,664	6,319
Stock-based compensation [3]	20,168	6,500
Change in fair value of derivative	5,000	4,300
Loss on equity investment	—	4,532
Provision for income taxes	5,934	262
Other expense, net [4]	65	143
Adjusted EBITDA	$ 82,832	$ (27,494)
Revenue	$ 320,037	$ 210,702
Net income (loss) as a percent of revenue	12 %	(26)%
Adjusted EBITDA margin	26 %	(13)%

(1) Interest expense, net amounts presented in Other expense, net in Consolidated Statements of Operations “Index to Consolidated Financial Statements”
(2) Amortization of capitalized software development costs included in cost of revenue for the years ended December 31, 2023 and 2022 was $3.0 million and $3.3 million, respectively.
(3) See Stock-based Compensation section in “Financial Condition and Results of Operations” for more information
(4) Other expense, net is comprised of realized gains and losses on the sale of short-term investments and penalties.

The following table provides a quarterly reconciliation of net income (loss) to Adjusted EBITDA and net income (loss) margin to Adjusted EBITDA Margin for each of the periods presented:

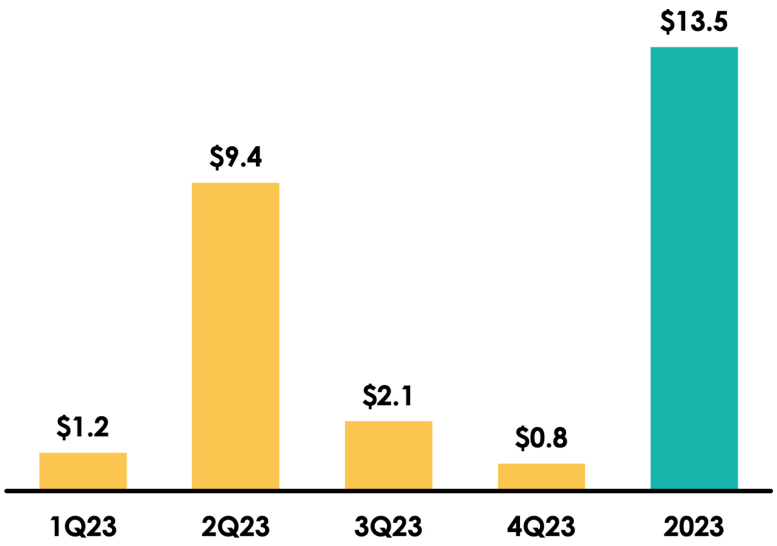
	Three Months Ended							
	December 31, 2023	September 30, 2023	June 30, 2023	March 31, 2023	December 31, 2022	September 30, 2022	June 30, 2022	March 31, 2022
	(in thousands)							
Net income (loss)	$ 18,646	$ 8,413	$ 15,341	$ (4,283)	$ (5,147)	$ (11,224)	$ (15,552)	$ (22,938)
Interest expense, net	2,111	1,556	1,545	1,672	1,686	1,581	1,805	239
Depreciation and amortization	914	2,495	1,640	1,615	1,688	1,707	1,572	1,352
Stock-based compensation	5,809	10,776	1,754	1,829	1,719	1,631	1,540	1,610
Change in fair value of derivative	1,800	1,500	200	1,500	1,200	2,200	900	—
Loss on equity investment	—	—	—	—	4,532	—	—	—
Provision for income taxes	3,688	(610)	2,690	166	215	9	19	19
Other expense, net	13	11	36	5	106	41	—	(4)
Adjusted EBITDA	32,981	24,141	23,206	2,504	5,999	(4,055)	(9,716)	(19,722)
Revenue	99,674	85,287	77,385	57,691	66,274	53,506	46,848	44,074
Net income (loss) as a percent of revenue	19 %	10 %	20 %	(7)%	(8)%	(21)%	(33)%	(52)%
Adjusted EBITDA margin	33 %	28 %	30 %	4 %	9 %	(8)%	(21)%	(45)%

Breakage benefit

On our balance sheet, we have a user redemption liability balance that is an accumulation of direct-to-consumer redeemers' account balances net of estimated breakage. Consumers' accounts that have no activity for six months are considered inactive and charged a $3.99 per month maintenance fee (i.e. breakage) until the balance is reduced to zero or new activity ensues. Every month the user redemption liability increases by the amount credited to D2C redeemers for redemptions and is offset by D2C redeemer cash outs, actual inactivity maintenance fees, and estimated breakage. The Company estimates breakage at the time of user redemption and reduces the user redemption liability accordingly.

In 2023, we made an update to fix a software error to correctly charge maintenance fees to all inactive D2C redeemers on a go-forward basis. This change resulted in a short-term benefit to U.S. GAAP revenue in 2023. The following chart provides the benefit by quarter as a result of the fix.

Breakage benefit to direct-to-consumer redemption revenue ($ in millions)



Components of Results of Operations

Revenue

The Company provides a platform to CPG brands to deliver digital promotions to consumers. The majority of our revenues are derived from the fees we charge to clients when consumers redeem offers on the IPN by purchasing promoted products. We also derive revenue from the sale of ad products to customers to promote their offers, as well as from data products.

We expect our redemption revenue to increase as a percentage of revenue for the foreseeable future as we continue to grow the IPN.

Cost of revenue

Cost of revenue consists primarily of personnel-related costs attributable to personnel in our engineering department who maintain our platform, data hosting costs, certain user award costs net of breakage, amortization of platform-related software development costs, revenue share with third-party publishers, software licensing costs, and processing fees. Personnel-related costs include salaries, benefits, bonuses, taxes, and stock-based compensation. User award costs net of breakage recorded in cost of revenue are associated with awards earned from gift card purchases and sponsored user awards earned from watching an advertising video. Breakage represents the undistributed earnings of consumers never expected to be cashed out due to inactivity. User award costs also include user awards that are cashed out and subsequently identified as fraudulent.

We expect that cost of revenue will increase as we continue to grow and vary from period to period as a percent of revenue.

Operating expenses

Sales and marketing

Sales and marketing expenses consists primarily of personnel-related costs for our sales and marketing departments, self-funded user awards, net of the related breakage, media spend, B2B marketing, public relations, software licensing costs, and market research. Self-funded user awards are awards related to campaigns and other incentive bonuses on our D2C properties that are funded directly by Ibotta as part of our customer acquisition and retention strategy. Personnel-related costs include salaries, bonuses, benefits, taxes, stock-based compensation, and travel.

We expect that sales and marketing will increase for the foreseeable future, primarily stemming from increased headcount and marketing efforts. However, we expect sales and marketing expenses to decrease as a percentage of total revenue over time due to growth in revenue from third-party publishers.

Research and development

Research and development expenses consist primarily of personnel-related costs for our technology departments, software licensing costs, professional fees, and impairment of certain capitalized software development costs. Personnel-related costs include salaries, bonuses, benefits, taxes, stock-based compensation, and travel. We capitalize certain software development costs that are attributable to developing new features and adding incremental functionality to our platform or infrastructure and amortize such costs over the estimated useful life of the software asset, which is typically three years. Costs incurred during the preliminary project stage and post-implementation operation stage are expensed as incurred in research and development expenses. In addition, impairment of in-progress software projects for which completion is subsequently determined not to be probable is recorded in research and development expenses.

We plan to increase our investment in research and development for the foreseeable future as we focus on further developing our platform and enhancing its use cases. However, we expect our research and development expenses to decrease as a percentage of total revenue over time, although they may fluctuate as a percentage of total revenue from period to period.

General and administrative

General and administrative expenses consist primarily of personnel-related costs for our administrative departments, software licensing costs, professional fees for external legal, accounting and other consulting services, facilities costs, taxes and licenses, bad debt, and corporate insurance. Personnel-related costs include salaries, benefits, taxes, bonuses, stock-based compensation, and travel.

We expect to increase the size of our general and administrative function to support the growth of our business. Following the completion of this offering, we expect to incur additional expenses as a result of operating as a public company, including costs to comply with the rules and regulations applicable to companies listed on a U.S. securities exchange and costs related to compliance and reporting obligations pursuant to the rules and regulations of the Securities and Exchange Commission. In addition, as a public company, we expect to incur increased expenses such as insurance, investor relations, and professional services. As a result, we expect the dollar amount of our general and administrative expenses to increase for the foreseeable future. However, we expect our general and administrative expenses to decrease as a percentage of total revenue over time, although they may fluctuate as a percentage of total revenue from period to period.

We expect additional operating expenses during the period in which this registration statement becomes effective due to stock-based compensation expenses associated with stock options for which a liquidity event-based vesting condition will be satisfied upon such effectiveness.

Depreciation and amortization

Depreciation and amortization consists of depreciation of property and equipment and amortization of intangible assets, including infrastructure-related software development costs and acquired technology.

Other expense, net

Other expense, net consists primarily of interest expense incurred on outstanding debt instruments, net of interest income earned on cash, cash equivalents, and short-term investments, and gains and losses incurred on both the equity investment and the convertible notes derivative liability.

Provision for income taxes

Provision for income taxes consists primarily of income taxes related to state jurisdictions in which we conduct business. Due to uncertainty as to the realization of benefits from our deferred tax assets, we have a full valuation allowance reserved against such assets. We expect to maintain this full valuation allowance in the near term.

Results of Operations

The following tables set forth our results of operations in dollars and as a percentage of total revenue for each of the periods presented:

	Year ended December 31,	
	2023	2022
	(in thousands)	
Revenue	$ 320,037	$ 210,702
Cost of revenue[(1)]	43,992	46,176
Gross profit	276,045	164,526
Operating expenses[(1)]:		
Sales and marketing	114,756	110,069
Research and development	49,996	42,558
General and administrative	51,633	49,164
Depreciation and amortization	3,661	3,048
Total operating expenses	220,046	204,839
Income (loss) from operations	55,999	(40,313)
Other expense, net	(11,948)	(14,286)
Income (loss) before provision for income taxes	44,051	(54,599)
Provision for income taxes	(5,934)	(262)
Net income (loss)	$ 38,117	$ (54,861)

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

	Year ended December 31,	
	2023	2022
Cost of revenue	$ 659	$ 854
Sales and marketing	15,420	1,836
Research and development	2,074	1,835
General and administrative	2,015	1,975
Total stock-based compensation	$ 20,168	$ 6,500

Comparison of the year ended December 31, 2023 and 2022

Revenue

	Year ended December 31,		Change	
	2023	2022	$	%
	(in thousands)			
Direct-to-consumer revenue				
Redemption revenue	$ 163,687	$ 128,769	$ 34,918	27 %
Ad & other revenue	76,151	72,045	4,106	6 %
Total direct-to-consumer revenue	239,838	200,814	39,024	19 %
Third-party publishers revenue				
Redemption revenue	80,199	9,888	70,311	711 %
Ad & other revenue	—	—	—	— %
Total third-party publishers revenue	80,199	9,888	70,311	711 %
Total				
Redemption revenue	243,886	138,657	105,229	76 %
Ad & other revenue	76,151	72,045	4,106	6 %
Total revenue	$ 320,037	$ 210,702	$ 109,335	52 %

Total redemption revenue increased $105.2 million, or 76%, during the year ended December 31, 2023 compared to the year ended December 31, 2022, due to a $70.3 million increase in revenue from third-party publisher properties and a $34.9 million increase in revenue from the Ibotta D2C properties. The increase in revenue from third-party publishers is primarily driven by the expansion of revenue related to Walmart, which initially launched in the third quarter of 2022 to members of Walmart's paid membership program, Walmart+, and expanded to all Walmart customers with a Walmart.com account in the third quarter of 2023. Ibotta D2C revenue also benefited as a result of the Walmart launch from improved the quantity and quality of offers available on D2C properties.

Ad & other revenue increased $4.1 million, or 6%, during the year ended December 31, 2023 compared to the year ended December 31, 2022.

Cost of Revenue

	Year ended December 31,		Change	
	2023	2022	$	%
	(in thousands)			
Cost of revenue	$ 43,992	$ 46,176	$ (2,184)	(5)%
Percentage of revenue	14 %	22 %		

Cost of revenue decreased $2.2 million, or 5%, during the year ended December 31, 2023 compared to the year ended December 31, 2022, due to a $2.4 million decrease in data hosting costs, a $0.5 million decrease in software licensing costs, a $0.4 million decrease in personnel-related costs due to increased capitalization, and a $0.3 million decrease in processing fees. The decrease in data hosting costs was driven by increased focus on vendor spend efficiency. These decreases were partially offset by a $1.2 million increase in revenue share driven by growth in revenue from third-party publishers.

Cost of revenue as a percentage of total revenue declined by 8% during the year ended December 31, 2023 compared to the year ended December 31, 2022, driven by a 52% overall increase in total revenue, combined with the effects of increased efficiencies associated with data hosting costs and slightly decreased personnel-related costs.

Sales and marketing

	Year ended December 31,		Change	
	2023	2022	$	%
	(in thousands)			
Sales and marketing	$ 114,756	$ 110,069	$ 4,687	4 %
Percentage of revenue	36 %	52 %		

Sales and marketing increased $4.7 million, or 4%, during the year ended December 31, 2023 compared to the year ended December 31, 2022, primarily due to a $13.2 million increase in stock-based compensation expense for the Walmart Warrant, an $8.2 million increase in personnel-related costs to support our growth, and $3.1 million increase in B2B marketing. These increases were partially offset by a $12.0 million decrease in self-funded user awards, and an $8.3 million decrease in media spend, reflecting our shift in marketing strategy away from self-funded user awards and other D2C performance media, as well as increased focus on marketing spend efficiency.

Sales and marketing as a percentage of total revenue decreased by 16% during the year ended December 31, 2023 compared to the year ended December 31, 2022, driven by the year-over-year growth and shift in the mix of revenue between Ibotta D2C properties and third-party publisher properties. As we do not incur sales and marketing expenses related to the acquisition of consumers or retention of redeemers via third-party publishers, the year-over-year growth in third-party publishers' redeemers and redemptions resulted in increased marketing efficiencies as a percentage of revenue.

Research and development

	Year ended December 31,		Change	
	2023	2022	$	%
	(in thousands)			
Research and development	$ 49,996	$ 42,558	$ 7,438	17 %
Percentage of revenue	16 %	20 %		

Research and development increased $7.4 million, or 17%, during the year ended December 31, 2023 compared to the year ended December 31, 2022, due to increases in personnel-related costs driven by an increase in headcount to support our growth. This increase was partially offset by a $0.5 million decrease in impairment of capitalized software development costs.

General and administrative

	Year ended December 31,		Change	
	2023	2022	$	%
	(in thousands)			
General and administrative	$ 51,633	$ 49,164	$ 2,469	5 %
Percentage of revenue	16 %	23 %		

General and administrative increased $2.5 million, or 5%, during the year ended December 31, 2023 compared to the year ended December 31, 2022, primarily due to a $1.7 million increase in personnel-related costs driven by increases in travel and entertainment and employee benefits costs, a $0.5 million increase in corporate insurance costs, and a $0.5 million increase in software licensing costs. These increases were partially offset by a $0.3 million decrease in taxes and licenses.

Depreciation and amortization

	Year ended December 31,		Change	
	2023	2022	$	%
	(in thousands)			
Depreciation and amortization	$ 3,661	$ 3,048	$ 613	20 %
Percentage of revenue	1 %	1 %		

Depreciation and amortization increased $0.6 million, or 20%, during the year ended December 31, 2023 compared to the year ended December 31, 2022 primarily due to increases in capitalized software development costs.

Other expense, net

	Year ended December 31,		Change	
	2023	2022	$	%
	(in thousands)			
Other expense, net	$ (11,948)	$ (14,286)	$ (2,338)	(16)%
Percentage of revenue	(4)%	(7)%		

Other expense, net, decreased $2.3 million, or 16%, during the year ended December 31, 2023 compared to the year ended December 31, 2022 due to a $4.7 million impairment loss recorded on our equity investment during the year ended December 31, 2022. Partially offsetting this amount was a $1.6 million increase in interest expense, net, during the year ended December 31, 2023, compared to the year ended December 31, 2022, reflecting a full year of interest expense on our outstanding convertible notes that were issued during March 2022.

Provision for income taxes

	Year ended December 31,		Change	
	2023	2022	$	%
	(in thousands)			
Provision for income taxes	$ (5,934)	$ (262)	$ 5,672	NM(1)
Percentage of revenue	(2)%	— %		

(1) NM - not meaningful

Provision for income taxes increased $5.7 million during the year ended December 31, 2023 compared to the year ended December 31, 2022 due to pre-tax profitability and required filings in additional state jurisdictions.

Unaudited Quarterly Results of Operations

The following table summarizes our selected unaudited quarterly results of operations. The information for each of these quarters has been prepared on the same basis as our audited annual consolidated financial statements and reflects, in the opinion of management, all adjustments of a normal, recurring nature that are necessary for the fair statement of the results of operations for these periods. This data should be read in conjunction with our audited consolidated financial statements included

elsewhere in this prospectus. Historical results are not necessarily indicative of the results that may be expected for the full fiscal year or any other period.

	Three Months Ended							
	December 31, 2023	September 30, 2023	June 30, 2023	March 31, 2023	December 31, 2022	September 30, 2022	June 30, 2022	March 31, 2022
	(in thousands)							
Revenue	$ 99,674	$ 85,287	$ 77,385	$ 57,691	$ 66,274	$ 53,506	$ 46,848	$ 44,074
Cost of revenue	12,321	10,777	9,644	11,250	11,981	12,506	11,616	10,073
Gross profit	87,353	74,510	67,741	46,441	54,293	41,000	35,232	34,001
Operating expenses:								
Sales and marketing	33,307	37,639	22,208	21,602	27,181	25,365	25,183	32,340
Research and development	13,690	12,391	12,220	11,695	11,137	10,227	10,279	10,915
General and administrative	13,453	12,109	12,737	13,334	12,623	12,019	11,816	12,706
Depreciation and amortization	646	1,501	762	752	760	782	782	724
Total operating expenses	61,096	63,640	47,927	47,383	51,701	48,393	48,060	56,685
Income (loss) from operations	26,257	10,870	19,814	(942)	2,592	(7,393)	(12,828)	(22,684)
Other expense, net	(3,923)	(3,067)	(1,783)	(3,175)	(7,524)	(3,822)	(2,705)	(235)
Income (loss) before provision for income taxes	22,334	7,803	18,031	(4,117)	(4,932)	(11,215)	(15,533)	(22,919)
Provision for income taxes	(3,688)	610	(2,690)	(166)	(215)	(9)	(19)	(19)
Net income (loss)	$ 18,646	$ 8,413	$ 15,341	$ (4,283)	$ (5,147)	$ (11,224)	$ (15,552)	$ (22,938)

Liquidity and Capital Resources

Sources and Uses of Funds

We have primarily incurred losses since our inception, accumulating a deficit of $209.2 million as of December 31, 2023. We have financed the majority of our operating and capital needs through private sales of equity securities and borrowings under credit facilities and convertible notes. As of December 31, 2023, our principal sources of liquidity included $62.6 million of cash and cash equivalents, and $50.0 million of available capacity under a revolving line of credit.

Our primary cash needs are for personnel-related expenses, selling and marketing expenses, user award payables, data hosting costs, and software licensing costs. We believe our existing liquidity will be sufficient to meet our projected operating and capital requirements for at least the next 12 months. Our future cash requirements will depend on many factors, including our pace of growth, the timing and extent of spend to support research and development efforts, the timing of cash collected from clients, the expansion of sales and marketing activities, the introduction of new and enhanced platform offerings, and the continuing market acceptance of the platform. As a result of these and other factors, we may be required to seek additional equity or debt financing. If additional financing is required from outside sources, we may not be able to raise it on terms acceptable to us, or at all. Further, recent volatility in the global financial markets due to heightened inflation, rising interest rates, and geopolitical events, could reduce our ability to access capital and negatively affect our liquidity in the future. If we are unable to raise additional capital when desired, our business, financial condition, results of operations, and prospects would be adversely affected.

Convertible Notes

On March 24, 2022 (the Initial Closing), the Company issued convertible unsecured subordinated promissory notes (the notes or convertible notes) to certain investors in an aggregate principal amount of $75.0 million with a maturity date of March 24, 2027. Up to but not including the date that is 18 months after the Initial Closing, the convertible notes bear interest at a rate of 6.00% per annum, payable quarterly in cash or as payment-in-kind at the Company's election. Thereafter, subject to certain exceptions, the convertible notes bear interest at a rate of (A) the greater of (x) the three-month Secured Overnight Financing Rate and (y) 1.00% plus (B) 5.00%, payable quarterly in cash.

The outstanding amount of the notes will automatically convert into shares of the Company's common stock upon the closing of the initial public offering. The conversion price is the lesser of a) $2.5 billion divided by the fully diluted capitalization of the Company immediately prior to the closing of the initial public offering and b) the "price to the public" in this offering multiplied by the applicable discount rate. The discount rate upon the closing of the initial public offering prior to or on the date 18 months after the Initial Closing is 77.5% and thereafter is 72.5%.

2021 Credit Facility

On November 3, 2021, the Company executed the Third Amended and Restated Loan and Security Agreement with Silicon Valley Bank, now a division of First-Citizens Bank & Trust Company (First Citizens Bank), which consists of a $50.0 million revolving line of credit with a maturity date of November 3, 2025 (as amended, the 2021 Credit Facility). In the event of a public offering, the maturity date of the 2021 Credit Facility will be extended to November 3, 2026.

Borrowings bear interest at a floating annual rate equal to the greater of (i) an applicable floor rate that ranges from 2.25% to 3.0% based on the Company's average liquidity position as defined in the 2021 Credit Facility and (ii) the prime rate less a margin that ranges from 0.25% to 1.0% based on the Company's average liquidity position as defined in the 2021 Credit Facility. On December 31, 2023, the interest rate was 7.75% per annum. In addition, the Company pays an unused revolving line facility fee of 0.25% per year on the average monthly unused amount under the 2021 Credit Facility. The Company is subject to a springing financial covenant to maintain a minimum liquidity ratio of 1.50x, depending on the Company's average liquidity position as defined in the 2021 Credit Facility.

As of December 31, 2023, the Company had no outstanding borrowings under the 2021 Credit Facility and $50.0 million of unused borrowings available. The Company is in compliance with all financial covenants under the 2021 Credit Facility during all periods presented. All obligations under the 2021 Credit Facility are secured by substantially all of the assets of the Company, including intellectual property.

Common Stock Warrants

On May 17, 2021, we issued a common stock purchase warrant to Walmart (the Walmart Warrant) in connection with a multi-year strategic relationship that makes Ibotta the exclusive provider of digital item-level rebate offer content for Walmart U.S. The Walmart Warrant was issued in exchange for access to Walmart consumers. If the shares available for exercise as of December 31, 2023 were fully exercised, the warrants could provide up to $136.1 million in proceeds to us, subject to certain adjustments. However, the exercisability of a portion of the Walmart Warrant is subject to certain performance conditions and we cannot make assurance that any such warrant will be exercised. For further details regarding the Walmart warrants, see the section titled "Certain Relationships and Related Party Transactions—Agreements with Walmart" and Note 11 to our consolidated financial statements included elsewhere in this prospectus.

Cash Flows

The following table summarizes our cash flows for the periods presented:

	Year ended December 31,	
	2023	2022
	(in thousands)	
Net cash provided by (used in) operating activities	$ 22,716	$ (56,499)
Net cash provided by (used in) investing activities	19,672	(35,676)
Net cash provided by financing activities	2,385	74,047
Net change in cash and cash equivalents	$ 44,773	$ (18,128)

Operating Activities

Our collection cycles can vary based on payment practices from our clients, and we are required to pay our third-party publishers within a contractual timeframe, regardless of whether we have collected payment from our client. As a result, timing of cash receipts related to accounts receivable and due to third-party publishers can significantly impact our cash provided by (used in) operating activities for any period.

Net cash provided by operating activities increased $79.2 million during the year ended December 31, 2023 compared to the year ended December 31, 2022. The increase was largely a result of a $93.0 million increase in net income, adjusted for an $11.1 million increase in non-cash charges, partially offset by a $24.8 million increase in net cash outflows as a result of changes in operating assets and liabilities. The increase in net income was primarily driven by an increase in revenue. The increase in net cash outflows from changes in operating assets and liabilities were primarily due to a $71.2 million increase in accounts receivable driven by increases in gross billings and a $11.7 million decrease in the user redemption liability, partially offset by a $48.7 million increase in the liabilities due to third-party publishers in connection with the growth of the IPN business.

Investing Activities

Net cash provided by investing activities increased $55.3 million during the year ended December 31, 2023 compared to the year ended December 31, 2022, primarily driven by a $66.0 million decrease in purchases of short-term investments, partially offset by a $10.7 million decrease in sales and maturities of short-term investments.

Financing Activities

Net cash provided by financing activities decreased $71.7 million during the year ended December 31, 2023 compared to the year ended December 31, 2022, primarily driven by a $75.0 million decrease in net proceeds from the issuance of convertible promissory notes in 2022, partially offset by a $1.7 million decrease in repayments, net of draws, on the revolving line of credit.

Material Cash Requirements

Operating leases

Our operating lease commitments include our corporate offices. As of December 31, 2023, we had noncancellable lease obligations of $3.3 million, of which $1.8 million is payable within 12 months. For additional discussion on our operating leases, see Note 10 - Operating Leases to our audited consolidated financial statements included elsewhere in this prospectus.

Other Planned Uses of Capital

We will continue to invest in sales and marketing, research and development, and our technology. We expect capital expenditures to increase in coming years to support our growth.

Critical Accounting Policies and Estimates

Management's discussion and analysis of our financial condition and results of operations is based on our consolidated financial statements, which have been prepared in accordance with GAAP. In preparing the consolidated financial statements, we apply accounting policies and estimates that affect the reported amounts and related disclosures. Inherent in such policies are certain key assumptions and estimates made by management, which we believe best reflect the underlying business and economic events. Our estimates are based on historical experience and various other factors and assumptions that we believe are reasonable under the circumstances. We regularly re-evaluate our estimates used in the preparation of the consolidated financial statements based on our latest assessment of the current and projected business and economic environment. By their nature, these estimates and judgments are

subject to an inherent degree of uncertainty and actual results could differ materially from the amounts reported based on these estimates.

Our significant accounting policies and estimates are described in Note 2 to the consolidated financial statements, and of these, management believes the following accounting policies involve a greater degree of judgment and complexity and are therefore the most critical in determining the amounts reported in our consolidated financial statements.

Revenue Recognition

We recognize revenue in accordance with ASC 606, Revenue from Contracts with clients. We primarily derive revenues from the set-up and redemption of cash back rewards and digital media services on the IPN. Revenue is recognized when, or as, control of the promised goods or services is transferred to our clients, in an amount that represents the consideration we expect to be entitled to in exchange for those goods or services. The following is a description of principal activities from which we generate our revenue:

Redemption Revenue

Consumers earn rewards on the IPN through loyalty account linking, receipt upload, or purchasing a gift card. As a result of the cash back reward being both client determined and funded, the cash back reward is passed through to the consumer. We earn a fee per redemption in the period in which the redemption occurs. We may also charge setup fees, which are deferred and recognized over the respective promotion period. Penalties or early terminations are recognized as revenue as the associated event occurs. We recognize revenues from redemptions net of consumer cash back rewards as we act as the agent in the transaction. Redemption campaigns are available on both Ibotta D2C and third-party publisher properties. We also contract with third-party gift card providers to facilitate the delivery of digital gift card codes and recognize revenue gross of user award but net of the cost of the gift card, at a point in time when the exchange occurs.

Ad & other Revenue

Our clients may also run advertisements (banners, tiles, newsletters, feature placements, etc.) on Ibotta D2C properties to promote their redemption campaigns. When a consumer clicks on an advertisement, they are linked directly to the associated campaign. Ad products are billed and revenue is recognized as the marketing services are performed. Ad products run in conjunction with the associated redemption campaign, either over the entire redemption campaign life or some portion of it. We recognize revenue from client run advertisements on a gross basis as we act as the principal in the transaction.

We also offer audience targeting and data licensing services to clients, which are primarily billed as a flat fee amount. Data revenue is recognized as it is delivered and on a gross basis as we act as the principal in the transaction.

Practical Expedients

Our contracts are primarily less than twelve months in duration. As a result, we have elected the following practical expedients:

- incremental costs of obtaining a contract are recognized as an expense as incurred; and
- consideration is not adjusted for the effects of any financing components.

Stock-Based Compensation

The Company grants stock options to employees and non-employee directors and measures the stock-based compensation based on the grant date fair value of the options using the Black-Scholes option-pricing model. Service-based awards are recognized as compensation expense, net of actual

forfeitures, on a straight-line basis over the requisite service period, which is generally four years. Performance-based awards are recognized as compensation expense under the accelerated attribution method when performance conditions are considered probable of being achieved. The Black-Scholes option-pricing model requires the input of the following subjective assumptions:

- *Fair Value of Common Stock* - Because our common stock is not yet publicly traded, we estimate the fair value of our common stock, as discussed in the section titled “Common Stock Valuations” below.
- *Expected Volatility* - As we do not have a trading history for our common stock, we estimate the expected volatility based on historical volatilities of comparable guideline public companies.
- *Expected Term* - The expected term is the period of time for which the award is expected to be outstanding assuming that the award vests. We estimate the expected term using the simplified method, calculated as the midpoint between the requisite service period and the contractual term of the award. The simplified approach is applied as we do not have sufficient historical information to develop reasonable expectations about future exercise patterns and post-vesting employment termination behavior.
- *Risk-Free Interest Rate* - The risk-free rate assumption is based on the U.S. Treasury yield that corresponds with the expected term.
- *Expected Dividend Rate* - We use a dividend yield of zero, as we have not historically paid dividends, nor do we expect to do so in the future.

We will continue to use judgment in evaluating the assumptions related to our stock-based compensation on a prospective basis. As we continue to accumulate additional data related to our common stock, we may have refinements to our estimates, which could materially impact our future stock-based compensation expense.

Common Stock Valuations

The fair value of our common stock underlying our stock-based compensation awards is determined by our board of directors, with input from management and corroboration from an independent third-party valuation specialist, in accordance with the guidelines outlined in the American Institute of Certified Public Accountants Practice Aid, *Valuation of Privately-Held- Company Equity Securities Issued as Compensation*. In the absence of a public trading market, our board of directors exercises significant judgment and considers numerous objective and subjective factors to determine the fair value of our common stock as of the date of each grant, including the following factors:

- contemporaneous valuations performed by third-party valuation firms;
- the nature of the business, including its history;
- the economic outlook in general and of the specific industry at the date of the valuation;
- our book value and financial condition;
- our earnings capacity;
- the existence or lack of goodwill, or other intangible assets;
- sales of stock and the size of the block to be valued;
- the market prices of stocks of corporations engaged in the same or similar lines of business as the Company and whose stocks are activity traded in a free and open market, either on an exchange or over-the-counter;

- the prices of convertible preferred stock sold by us to third-party investors in arms-length transactions;
- the lack of marketability of our common stock; and
- the likelihood of achieving a liquidity event, such as an initial public offering or a merger or acquisition of our business given prevailing market conditions.

In valuing our common stock, the board of directors uses the income and market approach valuation methods. The income approach values a company by estimating future cash flows that could potentially be taken out of the business without impairing future operations and profitability. These forecasted annual cash flows plus the terminal value are discounted to their present value to estimate the value. The discount rate is a rate of return which provides potential investors a sufficient return on their investment. The market approach estimates value by comparing the subject company to similar firms whose stocks are publicly-traded. A group of comparable publicly-traded companies are selected and market multiples are developed using each company's stock price and other financial data. An estimate of value for the subject business is completed by applying selected market multiples to the subject company's financial results.

After completing the income and market approaches, the enterprise value is allocated to our common stock using the Option Pricing Model, or OPM. Under this method, the common and preferred stock are treated as a series of call options on the enterprise's value, with the exercise price reflecting a series of "break points" and where the different securities are allocated their respective value based on the specific characteristics and value participation features. The value of the common stock is then based on the allocation of the call options according to the specific facts and circumstances specific to our capital structure. The common stock is modeled as a call option that gives its owner the right, but not the obligation, to buy the underlying enterprise value at a predetermined or exercise price. In the model, the exercise price is based on a comparison with the enterprise value rather than, as in the case of a "regular" call option, a comparison with a per share price. Thus, the value of the common stock is considered to be a call option with a claim on the enterprise at an exercise price equal to the remaining value immediately after the preferred stock is liquidated. The OPM often uses the Black-Scholes Option Pricing Model to price the call option. After the value of the common stock is determined and allocated to the various classes of shares, a discount for lack of marketability, or DLOM, is applied to arrive at the fair value of the common stock. A DLOM is meant to account for the lack of marketability of a stock that is not traded on public exchanges.

Application of these valuation approaches involves the use of estimates, judgment, and assumptions that are highly complex and subjective, such as those regarding our expected future revenue, expenses, and future cash flows, discount rates, market multiples, the selection of comparable companies, and the probability of possible future events. Changes in any or all of these estimates and assumptions or the relationships between those assumptions impact our valuations as of each valuation date and may have a material impact on the valuation of our common stock. For valuations after the completion of this offering, we will use the closing price of our common stock as reported on the date of grant to determine the fair value of our common stock.

Emerging Company Status

We are an "emerging growth company" as defined in Section 2(a) of the Securities Act of 1933, as amended (the Securities Act) and have elected to take advantage of the benefits of the extended transition period for new or revised financial accounting standards. The Company expects to remain an emerging growth company at least through the end of the 2024 fiscal year and expects to continue to take advantage of the benefits of the extended transition period, although it may decide to early adopt such new or revised accounting standards to the extent permitted by such standards. This may make it difficult or impossible to compare our financial results with the financial results of another public company that is either not an emerging growth company or is an emerging growth company that has chosen to not take

advantage of the extended transition period exemptions because of the potential differences in accounting standards used.

Recent Accounting Pronouncements

See “Basis of Presentation and Summary of Significant Accounting Policies” in Note 2 of the notes to our consolidated financial statements included elsewhere in this prospectus for more information.

Quantitative and Qualitative Disclosures about Market Risk

We are exposed to market risks in the ordinary course of our business. Market risk represents the risk of loss that may impact our financial position due to adverse changes in financial market prices and rates. Our market risk exposure is primarily the result of fluctuations in interest rates and inflation.

Interest Rate Risk

Our cash, cash equivalents, and short-term investments are held for working capital purposes and primarily consist of cash on hand and highly liquid investments in money market instruments, commercial paper, U.S. Treasury securities, and investment grade corporate notes. As of December 31, 2023, we had cash and cash equivalents of $62.6 million. We do not enter into investments for trading or speculative purposes. Our investments are exposed to market risk due to fluctuations in interest rates, which may affect our interest income and the fair market value of our investments. However, due to the short-term nature of our investment portfolio, we do not believe a hypothetical 10% increase or decrease in interest rates would have a material effect on the fair market value of our portfolio. We therefore do not expect our operating results or cash flows to be materially affected by a sudden change in market interest rates.

Our convertible notes and line of credit bear interest at floating interest rates. Accordingly, because our interest rate is tied to market rates, if we incur debt in the future, including under the 2021 Credit Facility, rising interest rates could increase our borrowing costs on any future borrowings. In addition, operating and growing our business may require additional capital, which could include equity or debt financing. Rising interest rates could negatively impact our ability to obtain such financing on commercially reasonable terms or at all.

Inflation Risk

We do not believe that inflation has had a material effect on our business, results of operations, or financial condition. Nonetheless, if our costs were to become subject to significant inflationary pressures, we may not be able to fully offset such higher costs. Our inability or failure to do so could harm our business, financial condition, results of operations, or prospects.

BUSINESS

Overview

Ibotta's mission is to Make Every Purchase Rewarding. Our technology allows CPG brands to deliver digital promotions to over 200 million consumers through a single, convenient network called the Ibotta Performance Network (IPN). We are pioneers in success-based marketing: we only get paid when our client's promotion results in a sale, not when a consumer merely views or clicks on the promotion. We have built the largest digital item-level promotions network in the United States by forming strategic relationships with major retailers such as Walmart Inc. (Walmart) and Dollar General Corporation (Dollar General), which use our digital offers to power their loyalty programs on a white-label basis. Through the IPN, our clients can also reach millions more consumers on our widely used rewards app digital properties, which include the Ibotta-branded cash back mobile app, website, and browser extension (collectively, Ibotta D2C).

We work directly with over 850 different clients, representing over 2,400 different CPG brands to source exclusive offers as of December 31, 2023. Most of our offers cover products in non-discretionary categories, such as grocery, but we also work with general merchandise manufacturers in categories such as toys, clothing, beauty, electronics, pet, home goods, and sporting goods. Over time, our clients have generally ramped up their spend with us, and they rarely drop off our network. In fact, of our top 100 clients, 96% were retained from 2022 to 2023.

Our technology platform uses an Artificial Intelligence (AI)-enabled offer engine that is designed to match and distribute the right offer to the right consumer at the right time. This is possible because we receive a large volume of item-level purchase data through our secure point of sale (POS) integrations with 85 different retailers as of December 31, 2023. Using this data, we form a profile of each consumer based on what they have bought in the past and how they have responded to various price promotions. From there, we build recommenders that are driven by machine learning and designed to create personalized savings experiences for each consumer. The more data we accumulate, the smarter our recommenders become. Whatever our clients' specific objectives may be – such as encouraging brand switching, shortening purchase cycles, incentivizing consumers to stock up, or promoting around key seasonal events – our platform helps them design a promotional campaign to accomplish their goals.

Ibotta's technology tracks which offers are selected by consumers, matches offers to the products that have been purchased, logs redemptions, handles the flow of funds, and takes care of all downstream billing and logistics. We perform the function of "air traffic control," meaning our network enables offers to be matched, distributed, and redeemed across multiple large third-party publishers in a coordinated fashion. This minimizes the risks that offer budgets are exceeded and that consumers redeem the same offer several times for a single purchase (i.e., offer stacking). Our client tools allow CPG brands to set up campaigns, monitor redemption and budget levels, and analyze overall campaign performance – all in a single, convenient interface.

We deliver success-based digital promotions at-scale because we manage a growing, open network of third-party publishers that host our offers. Retailers are among our most important publishers because their apps and websites are frequently visited by consumers with high purchase intent. A retailer may ingest digital offers from Ibotta's Application Programming Interface (API) and present them to its consumers as part of its own branded loyalty program. We call these partners "retailer publishers." We believe retailer publishers choose to work with Ibotta because we are a trusted partner that can provide a large universe of exclusive offers coupled with a set of plug and play capabilities that would be difficult for them to create and scale on their own. For example, Ibotta and Walmart entered into a multi-year strategic relationship that makes Ibotta the exclusive provider of digital item-level rebate offer content for Walmart U.S., across all product categories, for online and offline shopping. Consumers redeem our offers on Walmart properties without ever creating an Ibotta account. Instead, they can select manufacturer offers from the Walmart website or app, buy the featured items in-store or online, and instantly earn Walmart Cash which can be applied to future purchases in a Walmart store or on

Walmart.com. All CPG brands wishing to run digital item-level rebates on Walmart's website can only do so through the IPN.

Ibotta also partners with several other leading retailer publishers. For example, Ibotta partners with Family Dollar, a subsidiary of Dollar Tree, Inc. We also work indirectly to publish offers on certain retailer properties, including Kroger (powering Kroger Cash) and Shell (powering Shell Fuel Rewards).

In addition to providing digital offers for retailers, Ibotta also makes the same offers available on its own digital properties, which include Ibotta D2C. Since 2012, over 50 million Americans have registered for our free app. Ibotta D2C reaches a highly engaged audience of savings-conscious consumers who want a single digital starting point where they can find cash back offers across a variety of retailers. Many of these consumers decide where to shop based on the availability of deals in different retailers. Once the IPN launched, Ibotta D2C became a publisher on the IPN, meaning it is now one of many nodes through which our digital offers are delivered to the end consumer.

In the future, we believe the IPN may be extended to other publishers across a variety of new verticals. For example, new publishers could include delivery services, banks, or other apps and websites that want to give their consumers access to offers on popular everyday items without having to source those offers from thousands of different CPG brands or secure item-level data from multiple integrated retailers where the offers can be redeemed.

We believe Ibotta is well positioned to capitalize on a large and growing market opportunity. U.S. consumers spent approximately $1.2 trillion dollars in the grocery sector in 2023. CPG brands compete fiercely to influence consumer spending habits, spending approximately $200 billion on marketing annually in the United States. In fact, no other industry spends more on marketing, as a percentage of overall budgets, than CPG.

Most of our revenue is redemption revenue which is generated from redemptions of offers across the IPN. A significant portion of that redemption revenue arises from offer redemptions on third-party publishers. We also generate revenue by selling ad products on our Ibotta D2C properties. Specifically, we allow CPG brands and retailers to enhance awareness of their offers by buying display ads, in-app videos, or email marketing campaigns. We also charge partners a licensing fee to leverage our aggregated data in ways that help them better understand their target consumers and improve their promotional activities. Finally, on Ibotta's D2C properties, we also allow thousands of online retailers to advertise and present consumers with their own sitewide cash back offers. These clients benefit from the incremental sales generated by Ibotta's savings-conscious audience.

Our revenue growth significantly accelerated with the addition of new publishers to the IPN. Most recently, the rollout of our offers on the digital property of Walmart has attracted larger audiences, and in turn, resulted in greater spend by CPG brands and a greater number of redeemed offers. These developments have increased our scale, growth and profitability.

- Total revenue grew from $210.7 million in 2022 to $320.0 million in 2023, an increase of 52%;
- Redemption revenue grew from $138.7 million (or 66% of total revenue) in 2022 to $243.9 million (or 76% of total revenue) in 2023, an increase of 76%;
- Gross profit grew from $164.5 million in 2022 to $276.0 million in 2023, an increase of 68%;
- Net income (loss) improved from $(54.9) million in 2022 to $38.1 million in 2023;
- Net income (loss) as a percent of revenue improved from (26)% in 2022 to 12% in 2023; and
- Adjusted EBITDA margin improved from (13)% in 2022 to 26% in 2023.

Industry Background

CPG brands have long sought the ability to advertise or promote their products in a way that can be directly measured out to a sale and tied back to a known consumer. Having this capability would allow a CPG brand to prioritize investing in tactics with the highest observable conversion to sale in-store or online, present a different message or promotion to each segment of consumers, and pay only when the campaign succeeds in driving a sale. The advent of retail media in the world of digital display ads, and now the rapid growth of the IPN in the world of digital promotions, bring CPG brands closer than ever to being able to achieve these objectives. It has been over a century in the making.

As far back as 1880, CPG brands such as Coca-Cola looked for ways to entice consumers to try their products. They invented manufacturer coupons to address this challenge. Ever since, paper coupons and free-standing inserts (FSIs) have been printed and distributed in newspapers, cut out or "clipped" by consumers, presented at checkout in exchange for a discount on qualifying products, and then gathered up by retailers and shipped off to coupon clearinghouses. These clearinghouses tally everything and oversee a flow of remittance payments from thousands of CPG brands to hundreds of retailers, making each retailer whole for the value of the discounts provided, in some cases weeks or months after the coupons have been redeemed. Paper coupons were widely used by CPG brands because they were one of the only D2C marketing tactics that allowed them to reach tens of millions of households with a national promotion, meaning one that would simultaneously be available for redemption across all major retailers that carried the brands' product. The use of paper coupons peaked in 1999, when approximately 340 billion of them were circulated in U.S. newspapers.

Paper coupons have several obvious drawbacks, however. First, rapidly declining newspaper circulation, particularly among younger consumers, has severely constrained their reach. Second, they often require CPG brands to take a one-size-fits-all approach by providing the same discount to everyone, regardless of their past purchase behaviors. Third, paper coupons suffer from very low redemption rates due to high friction in the redemption experience, including clipping a coupon, remembering to bring that coupon to the store, and presenting that coupon to the store clerk at checkout. Fourth, because of the cost to produce and distribute paper coupons, they are billed on a fee-per-print basis, meaning the brand is asked to pay a fixed rate based on the number of coupons circulated in print, regardless of whether conversion to sale ends up being low or high. This makes it hard to predict the total cost of a campaign and exposes brands to unexpected fluctuations in the effective cost per redemption. Lastly, paper coupons harm the environment by causing millions of trees to be cut down unnecessarily each year, only to have 99.5% of the coupons go unused in 2022. Despite these significant drawbacks, paper coupons account for almost all of promotion volume.

About 20 years ago, print-at-home and load-to-card digital coupons began to address certain deficiencies of paper coupons. Digital coupons could be delivered via more modern distribution channels such as email, websites, and mobile apps, and they could be tailored to individuals based on their specific purchase patterns. But digital coupons still left much to be desired. Most notably, they were still billed on a fee-per-clip basis, meaning the CPG brand was charged as soon as a consumer activated an offer, regardless of whether they went on to purchase anything. Once again, CPG brands bore the risk of fluctuating redemption rates. When redemption rates dropped, their effective cost per unit sold increased, and there was no way to predict or lock in upfront a desirable cost per incremental unit sold. The performance of these campaigns also often could not be measured by CPG brands in real-time, leaving them unable to optimize programs mid-flight. Equally problematic, digital coupon programs did not provide a way to deliver promotions nationally – i.e., across retailers – in the same way that paper manufacturer coupons had done. Instead, each retailer ran its own load-to-card program, and CPG brands could only run retailer-specific offers through those siloed programs.

Retailers also experienced challenges with digital coupons. Whenever a redemption occurred, they still had to forego the full retail price of a product and seek reimbursement via a clearinghouse. This maintained the negative working capital dynamics inherent in any discounting system. Additionally, digital coupons remained entirely open loop, meaning all the savings dissipated instead of being internalized in

the form of positive currency that had to be spent back at the same retailer on a future trip. For example, a consumer who uses a digital coupon at Publix to save money may spend that savings on her next trip to Whole Foods. With the rise of Amazon Prime, retailer loyalty and membership programs have continued to gain importance, but retailers need strong promotional content to be provided to them, with funding coming from the national marketing budgets of CPG brands rather than themselves.

As the promotions industry has evolved, one feature has remained constant: the need for a third-party to manage offer distribution on behalf of all CPG brands and retailers in the ecosystem. This need persists for several reasons, including:

- **Efficiency.** It is inefficient for a CPG brand to negotiate, set up, and coordinate delivery of offers with each retailer that carries its products or each publisher that hosts its content. Working with a single third-party provider allows CPG brands to quickly and efficiently launch offers on a nationwide scale and track their cross-retailer campaigns through a single interface.
- **Scale.** CPG brands and retailers need to reach the widest possible audience, including potential new consumers who do not belong to their loyalty programs or visit their apps and websites. This is made possible by tapping into a broader promotions network that gives them access to over 200 million consumers through a large and diverse group of publishers.
- **National content.** CPG brands generally have large national budgets that are reserved for platforms that can deliver promotions across multiple retailers. If a single retailer were to source its own offers, it would immediately be confined to the smaller retailer-exclusive marketing budgets set aside by a CPG brand for use with just that retailer. Moreover, a retailer sourcing offers through its merchandising operation risks diverting attention away from higher priority conversations regarding investments in price or higher margin products such as retail media.
- **Coordination.** CPG brands must ensure that their offers cannot be stacked across multiple publishers. To achieve this, there needs to be a single third-party network administrator that performs an “air traffic control” function, keeping track of which offers have been used on which publishers, in what order, and where credit has already been awarded so that it cannot be given a second time for the same purchase.
- **Technological capability.** CPG brands are experts in developing and marketing new products. Retailers are experts in merchandising, product placement, supply chain management, and retail operations. Neither is likely to have the time, expertise or desire to develop the necessary technology, including the tools to manage offer setup, design and optimization, AI-powered recommenders, digital wallet technology, billing, fraud prevention, and so forth. Leveraging a specialized third-party platform allows them to remain focused on what they do best.

Like promotions, advertising has also evolved to better meet the CPG brand’s needs over time. Traditional television, radio, and out of home are all tactics that reach a mass audience but do not enable precise targeting or direct measurement. Over time, new alternatives emerged which offered greater precision and measurability. Digital ad platforms, including walled gardens such as Google and Meta and independent demand-side platforms such as The Trade Desk, allow CPG brands to target ads primarily based on what websites a consumer has visited, online searches they have conducted, social pages they have liked, or connected television programs they have watched.

While the scale of these platforms is compelling, they continue to fall short in many regards. First, despite the growth of online grocery shopping, in-store sales still comprised 87% of grocery sales in 2023. Ad platforms optimized for online conversion work well where consumers frequently click through and buy products or services online. But in the CPG industry, where products are largely purchased in-store and transacted online far less frequently, these platforms are less effective. Put differently, most consumers do not frequently conduct online searches in relation to everyday items they buy in the grocery store. Second, CPG brands prefer to target ads using data about past purchases to measure the actual incremental sales lift generated by their ads. Digital ad platforms do not have access to cross-retailer,

item-level purchase data that can be tied back to the individual consumer who viewed the ad to measure changes in purchase behavior over time. Lacking this information, ad platforms are forced to rely more heavily on media mix modeling, multi-touch attribution, and other probabilistic approaches to measuring true sales lift. Third, recent privacy policies implemented by Apple, along with the imminent phase out of third-party cookies on Google's Chrome browser, threaten to constrain advertisers' future ability to target ads as effectively because consumers have little incentive to opt into sharing their data for the purpose of receiving more targeted display ads. This anticipated loss of signal for ad platforms will likely lead CPG brands and their agencies to re-evaluate their alternatives and prioritize tactics that continue to offer robust targeting and measurement. Finally, and perhaps most importantly, digital ad platforms do not offer success-based billing in the sense that they charge for impressions and clicks rather than on a fee-per-sale basis.

Most CPG advertisers include a combination of display ads and digital promotions in their annual marketing budgets, and the two often work in concert. For many, their goal is "brandformance," meaning they pursue a strategy of continuing to invest in upper funnel media to deliver an overarching brand message while increasingly connecting that media to direct response campaigns like digital promotions, which call for consumers to take a specific, measurable action in exchange for a benefit. This approach has become popular because it increases the likelihood of consumers trying their products while also providing CPGs with valuable data about who is buying their products, which products they are buying, and where. Many CPG brands prefer to shift spend lower down in the funnel toward fee-per-sale based tactics because they can guarantee a desired level of ROAS. Historically, the main limitation has been that CPG brands lacked a fee-per-sale platform that could deliver digital promotions nationally and at a massive consumer scale.

Market Opportunity

U.S. consumers spent approximately $1.2 trillion in the grocery sector in 2023. American consumers purchased groceries 1.6 times per week spending $475 per month in 2022, on average. Despite the growth of online grocery shopping, 87% of all grocery sales were made in physical stores in 2023. This is partly due to the prohibitively high costs of grocery delivery; according to a recent study, though one in five U.S. households use an online grocery delivery service, over 62% of consumers say grocery delivery costs too much.

Because price is often the single most important determinant when making a purchase, there is a strong consumer appetite for savings. In the first half of 2023, 92% of U.S. shoppers used a coupon, and over three-quarters used a digital coupon. Notably, in 2021, shoppers who used coupons ended up spending 35% more than those who didn't. For households earning the median income in the United States, saving several hundred dollars per year on non-discretionary purchases makes a meaningful contribution to household finances; all the more so in the current inflationary environment. Recent trends indicate that 68% of consumers have become more price-conscious when shopping for groceries, rising to 74% of 25-34 year olds, and 65% actively seek out promotions and discounts while doing so. With more than 90% of companies offering customer loyalty programs, the average U.S. consumer participates in not just a couple, but 18 such programs.

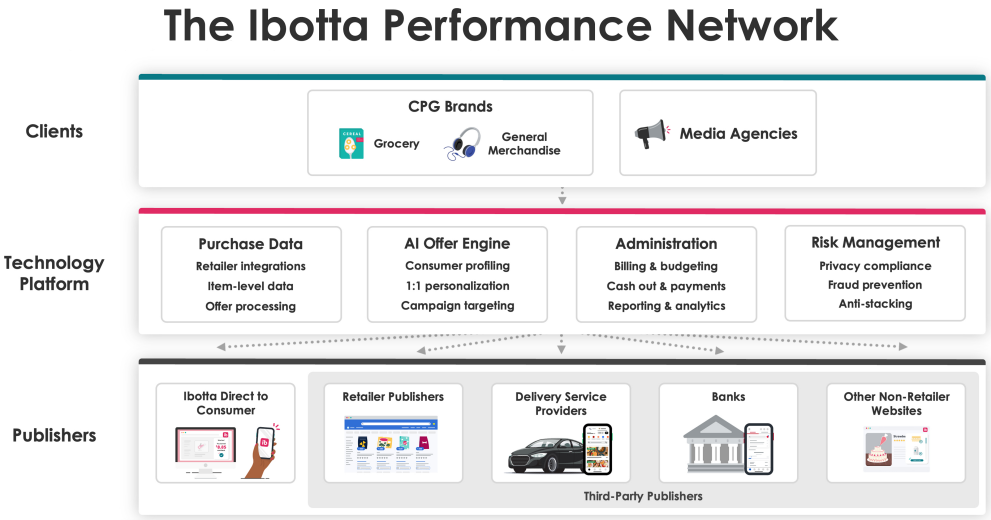
We began by focusing on grocery because consumers purchase groceries at a higher frequency, which gives us an opportunity to influence consumer purchase habits on a weekly basis. Companies in the CPG industry spend a higher percentage of their gross sales on marketing than companies in any other industry. In 2022, total annual CPG marketing spend reached approximately $200 billion in the United States, of which approximately $172.5 billion was spent on trade promotions, digital, consumer promotions, and retailer-exclusive marketing. As millions of consumers have begun buying generic store brands as a way to save money, many national brands have stepped up their marketing spend to protect their market share. In doing so, a growing proportion of dollars are being allocated to tactics that can be directly traced out to sales, such as digital promotions and retail media, with a recent study finding that marketers can net 50% more sales simply by optimizing rebates, without even increasing their overall promotions budget. Total spend on digital rebates grew 26% year-over-year in the first half of 2022, and

the digital promotions market is projected to grow at an 18.5% compound annual growth rate from 2023 to 2030.

Starting in 2021, we brought our fee-per-sale promotional model to other manufacturers in non-food categories such as toys, clothing, beauty, electronics, pet, home goods, and sporting goods. Those categories often have higher purchase intent and higher price points, but promotions are no less important, particularly because of the higher cost, the discretionary nature of these purchases, and the decline in general merchandise sales over the past year. In response, according to the NPD Group, general merchandise manufacturers drove the largest increase in promotional activity in 2022 of any CPG category.

The Ibotta Performance Network

The IPN provides an at-scale success-based marketing solution for the CPG industry. By using the IPN, CPG brands and their media agencies can create digital offers and match and distribute them in a coordinated manner across multiple publisher properties. These publishers include large retailers, which display our offers on their websites, as well as Ibotta's D2C properties, which consist of our mobile app, website, and browser extension, which are popular tools for savings-oriented consumers. The IPN is powered by our proprietary, AI-enabled technology platform, which takes advantage of a unique set of purchase data that we receive through POS integrations with retailers.



Note: Delivery Service Providers, Banks, and Other Non-Retailer Websites are future targets.

The key components of our network are as follows:

Offer sourcing. Ibotta's sales team directly sources digital offers from over 2,400 different CPG brands as of December 31, 2023, and in some cases their media buying agencies. Each offer is loaded into our network along with key parameters such as the eligible products, total campaign budget, campaign expiration date (if any), and any targeting criteria specifying which consumer segments should receive the offer. Certain parts of this process can be done on a self-serve basis, without the involvement of our team, while others are accomplished with help from our account managers. Ibotta does not receive and redeploy CPG offers from any third-party source of offers; instead, we source it ourselves for exclusive distribution to publishers on the IPN. More recently, we have begun sourcing offers from CPG brands in general merchandise categories (i.e., non-grocery). Going forward, our aim is to increase

investment levels from existing CPG brands, add new brands from within existing clients, and add new clients.

Technology platform. Our cloud-based, AI-driven technology platform is built on an open architecture that enables us to deliver millions of offers from CPG brands to consumers across our network of publishers. The key components of this platform include:

- **Purchase data.** We receive and process a large amount of item-level consumer purchase data from our retailer POS integrations and use that data to process offer redemptions and help drive high return on investment outcomes for CPG brands.
- **AI offer engine.** We help our clients determine the optimal offer value, offer cadence, offer breadth, and targeting criteria for a given campaign, based on their strategic objectives. Using AI, we build recommenders that are designed to match the right offers with the right consumers at the right time. With machine learning, our recommendation algorithms continuously improve, allowing us to drive higher conversion and cost efficiency for our clients.
- **Administration.** We handle all aspects of billing and collections, as well as managing cash flows. We also provide our clients with a portal that allows them to set up and refine their offer parameters, as well as monitor and analyze their campaign performance.
- **Risk management.** We help minimize offer stacking by ensuring that a consumer who earns a reward for redeeming an offer on Ibotta's app cannot earn a second, redundant reward on a third-party publisher for the same underlying purchase. All this is done in a manner that complies with the relevant privacy rules concerning uses of consumer data.

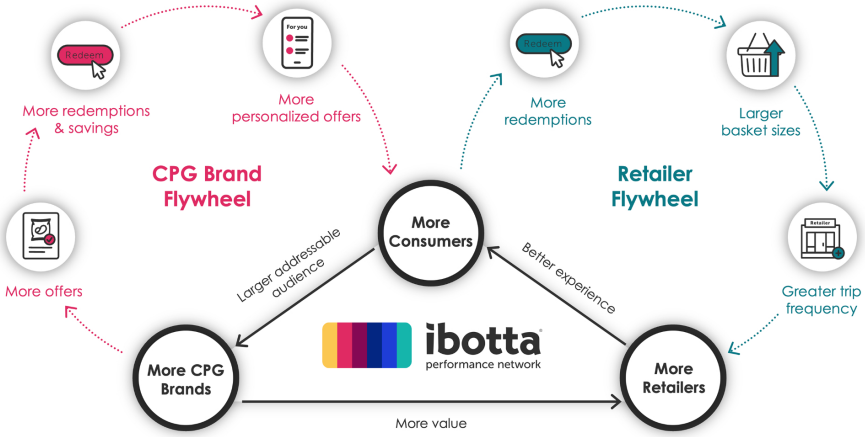
Distribution via publishers. We match and distribute our digital offers through retailer publishers and Ibotta D2C properties, with additional distribution channels planned for the future. We have formed strategic, and in some cases, exclusive relationships with large retailers such as Walmart, Dollar General, and Family Dollar. In some cases, Ibotta has negotiated the right to become the exclusive provider of item-level offers for their digital properties. On these third-party publisher sites, consumers do not need an Ibotta account or mobile app to redeem offers. Ibotta's own, D2C properties also publish our offers, under the Ibotta brand.

The above components of our network work together to create interconnected flywheels that can over time strengthen and accelerate the value of the IPN for our constituents.

CPG brand flywheel. The first flywheel effect relates to CPG brands. The more offers CPG brands sponsor, the greater value we are able to deliver to consumers, and the more likely that they continue to engage with and recommend our offers to friends. The more consumers engage, the more investment we receive from both new and existing CPG brands that are eager to influence the greater spending power of this audience. The more offers are redeemed on the IPN, the more redemption data we collect in relation to each consumer, and the better our AI models become at recommending personally relevant offers for each consumer.

Retailer flywheel. The second flywheel effect relates to retailers. The opportunity to entice more consumers into their stores and onto their websites motivates retailers to take steps that further increase consumer engagement. For instance, retailers can make it easier to redeem offers in their stores by integrating their POS with Ibotta or hosting our offers on their own apps and websites as part of their loyalty rewards programs. As offers become easier to redeem, more consumers use them, which in turn

attracts greater investments in offers from CPG brands, which ultimately results in more consumers using the retailer's loyalty program.



The network dynamics inherent in Ibotta's business create a strong competitive advantage. The more consumers we attract, the more CPG brands invest, and the more offers they provide for distribution across our network, the more consumers are likely to engage with our offers, increasing the value generated by each consumer. At the same time, the more content we add, both within grocery CPG and in new categories, the more attractive joining our network becomes to new publishers, enlarging the total audience and by attracting more CPG marketing investment. As the network grows, retailers are increasingly incentivized to integrate with our technology so they can incorporate our rewards into their own loyalty programs while allowing their consumers to redeem offers as seamlessly as possible.

Our Competitive Strengths

We believe the following attributes and capabilities represent our core strengths and provide us with valuable competitive advantages.

"One-stop shop" for national promotions. Ibotta provides CPG brands with a comprehensive solution that simplifies and streamlines the entire digital promotions process from end-to-end. Through the IPN, CPG brands can deliver offers across multiple large publishers at once, implementing a national promotional strategy in a way that would be practically unachievable in a world of siloed budgets stitched together retailer by retailer. Once clients become familiar with our technology platform, they can quickly and easily set up campaigns, monitor performance, and track budget levels, all without the hassle of managing offer administration themselves.

Shared success model that aligns our incentives with our clients' incentives. Our innovative fee-per-sale model increases the cost efficiency of digital marketing within the CPG industry. Instead of paying for upper funnel metrics like clicks or impressions, which can be difficult to tie out deterministically to an in-store sale, many CPG brands prefer to invest in tactics that deliver bottom of funnel results, meaning verified sales. The IPN takes risk out of the equation because our clients know upfront what the cost per unit sold will be and do not bear the risk of lower than expected conversion. We only make money when CPG brands make money, and this alignment of incentives creates trust and encourages them to invest more on the IPN over time.

Audience scale capable of moving substantial sales volumes for clients. Built over a decade, the IPN represents the largest item-level network of CPG brands, publishers, and consumers in the digital

promotion space. Some of the largest retailers in the CPG industry are third-party publishers on the IPN, and we expect to add new publishers in the future. The Ibotta app is a widely used shopping app that together, with the IPN, has given approximately $1.8 billion in cash back to U.S. consumers. Overall, the network reaches over 200 million U.S. consumers. We believe this scale positions the IPN as a viable alternative to top-of-funnel media tactics such as TV and programmatic media.

Ability to access national promotions budgets, leveraging our large D2C business. Ibotta's sales team has over a decade of experience building relationships with thousands of CPG brands and sourcing offers for placement on our widely used app, and more recently for distribution across our broader network. Other digital promotions companies either do not have comparable D2C properties, or have properties that reach much smaller audiences. Without a meaningful D2C presence, competitors have difficulty securing cross-retailer, national offers. Instead, they are forced to rely heavily on the retailer's own merchant teams to source offer content on their behalf. This gives Ibotta an advantage in winning business with new retailer publishers because our competitors cannot match the same volume of incremental, national offers.

Strong partner network that includes leading retailers. Our integrations and partnerships with large retailers give our CPG brands access to over 200 million U.S. consumers. With some retailer publishers, such as Walmart, we are the exclusive provider of all manufacturer-funded offers. As CPG brands place promotions on the IPN, their products place pressure on those brands' competitors to engage with Ibotta to help them remain competitive. We believe this bandwagon effect has and will continue to help Ibotta grow revenue with clients.

Single source of truth for coordinated offer delivery. Before the introduction of the IPN, CPG brands had to stagger their digital promotions to prevent them from overlapping or being stacked with each other. The IPN made it possible for CPG brands to deliver digital promotions across retailers without the risk that their promotions could be redeemed in more than one publisher environment, for a single purchase. Because Ibotta operates both the largest digital promotions D2C app and the largest digital promotions network of third-party publishers, we believe we are well situated to prevent consumers from stacking offers that are published on retailer publishers, such as Walmart, with those same offers presented on Ibotta's app. We believe it would be difficult to replicate the "air traffic control" function that our network performs because Ibotta's large retailer publishers, and the Ibotta D2C app, would not be part of any other solution.

Powerful AI-driven technology that leverages a highly differentiated data set. We use cloud-based, serverless technology to ingest and process vast amounts of cross-retailer, item-level purchase data. In 2023 alone, Ibotta ingested and stored over 3 billion lines of purchase data. This consists of structured data we receive directly from POS integrations with 85 retailer partners, as of December 31, 2023, as well as data we extract from consumer-provided receipt photos using optical character recognition (OCR) technology. This valuable dataset powers our proprietary AI models and helps us get better and better at recommending the right offers to consumers and creating the right types of offers for our clients.

Privacy-compliant approach to digital marketing. The core of Ibotta's solution does not rely on third-party cookies for targeting and measurement. Instead, consumers voluntarily provide their purchase data in order to receive rewards and personalized offers. We believe this is a differentiated advantage relative to other digital advertising providers that target CPG advertisements based on past website and app usage patterns. As Google phases out third-party cookies in 2024 and assuming consumer opt-in rates for tracking on iOS remain low, we believe ad targeting and measurement capabilities in those environments will be further diminished, making our capabilities stand out more for CPG brands.

Ibotta's Value Proposition

Value for CPG brands

Grow market share efficiently through success-based marketing at-scale

CPG brands rely on Ibotta to help them change consumer purchase behaviors in a cost-efficient manner. Through the IPN, CPG brands can deliver offers to millions of consumers nationwide, reaching them during their purchase journey, either in-store or online. CPG brands only pay Ibotta when there is a sale directly attributable to their offers, which compares favorably to other advertising tactics such as TV or digital media, where CPG brands must pay for all impressions or clicks, regardless of whether they result in a sale. The IPN's advertising scale and efficiency generates a more attractive and predictable ROAS for advertisers compared to other marketing tactics. On average, the IPN has delivered a 7x ROAS.

Drive verified incremental sales

One of the primary objectives of CPG brands is driving incremental sales, which can be done by attracting new consumers, reengaging lapsed consumers, or encouraging additional purchases from existing consumers. Our data-driven technology allows us to deliver offers in a way that increases the chances of incremental purchases. Once campaigns are launched, our clients have access to measurement solutions that isolate the true incremental impact of a campaign by comparing sales among the primary audience that is exposed to a campaign to a randomly selected control group that has not been exposed. This methodology is superior because it does not simply analyze sales lift, which may be influenced by variables such as seasonal behavioral shifts. CPG brands can easily monitor the efficiency and effectiveness of their spend through a dashboard that presents key performance indicators such as number of offers redeemed, number of units sold, and total ROAS, while their campaign is live. Brands can then use those indicators to optimize or grow the size of their campaigns with the goal of generating even more incremental sales. For example, Poppi, our CPG client, launched a campaign to expand its brand. Over the course of the campaign, 61% of redeemers were new to Poppi. To illustrate, certain past CPG client campaigns on the IPN have seen 7x ROAS, over a 50% increase in their number of units sold to consumers who had access to the offer compared to consumers who did not have access to the offer, 42% new-to-brand conversions (meaning the percentage of consumers that purchased the CPG brand offered in the campaign that had not purchased any of the CPG brand offered in the campaign in the 365 days pre-campaign), and 70% shorter purchase cycles (meaning the average number of days between redemptions as compared to the 365 days pre-campaign).

Enable seamless, coordinated campaign execution and measurement

The IPN gives CPG brands a single offer management system to run a cross-retailer promotion across a broad network of publishers, without having to coordinate separate campaigns with each individual publisher. We provide our CPG brands with a platform called the Ibotta Partner Portal that enables them to set up and measure the performance of campaigns across our network in real-time. This makes the execution and measurement of campaigns simpler and more efficient for CPG brands, saving them time and increasing our client retention. Additionally, our central coordination of campaigns offers CPG brands additional benefits, such as anti-stacking, which allows offers to be delivered throughout the network in a manner that prevents them from being redeemed more than once for a single purchase.

Receive valuable data and insights

The IPN leverages our valuable collection of item-level purchase data. While we intentionally limit distribution of those data to protect consumer privacy, we frequently derive valuable insights from the aggregated data to help CPG brands to inform their marketing spend and promotional activities. As an example, through the Ibotta Partner Portal, we may share with a CPG brand aggregated data that illustrates loss of category share to private label competition, along with our recommendations for a specific promotional campaign to mitigate that lost share.

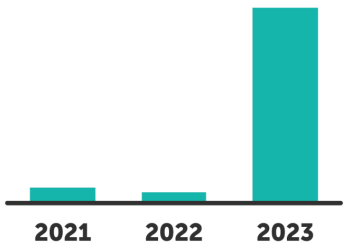

ibotta
CPG Brands
Our technology allows over 2,400 CPG brands to deliver targeted digital incentives to over 200 million consumers[1]. With our success-based marketing model, they only pay when the promotion results in a sale, driving returns and results.
[1] As of December 31, 2023.

CPG Brands

Chomps' growth with Ibotta

CHOMPS

Growth in total spend with Ibotta



12.4X
growth in total $ spend 2021-2023

8.5X
average ROAS 2021-2024[1]

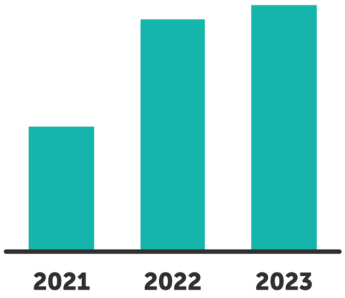
"We've seen an incredible return on investment with Ibotta, and with the growth of their network this last year, we found ourselves moving funds from less valuable tactics and putting it into Ibotta. We love how we can measure directly the impact that each dollar has on sales - and we're excited to expand our partnership with them moving forward."

Matt Landen
VP Strategy, Insights & Planning

Ferrero's growth with Ibotta

FERRERO

Growth in total spend with Ibotta



2X
growth in total $ spend 2021-2023

>5X
average ROAS 2021-2024[2]

"We have had incredible success on the Ibotta platform for such notable brands as Keebler, Nutella and Kinder Joy driving key metrics like new customer acquisition and increasing brandshare."

Michael Zackarias
SVP of Trade Marketing

[1] As of February 2, 2024. [2] As of February 22, 2024.

CPG Brands

J&J Snack Food's growth with Ibotta

6X
average ROAS 2021-2024[1]

$1.5M
average annual spend 2021-2023

"We partner with Ibotta because we can reach an incremental user base outside of our traditional tactics while targeting audiences to increase incrementality."

Joanne Mizner
VP of Marketing

Poppi's growth with Ibotta

25.1X
growth in total $ spend 2021-2023

During 2021-2023[2], average ROAS increased from
3.6X to 6X

"Ibotta's pay-per-sale model makes it easy to predict and track our return on ad spend – we only pay a fee when there is a sale of our product. In my prior life role as CMO of a previous brand, we saw a greater than >5X ROAS with Ibotta, which gave me the utmost confidence that we could achieve similar results at Poppi."

Andy Judd
Chief Marketing Officer

[1] As of February, 19, 2024. [2] Calculated based on campaigns that started in 2021 versus campaigns that started in 2023.

Value for Publishers

Drive more revenue and consumer engagement through differentiated rewards content

Incorporating Ibotta's offers helps publishers grow their revenue and consumer engagement. Ibotta sources digital offers from CPG brands' national marketing budgets in ways that a single retailer generally cannot. The presence of these offers attracts consumers, leads to larger shopping baskets, and generates more sales for retailers. As the IPN grows, Ibotta becomes even better positioned to secure national budgets from CPG brands. The more offers Ibotta adds to its inventory, the greater the value proposition becomes for publishers to incorporate Ibotta's offers into their loyalty programs.

Grow revenue from Retail Media Networks (RMNs)

Retail media networks, which monetize sponsored search and ad inventory on a retailer's digital properties, are an increasingly important revenue stream for retailers. The growth of RMNs in the United States could represent as much as $100 billion in ad spending by 2026. Ibotta helps support the growth of retail media revenue for its publishers by increasing the number of consumers who identify themselves at checkout, such as by presenting a loyalty card, entering their phone number, or scanning a QR code. If consumers pay in cash or use a credit card not connected to an online account with the retailer, retailers cannot track their item-level purchases over time or determine which ads to present to them. The presence of a robust digital offers program gives consumers a compelling reason to self-identify at checkout because otherwise they cannot receive their rewards. Retailers use the resulting data to power targeted ads and measure sales lift. A second way in which our offers support the growth of retail media revenues is by increasing the amount of time consumers spend on a retailer's digital properties, thereby creating more impressions to be sold by RMNs.

Build customer loyalty by enabling closed-loop rewards instead of discounts

Ibotta often recommends that its retailer publisher partners build closed-loop rewards programs in which consumers build positive currency in a digital wallet to be used on a future trip back at that retailer. The leaders, by market share, in mass retail (Walmart), grocery (Kroger), and small box discount retail (Dollar General), have all chosen to deploy rewards programs with Ibotta. Our contracts with CPG brands have been designed to be flexible, enabling us to accommodate a diverse range of offer types based on each publisher's preference. While Ibotta believes that there are strategic benefits to rewards, we may also work with publishers that choose to present our offers in the form of digital coupons, points, or other offer formats.

Reduce time and investment for building and maintaining a rewards infrastructure

Ibotta provides our publisher partners with a data-driven technology platform that supports their efforts to build and launch a customized rewards program. We provide everything from offer setup, offer ingestion, billing, budgeting, reporting/analytics, and fraud prevention – a set of all-in-one services that we collectively refer to as "rewards as a service." Our offering gives publishers the ability to operate a technologically advanced digital offers program without undue investment to build and maintain their own rewards infrastructure.

Receive valuable ongoing consultation regarding rewards best practices

Ibotta has more than a decade of experience operating a leading digital offer program with the Ibotta D2C. We use our expertise to help publishers optimize their own programs to acquire new redeemers, retain existing redeemers, and increase the number of redemptions per redeemer. Our consultative services often include Ibotta subject matter experts providing recommendations on user experience design, technical enhancements to program infrastructure, and lifecycle marketing best practices.

Value for Consumers

Receive savings on everyday items

We provide consumers with valuable offers that allow them to save money on their everyday purchases whether they use popular retailer loyalty programs or the Ibotta D2C properties. Consumers do not have to pay to gain access to these offers. We provided consumers with more than 6,400 offers on average per month as of December 31, 2023. Since inception, we have given approximately $1.8 billion in cash back to U.S. consumers.

Earn rewards easily through seamless, convenient, and intuitive digital interfaces

Across all the publishers in our network, we strive to make it as easy as possible for consumers to find relevant offers, redeem those offers, and manage their rewards balances. Compared to a world of cutting out paper coupons from the newspapers, carrying them around in a purse or wallet and presenting them at checkout, we reduce the number of steps required to save by placing digital offers at the consumer's fingertips. In the case of our third-party publishers, we provide ongoing advice designed to maximize ease of use. In the case of Ibotta's D2C properties, we use direct feedback from our consumers to prioritize changes that simplify the offer discovery and redemption process, end-to-end.

Growth Strategies

We intend to capitalize on our large market opportunity with the following key growth strategies.

Grow our audience. To deliver more redemptions in the future, we plan to reach more consumers with our digital offers. Ibotta will seek to continue to grow the audience that we reach through the IPN through increased penetration at existing publishers and by adding to the network of third-party publishers.

- **Grow redeemers on existing third-party publisher properties.** We believe there is significant opportunity to grow the audience at existing third-party publishers. Ibotta works closely with its publishers and serves as an advisor to enhance publisher programs from a technical and user experience perspective. Additionally, Ibotta provides publishers with advice on marketing best practices for digital offers programs, with a focus on reaching the maximum audience, building consumer engagement, and driving offer redemptions. Ibotta is uniquely positioned to provide this type of consultation to publishers, as it has spent more than a decade operating a widely used savings app in the CPG industry. For example, one large retailer publisher turned to Ibotta to help design the user experience for their new cash back program. They meet with us on a regular basis to incorporate new and improved techniques to improve the number of redemptions within their program. There has been significant growth in usage of Ibotta-powered rewards programs at current publishers, as measured by the number of redeemers and redemptions. Our goal is to continue this growth through our efforts and those of our partners.
- **Add new third-party publishers in grocery.** We are focused on expanding our audience by building new partnerships with retailers that sell CPG products. Given Ibotta's offer inventory advantage relative to competitors, we believe we provide a strong value proposition for retailers looking to work with a white-label provider of digital offers. We believe Ibotta's decade of experience operating a popular D2C app further strengthens our go to market message with potential new partners.
- **Expand into new categories of publishers.** In addition to expanding within the grocery channel, Ibotta may also seek to publish its content on the properties of delivery service providers, specialty retailers, and other, non-retailer publishers.
    - **Delivery service providers.** Companies that provide delivery services for grocery, mass retail, pharmacy, warehouse club, and dollar store retailers sell products that have a strong

overlap with Ibotta's offers. Without access to national offers, these service providers would have to execute separate digital offers for each individual retailer on their platform. Instead, Ibotta gives these companies a quick and easy way to incorporate a large number of national offers that work across different retailer environments. The benefits of doing so include boosting usage and repeat usage, offsetting the cost of delivery, and supporting the growth of their retail media businesses.

- **Non-retailer publishers.** Ibotta intends to also make offers available on non-retailer websites and apps where consumers could benefit from interacting with our promotional content. Examples could include banking rewards programs, recipe sites, social networks, news sites, and other rewards ecosystems. For these publishers, Ibotta can provide easy access to thousands of different CPG brands and has the ability to verify purchases across multiple retailers where the rewards can be redeemed. Adding promotional content to a non-retailer publisher's website or app creates an additional value proposition for consumers, driving additional time on property. Digital offers can also increase performance of media, increasing click through rates with a strong promotional call-to-action.

Add offers. We have observed a strong correlation between the offers we make available to consumers and the number of redemptions we generate. An expanded library of offers increases the odds that a consumer will find something he or she wants to buy, increasing redemptions per redeemer. At the same time, adding more attractive and more numerous offers grows the redeemer base because consumers who earn rewards are more likely to keep coming back to redeem offers in the future. Today, we capture less than one percent of the approximately $200 billion that CPG brands spent in 2022 marketing their products. In order to capture a larger portion of that market, we will seek to grow investment from our existing CPG brands, while also seeking to expand into new brands and categories.

- **Grow investment from current clients.** Within each client that invests in Ibotta today, we believe there is a significant opportunity to grow their budget invested to keep up with the growth of our audience. Additionally, many of our clients have multiple brands within their portfolio, and we only service a subset of those brands today. We estimate that we serve approximately 50% or less of the brands within some of our largest clients. While we have made great progress with these clients, we believe there is still a large runway within our existing clients. As marketers with one brand in the portfolio have success, they often recommend our service to their counterparts, which gives us the opportunity to expand the breadth of our partnership within a given CPG company. For example, in 2022, we worked with 11 brands at a major food manufacturer. Through proof of concept and illustration of the incremental value of our growing network, in 2023 we worked with 52 brands at that manufacturer.

- **Expand our client base.** While we already work with many of the CPG companies in the United States, there are still many CPG companies that do not yet use our services. Armed with the scale of the IPN and the exclusive access to place promotions on key retailers, we hope to bring those companies onto our list of clients. Additionally, we have significant untapped opportunities in general merchandise categories such as toys, clothing, beauty, electronics, pet, home goods, and sporting goods. These non-grocery verticals contain some of the largest advertisers in the United States and a large portion of the shelf space and revenue at mass retailers, and yet have historically had limited success-based marketing tactics available to them. We began focusing on this market in earnest in 2022, and now work with over 100 general merchandise CPG brands. Examples include brands such as The LEGO Group, Energizer, Samsung, and Conair. Participation from general merchandise CPG brands will likely make up a material portion of our revenue growth in future years.

Continue to enhance the IPN through innovation. We will continue to invest in technology to further develop and accelerate the growth of the IPN for CPG brands, publishers, and consumers. As the data generated by the IPN grows, we believe Ibotta will generate more valuable insights about purchase behavior and market trends and may be able to automatically optimize recommendations for consumers

as well as campaigns for clients based on real-time data from across the network. We intend to enable CPG brands to leverage our AI-powered tools to run success-based marketing programs that achieve their specific goals. CPG brands may also be able to create digital offer campaigns programmatically via other buying platforms. For publishers, Ibotta will look to make integrating into the IPN even easier, and expects to add technologies such as a digital wallet capability which will facilitate retailers' transitioning to closed-loop rewards systems. Ibotta will aim to continue to engage consumers on our D2C apps, website, and browser extension by integrating more deeply with our retailer publishers to make offer redemption as easy as possible. Wherever possible, consumers will be able to use their preferred payment instrument or loyalty program to redeem offers seamlessly on Ibotta D2C properties.

Our Products & Offerings

We provide a number of products and offerings to CPG brands, publishers, and consumers.

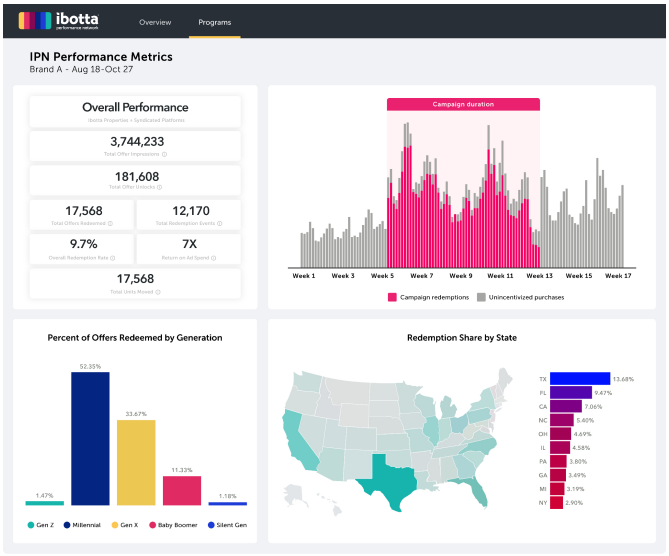
For CPG Brands

Our offerings for CPG brands are often coordinated and delivered via the Ibotta Partner Portal. The Ibotta Partner Portal is a single interface that centralizes our clients' experience with Ibotta, starting from setting up an offer to analyzing the performance of a campaign. Our clients typically purchase a combination of the following products to meet their marketing objectives.

Promotions

We allow CPG brands to deliver digital promotions as a way of incentivizing changes in consumer behavior and inspiring incremental sales. Depending on their goals, they can choose a set of eligible products, set offer values, introduce any targeting criteria, and determine an overall budget for their campaign. Through our deep experience with clients of various sizes that sell a wide range of consumer products, we have developed a number of curated, strategic "playbooks" that offer guidance to our clients on how best to achieve their specific marketing objectives.

Measurement is also core to our promotions offering. We provide campaign performance analysis throughout the campaign and post-campaign via the Ibotta Partner Portal, visualizing data on total unit movement, demographic and geographic data, and ROAS for both in-store and online purchases down to the SKU level, arming our clients with the information they need to measure the ongoing efficacy of their campaigns. Additionally, we often provide CPG brands with insights derived from our robust item-level purchase data in order to improve their understanding of the consumer landscape and their associated promotional activities. Although we have sometimes sold these data and insights on an ad hoc basis, we are increasingly offering data and insights alongside our primary fee-per-sale promotions offering.



* Illustrative Ibotta Partner Portal dashboard with mock data illustrating common metrics CPG brands are able to view within IPN reporting dashboards including impression counts, offer unlocks and offer redemptions.

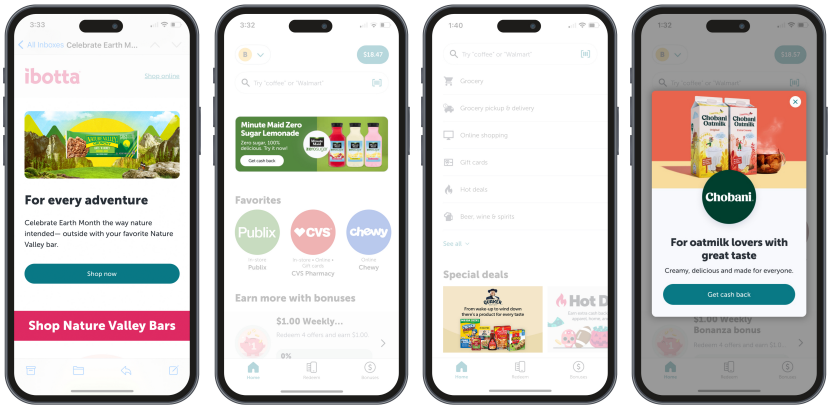
Our flexible approach allows us to work with a broad base of clients in different arrangements. Larger brands increasingly commit to full-year contracts with a committed level of spend. Brands can also choose to contract with us on a campaign-by-campaign basis. Such campaigns vary in length and may be based on seasonal promotions, such as Back To School, which could be 6-8 weeks long, or Thanksgiving which could last a week.

Our system records the number of offers redeemed in any given campaign and invoices our clients for the total value of those offers, along with our agreed upon fee-per-sale commission. For most campaigns, we typically invoice our clients on a monthly basis.

Ad and other products

Within the Ibotta D2C properties, we offer a variety of digital ad products to help our clients boost visibility for their brands and increase the reach of their promotions, which typically translates into increased offer redemptions. In almost all cases, we only allow CPG brands to buy ad products within our D2C properties if they are also simultaneously running one or more live promotions. Ad products include targeted digital ads such as banners on our D2C properties or email newsletters, offer reengagement

push notifications, and sponsored offers. We typically charge fixed dollar amounts for our ad products, based on the size of the audience that views each unit.

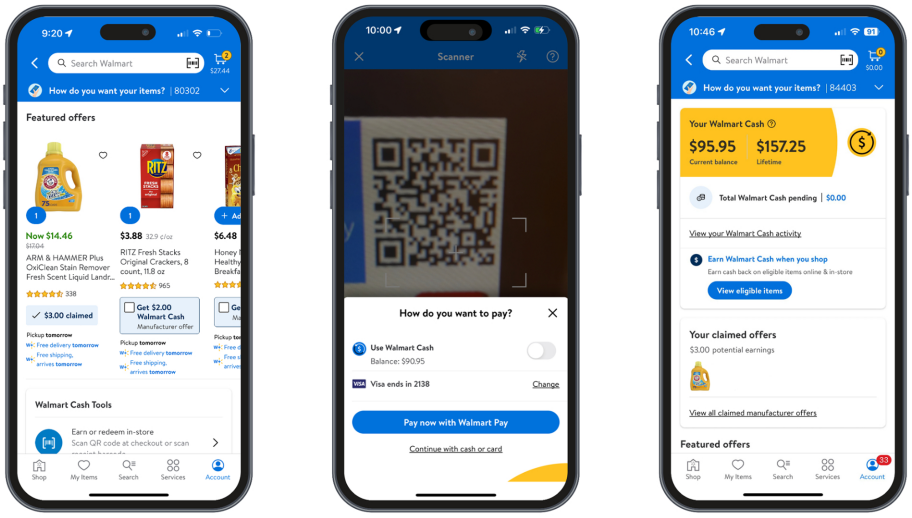


We also provide data and insights to our clients which helps them enrich existing datasets to improve attribution tools and inform future marketing strategy. We have differentiated access to first-party data, which includes cross-retailer and item-level data on full baskets purchased by millions of consumers, through our integrations with retailers, receipts submitted to us via our D2C properties, and our ability to run surveys across our diverse consumer audience to gather qualitative insights. We deliver data and insights to our clients in the form of a license based on an agreement that specifies the nature and scope of the types of insights shared. As our client base grows, we are increasingly offering data and insights with our other client offerings.

For Publishers

Publishers benefit from Ibotta's white-label technology, or the "rewards as a service" platform. Publishers can integrate with Ibotta's APIs and Ibotta handles all aspects of offer sourcing, purchase verification, offer matching, offer crediting, billing, and other logistics. Ibotta also provides expertise on operating a top-tier rewards program based on more than a decade of operating the Ibotta D2C. This can include valuable advice on program design and user experience (UX), recommended tactics for effective lifecycle marketing strategies to acquire and retain users of the digital offers program, and other helpful information and best practices. We believe retailers value Ibotta's expertise in designing and operating widely used digital offer programs.

Example: Walmart Cash



The Walmart example illustrates how Ibotta's offers are integrated into Walmart's in-store and eCommerce shopping experiences. Walmart consumers can select offers on the Walmart app or website, buy corresponding products in-store or online, earn Walmart Cash, and manage their earnings within their Walmart digital account.

For Consumers

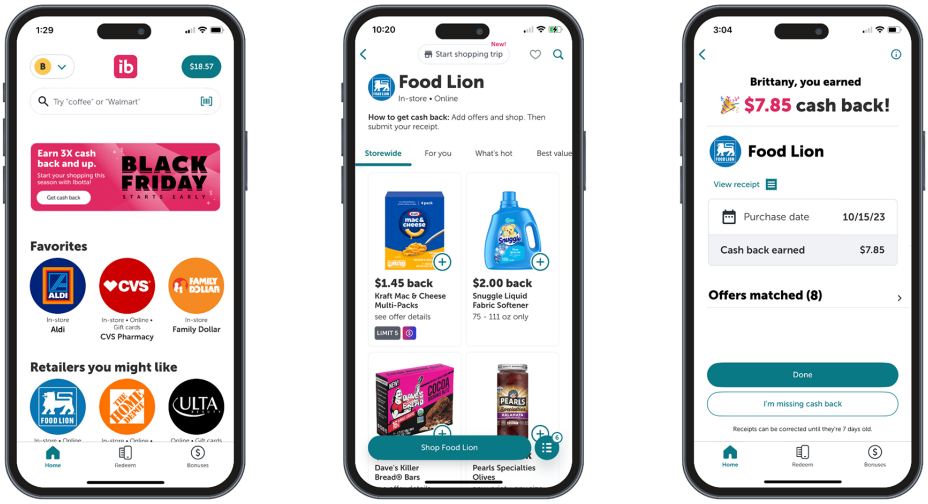
Consumers redeem our offers either through our third-party publisher properties or directly on our D2C properties. Our third-party publisher properties include white-label retailer loyalty programs powered by Ibotta, while our D2C properties include our Ibotta-branded mobile app, website, and browser extension. Cash out options on our third-party publishers vary, but consumers can usually apply cash back rewards to future trips, either in-store or online. In some cases, they can also choose to cash out to Paypal or claim their rewards as cash in-store. On our D2C properties, consumers may cash out their rewards in the form of gift cards, a transfer to their Paypal account, or a deposit to their bank account.

Third-Party publisher properties

Consumers can access offers powered by Ibotta on third-party publishers' digital properties. This creates a seamless experience for consumers through publishers, while allowing publishers to maintain a direct relationship with their consumer, keep their own brand front and center, and curate their own user experiences. There is no requirement for consumers to create an Ibotta account or download the Ibotta app; they can simply visit the publisher's website or mobile app, select offers, buy featured products, and earn rewards or discounts, depending on how the publishers' program is designed.

D2C mobile app

We operate a free mobile app that is available on iOS and Android. With our mobile app, consumers can create an Ibotta account, browse and select offers at their favorite retailers, and receive cash back when they buy the featured items either in-store or online. Once an offer is redeemed, consumers can see and manage their cash back balance within the app, and once they have reached a certain balance, they can cash out to a Paypal account, bank account, or digital gift cards from within the app. Since its debut in 2012, our mobile app has attracted over 50 million registered users and been rated over 2.3 million times across the App Store and Google Play Store, earning an average of 4.7 out of 5 stars.

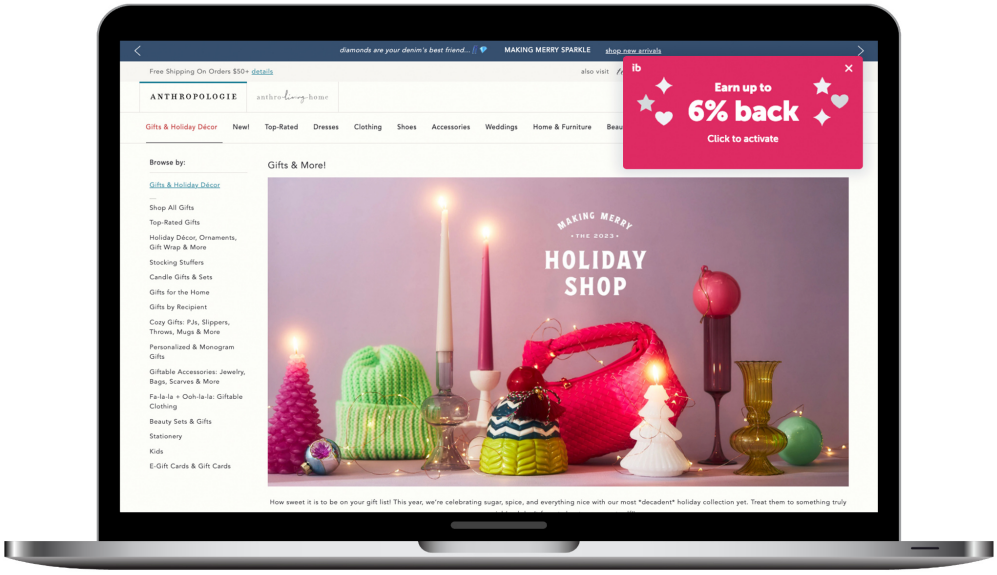


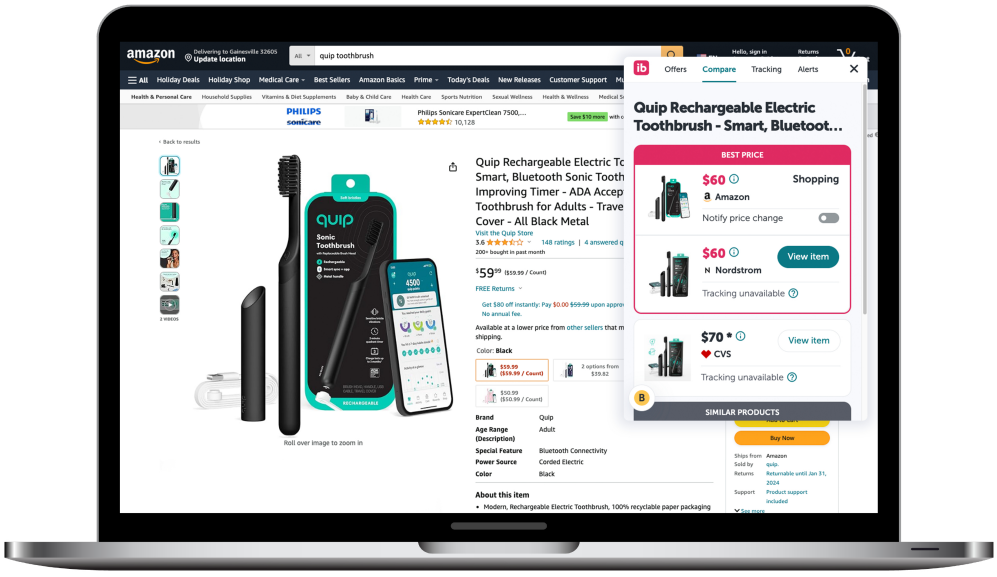
Choose retailer **Select offers** **Buy and earn cash back**

Browser extension and website

To create a positive consumer experience and make cash back offers broadly accessible for online shopping, we built a free desktop browser extension for Google Chrome that is supported by the Ibotta.com website. Our browser extension compares prices across and allows consumers to set price drop alerts, while providing access to cash back offers at over 2,000 online retailers. In addition,

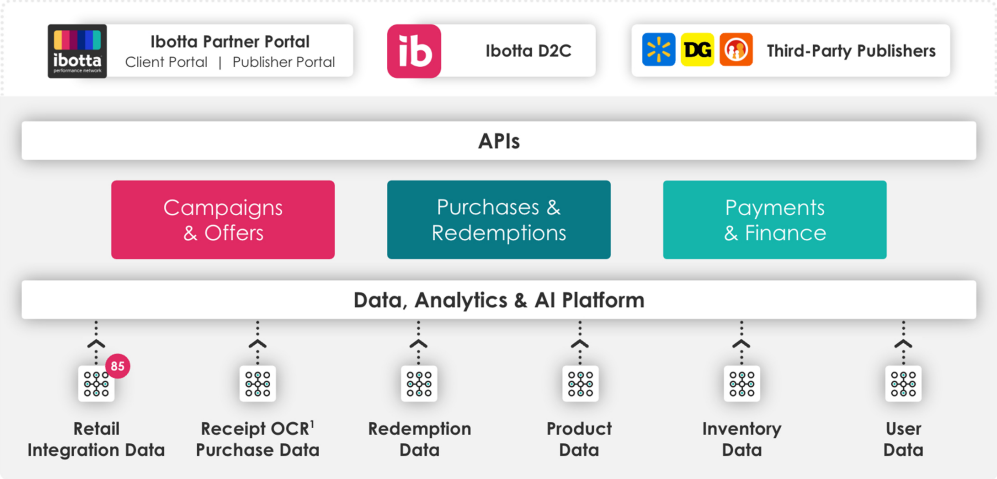
consumers can also use our website to set up or log into their accounts, redeem offers, and link their bank accounts and withdraw earnings.





Ibotta's AI-Driven Technology Platform

Ibotta's technology platform is a key driver of our value-add for clients. Our platform is underpinned by a rich, ever-growing repository of data drawn from our retailer POS integrations, consumer-provided receipt purchase data, offer selection and redemption data, and inventory data. We built a robust data and AI platform which powers and automates our campaigns and offers, purchases and redemptions, and payments and finance capabilities. We designed our platform to be flexible, with APIs that allow stakeholders of the IPN to seamlessly share and receive critical information securely. CPG brands and publishers can interact on a daily basis with our technology via carefully designed, easy-to-use portals.



As of December 31, 2023. [1] Optical character recognition.

Data ingestion. Our business model requires us to know whether a consumer has successfully redeemed an offer by purchasing one or more qualifying items, either in-store or online. Therefore, at the heart of Ibotta's technology is our data lake consisting of item-level purchase data. In 2023 alone, Ibotta ingested and stored over 3 billion lines of purchase data. We use cloud-based, serverless technology to ingest and process vast amounts of cross-retailer, item-level purchase data in near real-time. This data is ingested from several sources, including our POS integrations with 85 retailers, as of December 31, 2023, as well as from consumer-provided receipt purchase data. It includes the Universal Product Code (UPC), quantity, and price of the items for a transaction along with the total amount paid, date, time, and store location. The vast majority of our purchase data comes from direct integrations.

Data, analytics, and AI platform. Our cloud-based, data and AI platform is built on an open architecture that enables us to deliver millions of offers from CPG brands in a targeted, personalized way to consumers through our network of publishers. We leverage our unique cross-retailer, omnichannel, item-level purchase dataset to power proprietary AI models that can be used to predict future purchases, campaign performance, offer redemption velocity, and more. We use natural language processing, machine learning, and large language models to clean, categorize, and enhance the billions of lines of purchase data we process and then make it available via our data platform. It is then leveraged to adjudicate offer redemptions and power AI models and analytics across our entire technology stack including recommenders, search engines, audience targeting systems, campaign forecasting, targeted marketing efforts, and more. The more data we accumulate, the better our AI models become.

At the same time, our proprietary AI offer engine allows our CPG brands to better achieve their goals. For instance, we help them design campaign parameters in ways that support their specific objectives,

such as driving trial, encouraging brand switching, shortening purchase cycles, incentivizing stock up or repeat purchases, or promoting around key seasonal events.

We give CPG brands a single source of truth for the performance of their digital promotions nationwide, across multiple publisher environments. The Ibotta Partner Portal allows CPG brands to set up campaigns, monitor redemption and budget levels, and analyze overall campaign performance in light of their specific objectives – all enabled by our technology platform.

Campaigns and offers. Our ability to drive sales for our clients turns in large part on our advanced capabilities in campaigns and offers. We believe Ibotta attracts consumers by allowing them to maximize savings, which we are able to do through the volume, quality, and personalization of the offers we provide. Our campaigns and offers capabilities include campaign creation, offer syndication, personalization, search, audiences and targeting, and distribution configuration. These capabilities power our clients' ability to create, launch and execute successful campaigns in a highly automated manner with strategic recommendations powered by our AI engine and informed by our differentiated access to data. Our technology also enables clients to personalize offers and decide which audiences to target.

Purchases and redemptions. Our technology platform helps orchestrate purchases and redemptions through our sophisticated capabilities in tracking and data analysis. Our systems are able to track which offers have been selected by consumers in real-time, match offers to the specific qualifying products that have been purchased, and log redemptions accordingly. Our real-time campaign tracking allows clients to monitor the success of their campaigns - providing visibility into total unit movement, sales lift, demographic and geographic data, market share, brand switching behavior, and ROAS while the campaign is still ongoing, arming clients with the information they need to measure the efficacy of their campaigns and to optimize campaign performance and manage their budgets accordingly.

Our network acts as "air traffic control" by enabling offers to be matched, distributed, and redeemed across multiple large third-party publishers in a coordinated fashion, minimizing the risks that offer budgets are exceeded. Our technology also prevents consumers from selecting the same offer on more than one publisher, making a single purchase, and earning rewards more than once for that offer. These capabilities allow us to ensure that offers delivered throughout the IPN are delivered in a manner that is compliant with the objectives of the CPG brands publishing them, which we believe instills trust in relation to offer delivery.

Payments and finance. Critical to our success is our ability to deliver technology that manages the flow of funds to consumers, CPG brands, and publishers. Our systems are able to maintain rewards ledgers for each consumer within each publisher environment, track the accumulation of rewards through a digital wallet, orchestrate the flow of funds, and take care of all downstream billing and logistics. Our sophisticated anti-fraud systems work to prevent third parties from committing fraudulent activities such as improperly claiming referral discounts or submitting counterfeit receipts to improperly claim cash back rewards. With our capabilities reducing both the risks and the number of instances of fraud, we are positioned to win the trust of CPG brands and publishers, and more effectively serve our entire ecosystem.

Robust API integrations. We built our technology platform to be highly flexible and scalable with our API-first design, enabling CPG brands and retailers to easily integrate with us. We allow our customers and partners to leverage our APIs to integrate insights from our differentiated access to data into critical apps such as their customer relationship management software, marketing analytics tools, and more.

Our APIs allow our core technology stack to extend to our constituents and their respective platforms. We believe these plug and play capabilities offered by the IPN would be time consuming and expensive for publishers to recreate on their own, and are a key differentiator of Ibotta's publisher ecosystem.

Our Publisher Relationships

Our publisher strategy is key to growing the IPN. We believe adding more third-party publishers will increase the consumer reach of offers in the IPN, making the IPN more attractive to CPG brands, and in turn, increasing the quality and breadth of offers available to consumers.

We manage a growing network of third-party publishers that host our offers on a white-label basis. Retailers that sell groceries and daily essentials are our primary focus because of the overlap between our offers and their product catalog and because their stores, apps, and websites are visited frequently by consumers with active purchase intent. We have partnerships in place that will allow us to publish offers on more than 300 different retailers that are in the network. For most large retailer publishers, including Walmart and Dollar General, we publish offers through direct integrations with the retailer. For some retailers, primarily smaller retailers, we publish content through other third-party intermediaries that have existing technical integrations with multiple different retailers. This enables a one-to-many connection for Ibotta, which allows Ibotta to increase the number of publishers in the IPN more quickly and cost effectively.

We have had success adding retailer publishers in the grocery, mass, and dollar channels over the past three years. These verticals are top-heavy, with a large proportion of total sales occurring at the largest few retailers. Focusing on the top retailers allows Ibotta to potentially reach more consumers faster, and with fewer technical integrations.

Increasing and diversifying the number of publishers in the network is highly beneficial to our business model. Given the extensibility of our technology platform, adding retailer publishers allows us to increase revenue without adding significant additional costs to the business. Once a publisher is integrated, we are able to increase the number of offers available on that publisher with little to no incremental work or cost to Ibotta or the publisher, generating increasing revenue at a relatively fixed cost. We also work with the publisher to increase redemptions through program enhancements and regular marketing campaigns. There are switching costs for publishers that may deter existing publishers from replacing Ibotta as their partner for powering their digital offer program. To date, Ibotta has not had an instance where a publisher has stopped working with us, switched to a competitor, or diminished the size of their digital offers program.

We may enter into revenue-share agreements with certain publishers which provide those publishers with a portion of the fees earned on redemptions of Ibotta-sourced offers that occur on their properties. The revenue-share structure has been commonly used in the industry, in part because other solutions providers have been dependent on accessing retailer-exclusive marketing budgets that were pre-allocated to be spent at a particular retailer. Retailers would allow their digital coupon solutions provider to access those budgets, but would require that the provider share a portion of the economic value created.

Retailer Publisher Relationships

Our Relationship with Walmart

Ibotta and Walmart entered into a multi-year strategic relationship that makes Ibotta the exclusive provider of digital item-level rebate offer content for Walmart U.S., across all product categories, for online and offline shopping. Any CPG brand that wishes to promote their product on Walmart.com or the Walmart app using a digital item-level rebate must work with Ibotta to run an offer on the IPN. Walmart's "Manufacturer Offers" program incorporates Ibotta's manufacturer-funded offers and allows Walmart's customers to select manufacturer offers from the Walmart website or app, buy the featured items in-store or online, and instantly earn Walmart Cash which can be applied to future purchases in a Walmart store or on Walmart.com. In 2023, redemption revenue attributable to redemptions made through our strategic relationship with Walmart was less than 30% of our total redemption revenue.

Our agreement with Walmart was announced in June 2021. Prior to contracting with Ibotta, Walmart did not have a digital item-level rebates program. Walmart's Manufacturer Offers program was initially

launched under different branding in August 2022, to members of Walmart's paid membership program, Walmart+. In September 2023, Walmart made the program broadly available to all Walmart customers with a Walmart.com account. While there can be no assurance regarding the future performance of this program or our continued relationship with Walmart, it is our intent to work with Walmart to enhance the program over the coming years. As an additional component of our multi-year agreement with Walmart, we issued warrants to Walmart which vest according to a performance and time-based schedule.

In connection with our relationship with Walmart, we entered into a Warrant Agreement with Walmart (the Walmart Warrant) pursuant to which Walmart received the right to purchase up to 3,528,577 shares (the Walmart Warrant Shares) of our Class A common stock at an exercise price of $70.12 per share for an aggregate purchase price of approximately $247.4 million, provided that if our stock is priced in this offering at less than $70.12 per share, the exercise price will be decreased to a price that is 10% below the price specified for in this offering. Exercise of the right to purchase certain Walmart Warrant Shares is subject to certain conditions, including the achievement of certain milestones and operating goals and satisfaction of certain obligations of both parties, or (with respect to 1,411,430 of such shares) passage of time. As of December 31, 2023, 1,940,718 shares were exercisable pursuant to the terms of the Walmart Warrant. If we increase or decrease the shares of our fully diluted capital stock prior to the consummation of this offering, the number of Walmart Warrant Shares exercisable shall be increased or decreased, as applicable, by an amount equal to 12.4% of the total increase or decrease of our fully diluted capitalization. We estimate that the Walmart Warrant Shares will be adjusted to a new total of 4,162,957 shares, following the issuance of 1,294,799 shares of our Class A common stock upon the automatic conversion of the convertible notes, based upon an assumed initial public offering price of $80.00 per share, which is the midpoint of the price range set forth on the cover page of this prospectus, and after taking into account option and restricted stock unit grants made following the issuance of the Walmart Warrant. For further details regarding our relationship with Walmart, see the section titled "Certain Relationships and Related Party Transactions—Agreements with Walmart."

Our Partnership with Dollar General

Our partnership with Dollar General was announced in January 2023 and launched in July of 2023. The success of our partnership with Dollar General to date and the growth in the usage of the program allows us to believe that we will be able to enhance the program and grow its impact.

Our Partnership with Family Dollar

In May 2023, Ibotta and Family Dollar, a subsidiary of Dollar Tree, Inc., entered into a multi-year strategic partnership that makes Ibotta the exclusive provider of item-level, CPG-sponsored, digital offers for the Family Dollar banner, across all product categories. Any CPG brand that wishes to promote their product on the Family Dollar website or mobile application with an item-level offer must work with Ibotta to run an offer on the IPN.

Other Retailer Publishers

In certain instances, Ibotta provides content to publishers indirectly, via a third-party technology partner. That is the case with Kroger, Shell, and Exxon. Ibotta has recently entered into an agreement with AppCard, through which Ibotta will soon gain access to the digital audiences of more than 300 small or medium sized grocery retailers, as of April 8, 2024.

Sales and Marketing

While we believe our clear value proposition and the proven efficacy of our platform have together driven our organic expansion with CPG brands, we also employ various sales and marketing strategies to attract CPG brands, publishers, and consumers to the IPN.

CPG brand partnerships

We continue to scale by deepening our collaboration with our existing CPG brand partners and attracting new CPG brands to our network. We believe the success of our efforts is exemplified by our industry-leading retention rate, with 96% of our top 100 clients retained between 2022 and 2023. We serve over 850 clients, representing over 2,400 different CPG brands, within the grocery and general merchandising categories as of December 31, 2023.

We aim to shift clients' marketing budgets from other marketing channels, including other promotions vehicles, to Ibotta. Our sales motion varies to suit the needs of our clients. For smaller, more centralized CPG brands, we may interface directly with the client's Chief Marketing Officer. For larger clients, our team may target Chief Marketing Officers, senior marketing or growth executives (or members of their team), individual brand or category managers, promotions managers, or centralized centers of excellence within the CPG brand umbrella. For larger clients, we often land with one brand and then seek to expand to others within the portfolio by demonstrating success with our campaigns.

Our sales organization consists of over 125 full-time employees, distributed across our Client Partnerships and Account Management teams. Our Client Partnerships team is responsible for sales to new and existing clients. Our Account Management team is dedicated to building and growing relationships with our clients, which they do by executing the campaigns sold by the Client Partnerships team and communicating the performance of those campaigns to our clients to encourage them to expand and extend their investments with Ibotta.

Each sales team within our organization may cover anywhere from one to dozens of clients, depending on the size, investment and complexity of those clients. For our largest and most strategic accounts, we have dedicated teams of employees who partner with a single client to recommend custom campaigns to achieve that client's KPIs and to identify industry and category trends. The majority of our client accounts, however, are covered by client partners and account managers that also interact with other clients.

Our sales team is typically organized with a geographic focus based on where our clients are located in order to ensure that each team is able to interface with the brands they serve in person on a regular basis. We also have a team dedicated to the general merchandise category, as this category differs in its historical access to performance marketing tools and therefore currently requires a unique selling approach. We structure our sales team incentive plan to align with the objectives of Ibotta, our clients and our publisher partners, including revenue and redemptions driven, instead of on common compensation plan targets such as budgets secured or number of clips generated by associated offers.

Publisher relationships

We have dedicated teams focused on maintaining and growing existing relationships with third-party publishers and bringing new publishers onto our platform.

Our strategic partner management team consists of account managers and technical account managers who work with existing third-party publishers to grow the size of the audience on publisher platforms that interact with our offers and to increase the number of redemptions per consumer. This team works with cross-functional resources from Ibotta's marketing, sales, product design, and technical teams to provide best practices and consultative support to publishers on an ongoing basis.

Our business development team works to establish new partnerships across several target verticals, including grocery, mass, and pharmacy retailers, as well as delivery service providers, specialty retailers, and non-retailer publishers. The business development team's efforts are centered around acquiring top strategic publishers that have large audiences and can fuel the expansion of our network.

Marketing

Our most effective marketing tactic is the value that we have created for our redeemers, with approximately $1.8 billion in cash credited to their accounts. This has allowed us to build an efficient marketing engine with heavy organic growth while developing a broader set of marketing strategies to attract consumers to, and increase their engagement with, Ibotta's D2C properties.

We run marketing across a wide variety of channels, including digital marketing campaigns across search engines, app stores, social media platforms, influencers, affiliates, and programmatic advertising outlets. We also invest in more traditional media to further our reach, and run targeted television ads on linear and streaming outlets, radio, podcasts, out of home, and sponsorships. Finally, we participate in key seasonal marketing events, like our Free Thanksgiving promotions, which have fed more than 10 million Americans since their inception.

As we have scaled the IPN, our marketing efforts have become increasingly business-to-business (B2B) focused. We aim to create inbound interest from potential third-party publishers, and we have invested more heavily in our own marketing efforts for clients and publishers. Attracting more CPG brands and publisher partners will expand our network.

These B2B marketing efforts leverage our D2C marketing experience to ensure that our partners understand the unprecedented scale and performance marketing efficiency of the IPN. Our focus here is to continue to grow the Ibotta brand, and further embed ourselves across the industry. We market Ibotta at key events, like GroceryShop, and have marquee partnerships to increase the visibility of our brand, including with the New Orleans Pelicans, F1 Racing's Logan Sargeant, and our most recent jersey patch deal with our hometown team, and 2023 World Champions, Denver Nuggets.

Competition

The environment in which we operate is highly competitive. We compete for CPG brands, publishers, and consumers across our products and offerings.

For CPG brands. In sourcing offer budgets from CPG brands, we compete with legacy promotional tactics such as paper coupons, printable coupons, and FSIs, as well as load-to-card programs that publish digital coupons on the apps and websites of certain grocery retailers. In many cases, media agencies that invest in Ibotta choose to do so instead of investing in various display advertising alternatives. These include large social media and search-oriented platforms, programmatic media networks that sell ads on a cost per click (CPC) or cost per impression (CPM) basis, and more traditional offline advertising spend. We believe CPG brands can generate a high and quantifiable return on their online or offline ad spend with Ibotta due to our fee-per-sale model, large audience reach, single solution to share offers across multiple retailers, unparalleled omnichannel purchase-level data, our cookie-less privacy compliant marketing solution and our ability to limit stacking.

For publishers. We compete against rival digital coupon providers to convince retailers to leverage our technology and publish our offers on their digital properties. We believe that our access to national promotions budgets gives Ibotta differentiated access to the largest volume of digital promotions content. Our technology provides an easy integration and onboarding process. These advantages allow our retailer publishers to build higher consumer engagement, deliver more savings to their consumers, and create loyalty which helps them capture greater market share. Retailers could conceivably source offers for their own digital offers program, either in addition to or instead of working with a third-party partner. In that case, however, the retailer would likely be limited to retailer-exclusive offers and may not be able to tap into national promotions budgets within CPG brands. Further, Ibotta takes care of these functions so that retailers can focus their conversations with suppliers on negotiating the lowest possible price for goods and encouraging investments in higher margin products, such as retail media.

For consumers. Consumers can choose from among many other rewards programs that provide cash back, rewards, or discounts, including credit cards, individual retailer loyalty programs, and online

shopping sites that aggregate retailer offers. There are also other mobile apps that offer digital promotions on CPG brand items, some of which provide cash back while others provide points. We win with consumers based on factors such as user experience, convenience, and value, as well as the quality, differentiation, and personalization of our offers. We believe consumers can generate more savings through Ibotta due to the volume and breadth of offers we provide and the fact that we offer cash back rather than points.

Our primary competitors include, but are not limited to:

- Companies that distribute paper coupons, retailer circulars, and FSIs, as well as load-to-card digital coupons through grocery retail apps and websites in a white-label fashion
- Other mobile apps that offer points, cash back rewards, or discounts to consumers when they upload their physical receipts or send in their e-receipt data
- Traditional and digital advertisers
- Operators of other cash back rewards programs, including those that focus on sitewide cash back for online purchases

We differentiate ourselves by offering an at-scale solution that is purpose built for CPG companies, reaches a large number of consumers, provides exclusive access to some of the largest third-party publishers, hosts a large number of offers, allows for a higher degree of targeting and measurement, operates on a fee-per-sale basis, works for both in-store and online shopping, and delivers more sales and offer redemptions.

Our Culture and Employees

Ibotta's unique, founder-led work culture is defined by our Mission and company values, and we believe these are critical to our ongoing success.

Our Mission is to Make Every Purchase Rewarding, which means we seek to maximize the number of consumers who we benefit through the provision of rewards on their everyday purchases, regardless of whether they earn those rewards on our D2C properties or on one of our third-party publishers.

Our "IBOTTA" company values are:

- **I**ntegrity
- **B**oldness
- **O**wnership
- **T**eamwork
- **T**ransparency
- **A** Good Idea Can Come From Anywhere

As of December 31, 2023, Ibotta employed 815 full-time employees, all but one of which resides in the United States. The largest portion of our total full time workforce (376 employees) are technologists who report up through our Chief Technology Officer. We also engage with contractors, vendors, and consultants. As of December 31, 2023, we also had 84 part-time employees who focus on providing customer support for redeemers. Nearly half our full-time employees live near our headquarters in Denver, Colorado, and the remainder live and work remotely. Because we believe in the value of in-person collaboration where possible, as of October 2023, we began posting all new job offerings as hybrid positions, with a requirement of three days in the office and two days remote, for employees living near our Denver headquarters. We will continue to make remote hiring decisions as necessary, if a

position cannot be filled by qualified hybrid candidates. For our current employees who are remote, we spend a significant amount of time focused on ensuring effective collaboration between remote and in-person employees, making sure that all employees working remotely are fully engaged with the company and their respective teams, and giving remote employees opportunities to come to our Denver headquarters periodically.

All of our employees are currently based in the United States except for one located in Mexico. None of our employees are covered by collective bargaining agreements. We believe our employee relations are favorable and we have not experienced any work stoppages.

We are highly selective as an employer, and we have a strong track record of employee retention. The average tenure of our full-time employees is 2.8 years. Ibotta has a strong employee referral program, which is a leading source of new hires.

Ibotta has been recognized by Inc. as a Best Workplace (2017, 2023), by BuiltIn Colorado as a Top 100 Best Places to Work in Colorado (2021-23), and by the Denver Post as a Top Workplace (2017-19, 2021). Our Founder and CEO, Bryan Leach, has been recognized by Glassdoor.com as a Top 10 CEO in the United States for small and medium-sized businesses, as well as CEO of the Year by ColoradoBiz, and EY Entrepreneur of the Year for the Mountain West region.

We are strongly committed to maintaining a diverse, equitable, and inclusive workplace. This means we prioritize hiring and promoting people who not only have the skills required to perform their respective roles, but also bring diverse perspectives and experiences to their work at Ibotta. We invest in employee development to ensure all employees are prepared for career growth opportunities both at Ibotta and beyond their time with us. We regularly audit our hiring and promotions practices to ensure that we live up to our commitment as an equal opportunity employer with no pay disparities based on gender, sex, sexual orientation, race, national origin, age, or religion.

In addition to providing challenging and engaging work, we also provide robust benefits, including health insurance for employees and dependents, which include options that are fully funded by Ibotta, 401k match, fertility benefits, paid parental leave and generous time off to support both physical and mental well-being. We foster a tight-knit culture through company events, team building, concerts by our company band, the Ibotta Blowholes, and participation in our employee-led Culture Clubs, which provide opportunities for employees with similar interests, backgrounds and experiences to engage cross-functionally. Annually our employees can use dedicated volunteer hours to give back to their communities or via Ibotta Gives Day, our company-wide day of philanthropy. We are proud of the Ibotta culture and see its value reflected in our semi-annual employee engagement scores which reflect high engagement and a strong intent to remain with Ibotta.

Our board of directors and compensation committee oversee our human capital strategy, which is developed and managed under the leadership of our Chief People Officer, who reports to our Chief Executive Officer. Ibotta is committed to providing equitable compensation opportunities and rewarding employees who achieve results, live our Mission and values, and help others succeed.

Intellectual Property

Our intellectual property rights are valuable and important to our business. We rely on a combination of patents, copyrights, trademarks, trade secrets, know-how, contractual provisions, and confidentiality procedures to protect our intellectual property rights.

As of December 31, 2023, we held nine issued United States patents and had eight United States patent applications pending. Our issued patents are scheduled to expire as early as 2032. We continually review our development efforts to assess the existence and patentability of new intellectual property.

We have registered “Ibotta” and related marks as trademarks in the United States and other jurisdictions. We have also registered domain names for websites that we use in our business, such as www.ibotta.com and related variations.

In addition to the protection provided by our intellectual property rights, we enter into proprietary information and invention assignment agreements or similar agreements with our employees, consultants, and contractors. We further control the use of our proprietary technology and intellectual property rights through provisions in our agreements with partners.

We intend to pursue additional intellectual property protection to the extent we believe it would be beneficial and cost-effective. Despite our efforts to protect our intellectual property rights, they may not be respected in the future or may be invalidated, circumvented or challenged. For additional information, see the sections titled “Risk Factors—Risks Related to our Intellectual Property—We may not be able to adequately protect our intellectual property rights or may be accused of infringing intellectual property rights of third parties.”

Our Facilities

We are headquartered in Denver, Colorado, where we lease 76,066 square feet pursuant to a lease that expires in October 2025. We do not own any real property. We believe that our facilities are adequate to meet our current needs, but different or additional facilities may be necessary to accommodate the expansion of our business in the future.

Legal Proceedings

From time to time, we are involved in various legal proceedings arising from activities in the normal course of business. We are not presently a party to any litigation the outcome of which, we believe, if determined adversely to us, would individually or taken together have a material adverse effect on our business, financial condition, results of operations, and prospects. Defending any legal proceedings is costly and can impose a significant burden on management and employees. The results of any current or future litigation cannot be predicted with certainty, and regardless of the outcome, litigation can have an adverse impact on us because of defense and settlement costs, diversion of management resources, and other factors.

Privacy and Security

Ibotta is subject to U.S. federal and state laws and regulations regarding privacy, data protection and information security, including laws and regulations regarding the storage, protection, sharing, use, transfer, disclosure, and other processing of personal data, as well as related subjects such as marketing and consumer protection. For example, the California Consumer Privacy Act of 2018 (the CCPA) went into effect on January 1, 2020. The CCPA requires covered companies (including Ibotta) to, among other things, provide certain disclosures to California consumers, and afford such consumers abilities to opt-out of the sale of, review, and delete personal information that is collected by businesses. Similar legislation has been proposed or adopted in numerous other states. In November 2020, California voters passed the California Privacy Rights Act of 2020 (the CPRA). The CPRA, which amended the CCPA and took effect on January 1, 2023, among other things, expanded the CCPA with additional privacy compliance obligations for businesses, provided additional rights to California consumers, and established a regulatory agency dedicated to enforcing those requirements. Because they were recently enacted with new regulations that are only partially complete and have been subject to legal challenge and are evolving quickly, aspects of the CCPA, CPRA, and other state laws and regulations, such as the Colorado Privacy Act, as well as their enforcement, remain unclear. The effects of the CCPA, CPRA, and other state or federal laws relating to privacy, data protection and information security are significant and may require us to modify our business practices in an effort to achieve compliance.

We have implemented a variety of technical and organizational security and other measures designed to protect our data and other data that we maintain, including data pertaining to our redeemers,

employees, and business partners. Despite implementation of these measures, we may be unable to anticipate or prevent unauthorized access to, or unavailability, acquisition, corruption, loss, disclosure, or other processing of such data. The CCPA and similar laws impose significant statutory damages as well as a private right of action for certain data breaches that implicate consumers' personal information. This private right of action is expected to increase the likelihood of, and risks associated with, data breach litigation.

Actual or perceived non-compliance with applicable laws and regulations relating to privacy, data protection, and cybersecurity could result in litigation, claims, proceedings, actions or investigations by governmental entities, authorities or regulators, and significant financial penalties and related legal liabilities. There can be no assurance that we will not be subject to private claims or litigation or regulatory investigations or other action, or be subject to penalties, liabilities, or other obligations, including financial penalties, in the event of a security breach or incident or any actual or alleged failure to comply with laws, regulations, industry standards, contractual obligations or other actual or asserted obligations relating to privacy, data protection, or cybersecurity. We also could be adversely affected if new legislation or regulations are passed or existing laws or regulations are expanded and interpreted in manners that are inconsistent with our policies or practices or require changes in our business practices. Any of these circumstances could adversely affect our business, financial condition, results of operations, and prospects.

For additional information, please see the sections titled "Risk Factors—Risks Related to Government Regulation, Tax or Accounting Standards."

MANAGEMENT

Executive Officers and Directors

The following table sets forth, as of March 21, 2024, the names, ages, and positions of our executive officers and directors that the Company expects to be on the board of directors at the time of this offering:

Name	Age	Position
Executive Officers:		
Bryan Leach	46	Founder, Chief Executive Officer, President, and Chairman of our Board of Directors
Sunit Patel	62	Chief Financial Officer
Luke Swanson	43	Chief Technology Officer
Marisa Daspit	46	Chief People Officer
Richard Donahue	43	Chief Marketing Officer
David T. Shapiro	54	Chief Legal Officer
Amir El Tabib	38	Chief Business Development Officer
Chris Jensen	44	Chief Revenue Officer
Non-Employee Directors:		
Stephen Bailey[(2)(3)]	44	Director
Amanda Baldwin[(2)]	45	Director
Amit N. Doshi[(1)(3)]	46	Director
Thomas Lehrman[(1)]	51	Director
Valarie Sheppard[(1)(2)]	60	Director
Larry W. Sonsini[(3)]	83	Director

(1) Member of the audit committee
(2) Member of the compensation committee
(3) Member of the nominating and corporate governance committee

Executive Officers

Bryan Leach, Founder, Chief Executive Officer, President, and Chairman of our Board of Directors. Mr. Leach founded Ibotta in 2011, when he realized the need for a more innovative approach to connecting CPG brands, retailers, and consumers through technology. Today, the Company runs a leading digital promotions network in the CPG industry, called the Ibotta Performance Network (IPN). Ibotta also operates a popular direct-to-consumer cash back app, which has garnered over 50 million registered users. Since inception, the Company has credited approximately $1.8 billion in cash back, which has helped consumers pay for life's necessities, including food, shelter, healthcare, and education. Mr. Leach is a frequent commentator on loyalty and rewards and digital marketing. He has been recognized as a Top 10 CEO in the United States (for small/medium size businesses) by Glassdoor.com, CEO of the Year by ColoradoBiz magazine, and EY Entrepreneur of the Year for the Rocky Mountain Region. We believe that, as the founder of the Company, Mr. Leach's knowledge of the Company, experience building and leading the Company, and perspective as the Company's Chief Executive Officer and President qualify him to serve on our board of directors.

Prior to Ibotta, Mr. Leach was a partner at Bartlit Beck LLP, a leading law firm, and served as a law clerk for Justice David Souter at the U.S. Supreme Court and José Cabranes at the U.S. Court of Appeals for the Second Circuit. Mr. Leach holds an A.B. degree in Social Studies from Harvard College, a Masters of Philosophy degree in Economic and Social History from Oxford University (Marshall Scholar) and a J.D. from Yale Law School. He has climbed to the summit of Colorado's 58 tallest mountains, each over 14,000 feet in elevation.

Sunit Patel, Chief Financial Officer. Mr. Patel has served as our Chief Financial Officer since February 2021. Prior to Ibotta, Mr. Patel was Executive Vice President, Merger and Integration at T-Mobile, a telecommunications company, from October 2018 to April 2020. Mr. Patel previously worked at Level 3 Communications Inc., a telecommunications company (which was acquired by CenturyLink, Inc., a telecommunications company) from March 2003 until October 2017 as Chief Financial Officer, and as Chief Financial Officer of CenturyLink, Inc. from October 2017 to October 2018. Since January 2024, Mr. Patel has served on the board of directors of Crown Castle Inc., a real estate investment trust and provider of shared communications infrastructure. Mr. Patel holds a Bachelor's degree in Chemical Engineering and Economics from Rice University and is a Chartered Financial Analyst.

Luke Swanson, Chief Technology Officer. Mr. Swanson has served as our Chief Technology Officer since January 2013 and is a member of our founding team. He was previously our Vice President of Engineering from April 2012 to January 2013. Previously, Mr. Swanson was Vice President of Engineering at Photobucket Corp., an image and video hosting website from December 2009 to April 2012. Mr. Swanson holds a Bachelor's degree in Computer Science from the University of Colorado at Boulder.

Marisa Daspit, Chief People Officer. Ms. Daspit has served as our Chief People Officer since December 2021. Previously, she served as our Senior Vice President of People from July 2020 to December 2021, our Head of People from July 2019 to July 2020, and our Director of Talent Management from December 2018 to July 2019. Ms. Daspit served as a Founding Member of CPOHQ, a platform for Chief People Officers to learn from each other from June 2020 to December 2021. Prior to joining the Company, Ms. Daspit served as Director Organizational Effectiveness at Welltok, Inc., a healthcare consumer activation platform from September 2017 to December 2018. Ms. Daspit holds a Master of Arts, Instructional Learning Technologies from the University of Colorado Denver.

Richard Donahue, Chief Marketing Officer. Mr. Donahue has served as our Chief Marketing Officer since January 2021. Previously, he served as our Senior Vice President of Marketing from December 2015 to January 2021, our Vice President of Marketing from August 2014 to December 2015, our Director of Marketing from April 2014 to August 2014, and our Director of Sales from May 2013 to March 2014. Prior to joining Ibotta, Mr. Donahue worked in brand marketing at Kraft Heinz Co. from August 2010 to May 2013. Mr. Donahue holds a Master of Business Administration Degree from the University of Texas at Austin and a Bachelor's degree in Political Science from the University of California at Los Angeles.

David T. Shapiro, Chief Legal Officer. Mr. Shapiro has served as our Chief Legal Officer since March 2024. Prior to joining Ibotta, Mr. Shapiro served as Executive Vice President and General Counsel of Vail Resorts, Inc., a mountain resort company, from July 2015 to February 2024. Mr. Shapiro previously served as General Counsel and Senior Vice President for DaVita Inc., a provider of dialysis services and integrated health care management services, as Chief Special Counsel from 2012 to 2013, and as Senior Vice President and Chief Compliance Officer from 2008 to 2012. From 2003 to 2007, he served as a trial attorney for the U.S. Department of Justice's Civil Frauds Section in Washington, D.C. and, prior to that, in private practice at law firms in Connecticut, Philadelphia, and Washington, D.C. Mr. Shapiro currently serves as a member of the board of trustees for Colorado Academy, and is Chair of the Risk Committee. He has previously served on other private and non-profit boards, including the Children's Hospital Colorado, the Denver Public School Foundation, and the Denver Metro Chamber of Commerce. Mr. Shapiro holds a Bachelor's degree in Economics from Trinity College and a J.D. from the University of Connecticut School of Law.

Amir El Tabib, Chief Business Development Officer. Mr. El Tabib has served as our Chief Business Development Officer since December 2022. Previously, he served as our Senior Vice President of Business Development from December 2020 to December 2022, our Vice President of Business Development from January 2020 until December 2020, our Senior Director, Retail Partnerships from July 2017 to January 2020, our Director, Retail Partnerships from January 2017 to July 2017, and our Account Executive, Retail Partnerships from February 2016 until December 2016. Mr. El Tabib holds Bachelor's

degrees in Political Science and Business Administration from the University of Colorado Boulder and a Master of Business Administration from the University of Chicago Booth School of Business.

Chris Jensen, Chief Revenue Officer. Mr. Jensen has served as our Chief Revenue Officer since December 2022. Previously, he served as our Executive Vice President of Revenue from August 2021 to December 2022, our Senior Vice President of Partnerships + Business Development from July 2018 to August 2021, and our Vice President of Partnerships from October 2016 to July 2018. Mr. Jensen was also the Founder and CEO of Givella, LLC, a mobile fundraising and marketing platform from 2014 until 2019, and a Global Marketer at Whole Foods Market, Inc. from 2008 to 2015. Mr. Jensen holds a Bachelors degree in Sociology from University of Colorado Boulder and a Master of Business Administration in Marketing and Management from The McCombs School of Business at The University of Texas at Austin.

Non-Employee Directors

Stephen Bailey, Director. Mr. Bailey joined our board of directors in February 2024. Mr. Bailey has served as Founder and Chief Executive Officer of ExecOnline, Inc., a leading provider of B2B leadership development solutions, since 2011. Prior to that he served as Chief Executive Officer and Chief Product Officer of Frontier Strategy Group, LLC, a software and information services business, from January 2006 to May 2011. Before joining Frontier Strategy Group, Mr. Bailey was an associate in the venture capital and private equity group of WilmerHale. Since June 2020, Mr. Bailey has served on the board of directors of Match Group, Inc., a digital technology company designed to help people make connections. Mr. Bailey earned a J.D. from Yale Law School and a B.A. from Emory University. We believe that Mr. Bailey is qualified to serve on our board of directors because of his extensive management experience and experience with technology companies.

Amanda Baldwin, Director. Ms. Baldwin joined our board of directors in August 2021. Since December 2023, Ms. Baldwin has served as the Chief Executive Officer of Olaplex Holdings, Inc., a science-enabled haircare company. Prior to joining Olaplex, Ms. Baldwin served as Chief Executive Officer of Supergoop LLC from August 2016 to November 2023. Prior to joining Supergoop LLC, she served as a Senior Vice President at L Catterton, a global consumer-focused investment fund, collaborating with management teams across the portfolio with a particular focus on the beauty sector. She previously led the omnichannel marketing strategy of Dior Beauty North America at Louis Vuitton Moet Hennessy (LVMH) and held several positions at Clinique, a part of The Estée Lauder Companies. Ms. Baldwin currently serves on the board of directors of Olaplex and KIPP NYC, a charter school network. Ms. Baldwin holds a M.B.A. from the University of Pennsylvania Wharton School and a A.B. from Harvard University. We believe that Ms. Baldwin is qualified to serve on our board of directors because of her marketing and management expertise.

Amit N. Doshi, Director. Mr. Doshi joined our board of directors in December 2011. Since 2012, Mr. Doshi has been the Managing Partner and Portfolio Manager at Harbor Spring Capital, LLC, an investment firm which he founded. From 2008 to 2012, he was a Managing Director at Tiger Global Management, LLC, an investment firm. From 2002 to 2004, he was an Associate at Madison Dearborn Partners, an investment firm. From 2000 to 2002, he was an Analyst at Goldman Sachs, an investment banking firm. Mr. Doshi holds a Bachelor’s degree in Economics, a Master of Business Administration and a J.D. from Harvard University. We believe Mr. Doshi’s background in investments and finance qualifies him to serve on our board of directors.

Thomas D. Lehrman, Director. Mr. Lehrman joined our board of directors in March 2015. Mr. Lehrman has been the Managing Partner of Teamworthy Ventures, a venture investment firm, since January 2015. Mr. Lehrman also has served as co-founder and director of Gerson Lehrman Group, a research and information services company, since June 1998, and served as its Co-CEO from June 1998 to August 2001. Mr. Lehrman has also worked as an Office Director in the International Security and Nonproliferation Bureau at the U.S. State Department from 2006 to 2007 and started his investing career as a financial analyst at Tiger Management from 1995 to 1997. He holds a B.A. in History from Duke

University and a J.D. from Yale Law School. We believe Mr. Lehrman's management experience and experience in investing and finance qualify him to serve on our board of directors.

Valarie Sheppard, Lead Independent Director. Ms. Sheppard joined our board of directors in August 2021. Ms. Sheppard worked at Procter & Gamble (P&G) as Treasurer, Controller & Executive Vice President Company Transition Leader from April 2019 until she retired from P&G in March 2021. Previously, she served as P&G's Senior Vice President, Treasurer, Comptroller from October 2013 to April 2019, and in various other roles since July 1986. Ms. Sheppard led P&G's global Finance, Accounting and Treasury team, responsible for the external financial reporting, financial planning, global business development and treasury operations for company businesses and operations in over 70 countries, with annual sales of more than $65 billion. She also led the global implementation of P&G's new organization design, P&G's most significant restructuring initiative in 25 years. Ms. Sheppard served as a board member of the Federal Reserve Bank of Cleveland, from January 2018 to December 2021 and Innovative International Acquisition Corp. from October 2021 to July 2023. Ms. Sheppard also was a board member of Sovos Brands, Inc. from September 2021 to March 2024. She is currently a board member of KDC-One, a package design and manufacturing solutions provider, since April 2021. From 2015 to 2020, Ms. Sheppard was a board member of Anixter International, Inc., a distributor of network and security solutions. Ms. Sheppard holds a Bachelor's degree in Accounting and a Master's degree in Industrial Administration from Purdue University. We believe Ms. Sheppard's extensive finance and management experience qualifies her to serve on our board of directors.

Larry W. Sonsini, Director. Mr. Sonsini joined our board of directors in October 2014. Mr. Sonsini is a Senior and Founding Partner of Wilson Sonsini Goodrich & Rosati, P.C. where he has practiced since 1966 and has served as CEO and Chairman for more than 35 years. Mr. Sonsini received an A.B. degree in Political Science and a J.D. from the University of California at Berkeley. We believe Mr. Sonsini's extensive legal experience advising public companies and, in particular, other technology companies, and as a former member of the NYSE board of directors and experience serving on public company boards qualify him to serve on our board of directors.

Family Relationships

There are no family relationships among any of our executive officers or directors.

Board Composition

Our board of directors will consist of seven members. After the completion of this offering, the number of directors will be fixed by our board of directors, subject to the terms of our amended and restated certificate of incorporation and amended and restated bylaws. Each of our current directors will continue to serve as a director until the election and qualification of his or her successor, or until his or her earlier death, resignation or removal.

Our amended and restated certificate of incorporation will provide that, from and after the time of the closing of the initial sale of shares of Class A common stock in this initial public offering, our board of directors will be divided into three classes with staggered three-year terms. Only one class of directors will be elected at each annual meeting of stockholders, with the other classes continuing for the remainder of their respective three-year terms. Our current directors will be divided among the three classes as follows:

- the Class I directors will be Amanda Baldwin and Thomas Lehrman, and their terms will expire at the annual meeting of stockholders to be held in 2025;
- the Class II directors will be Amit Doshi and Larry Sonsini, and their terms will expire at the annual meeting of stockholders to be held in 2026; and
- the Class III directors will be Stephen Bailey, Bryan Leach and Valarie Sheppard, and their terms will expire at the annual meeting of stockholders to be held in 2027.

At each annual meeting of stockholders, upon the expiration of the term of a class of directors, the successor to each such director in the class will be elected to serve from the time of election and qualification until the third annual meeting following his or her election and until his or her successor is duly elected and qualified, in accordance with our amended and restated certificate of incorporation. Any additional directorships resulting from an increase in the number of directors will be distributed among the three classes so that, as nearly as possible, each class will consist of one-third of our directors.

This classification of our board of directors may have the effect of delaying or preventing changes in control of our Company.

Director Independence

Our board of directors has undertaken a review of the independence of each director. Based on information provided by each director concerning their background, employment and affiliations, our board of directors has determined that Amanda Baldwin, Stephen Bailey, Amit Doshi, Thomas Lehrman, Valarie Sheppard, and Larry Sonsini do not have a relationship that would interfere with the exercise of independent judgment in carrying out the responsibilities of a director and that each of these directors is "independent" as that term is defined under the listing standards of the New York Stock Exchange. In making these determinations, our board of directors considered the current and prior relationships that each non-employee director has with our Company and all other facts and circumstances our board of directors deemed relevant in determining their independence, including the beneficial ownership of our capital stock by each non-employee director, and the transactions involving them described in the section titled "Certain Relationships and Related Party Transactions."

Role of the Board in Risk Oversight

Our board of directors has an active role, as a whole and also at the committee level, in overseeing the management of our risks. Our board of directors is responsible for general oversight of risks and regular review of information regarding our risks, including strategic risks, legal and compliance risks, credit risks, liquidity risks, and operational risks. Consistent with this approach, our board of directors regularly reviews our strategic and operational risks in the context of discussions with management, question and answer sessions, and reports from the management team at each regular board meeting. Our board of directors also receives regular reports on all significant committee activities at each regular board meeting and evaluates the risks inherent in significant transactions.

In addition, our board of directors has tasked designated standing committees with oversight of certain categories of risk management. The compensation committee is responsible for overseeing the management of risks relating to our executive compensation philosophy and practices applicable to all employees to determine whether they encourage excessive risk-taking and evaluates policies and practices that could mitigate such risks. The nominating and corporate governance committee will be responsible for overseeing the management of risks associated with the independence of our board of directors and potential conflicts of interest. The audit committee is responsible for overseeing the management of risks relating to accounting matters, internal controls over financial reporting and disclosure controls and procedures, and legal and regulatory requirements. Our audit committee also, among other things, discusses with management, the internal auditors, and the independent auditor guidelines and policies with respect to risk assessment and risk management, as well as potential conflicts of interest. The audit committee further oversees our initiatives related to cybersecurity, including our Information Security Program. Our Information Security Program includes our initiatives designed to assess, identify, and manage cybersecurity risks (including risks related to our third-party vendors) and also includes periodic risk assessments, third-party penetration tests, and third-party audits. Our Information Security Program is established by our Information Security Committee, which is composed of members of senior management, and overseen by our Head of Information Security. The efforts of our Information Security Committee and Head of Information Security together inform management's updates to the audit committee concerning cybersecurity risks and risk management.

Our board of directors believes its current leadership structure supports the risk oversight function of the board. As Chair, Mr. Leach has primary responsibility for setting the agenda for meetings of the board of directors and his combined role as CEO and Chair gives him unique insight into the risk profile of the company, including emerging risks.

Board Committees

Our board of directors has an audit committee, a compensation committee, and a nominating and corporate governance committee, each of which has the composition and the responsibilities described below.

Audit Committee

The members of our audit committee are Valarie Sheppard, Amit Doshi and Thomas Lehrman. Valarie Sheppard is the chair of our audit committee. Our board of directors has determined that each member of our audit committee is a financial expert, as that term is defined under the SEC rules implementing SOX Section 407, and possesses financial sophistication, as defined under the rules of the New York Stock Exchange. Our audit committee oversees our corporate accounting and financial reporting process and assists our board of directors in monitoring our financial systems. Our audit committee will also:

- select and hire the independent registered public accounting firm to audit our financial statements;
- help to ensure the independence and performance of the independent registered public accounting firm;
- approve audit and non-audit services and fees;
- review financial statements and discuss with management and the independent registered public accounting firm our annual audited and quarterly financial statements, the results of the independent audit and the quarterly reviews and the reports and certifications regarding internal controls over financial reporting and disclosure controls;
- prepare the audit committee report that the SEC requires to be included in our annual proxy statement;
- review reports and communications from the independent registered public accounting firm;
- review the adequacy and effectiveness of our internal controls and disclosure controls and procedure;
- review our policies on risk assessment and risk management;
- review and discuss with management our cybersecurity and other information technology risks, controls and procedures and our plans to mitigate cybersecurity risks and to respond to data breaches;
- review related party transactions; and
- establish and oversee procedures for the receipt, retention, and treatment of accounting related complaints and the confidential submission by our employees of concerns regarding questionable accounting or auditing matters.

Our audit committee will operate under an updated written charter, to be effective prior to the completion of this offering, which will satisfy the applicable rules of the SEC and the listing standards of the New York Stock Exchange.

Compensation Committee

The members of our compensation committee are Amanda Baldwin, Stephen Bailey and Valarie Sheppard. Amanda Baldwin is the chair of our compensation committee. Our compensation committee oversees our compensation policies, plans, and benefits programs. The compensation committee will also:

- oversee our overall compensation philosophy and compensation policies, plans, and benefit programs;
- review and approve or recommend to the board of directors for approval compensation for our executive officers and directors;
- prepare the compensation committee report that the SEC will require to be included in our annual proxy statement;
- administer our equity compensation plans; and
- oversee our talent and human capital management, including effectiveness of initiatives to attract and retain employees and our performance and talent management practices and programs.

Our compensation committee will operate under an updated written charter, to be effective prior to the completion of this offering, which will satisfy the applicable rules of the SEC and the listing standards of the New York Stock Exchange.

Nominating and Corporate Governance Committee

The members of our nominating and corporate governance committee are Amit Doshi, Stephen Bailey and Larry Sonsini. Amit Doshi is the chair of our nominating and corporate governance committee. Our nominating and corporate governance committee oversees and assists our board of directors in reviewing and recommending nominees for election as directors. Specifically, the nominating and corporate governance committee will:

- identify, evaluate, and make recommendations to our board of directors regarding nominees for election to our board of directors and its committees;
- consider and make recommendations to our board of directors regarding the composition of our board of directors and its committees;
- review succession planning for executive officers;
- review developments in corporate governance practices;
- evaluate the adequacy of our corporate governance practices and reporting;
- oversee our environmental, social and governance programs;
- review proposals submitted by stockholders for action at the annual meeting of stockholders; and
- evaluate the performance of our board of directors and of individual directors.

Our nominating and corporate governance committee will operate under a written charter, to be effective prior to the completion of this offering, which will satisfy the applicable rules of the SEC and the listing standards of New York Stock Exchange.

Compensation Committee Interlocks and Insider Participation

None of the members of our compensation committee is or has been an officer or employee of our Company. None of our executive officers currently serves, or in the past fiscal year has served, as a

member of the board of directors or compensation committee (or other board committee performing equivalent functions or, in the absence of any such committee, the entire board of directors) of any entity that has one or more executive officers serving on our board of directors or compensation committee.

Code of Business Conduct and Ethics

We have adopted a written code of business conduct and ethics that applies to our directors, officers, and employees, including our principal executive officer, principal financial officer, principal accounting officer or controller, or persons performing similar functions. Following this offering, the code of business conduct and ethics will be available on our website at https://www.ibotta.com. We intend to disclose future amendments to such code, or any waivers of its requirements, applicable to any principal executive officer, principal financial officer, principal accounting officer or controller or persons performing similar functions, or our directors on our website identified above. Information contained on, or that can be accessed through, our website is not incorporated by reference into this prospectus and should not be considered to be part of this prospectus.

Director Compensation

The table below summarizes the compensation of each person serving as a non-employee director for the year ended December 31, 2023. We do reimburse our directors for expenses associated with attending meetings of our board of directors and committees of our board of directors. Following the completion of this offering, we expect to implement an annual cash and equity compensation program for our non-employee directors.

Directors who are also our employees receive no additional compensation for their service as directors. Bryan Leach was our only employee director during fiscal 2023. See the section titled “Executive Compensation” for additional information about Mr. Leach’s compensation.

Name	Option Awards ($)[1]	Total ($)
Amanda Baldwin	101,989	101,989
Amit N. Doshi	—	—
Thomas Lehrman	—	—
Valarie Sheppard	101,989	101,989
Larry W. Sonsini	—	—

(1) The amounts reported in this column represent the aggregate grant date fair value of each award as calculated in accordance with ASC 718. The assumptions used in calculating the grant date fair value of the award disclosed in this column are set forth in the notes to our audited consolidated financial statements included elsewhere in this prospectus. These amounts do not correspond to the actual value that may be recognized by the named executive officers upon vesting of the applicable awards.

The following lists all outstanding equity awards held by non-employee directors as of December 31, 2023:

Name	Aggregate Number of Shares Underlying Outstanding Options
Amanda Baldwin	40,810
Amit N. Doshi	—
Thomas Lehrman	—
Valarie Sheppard	40,810
Larry W. Sonsini	—

In connection with this offering, we intend to grant to each of our non-employee directors an award of restricted stock units covering a number of shares of our Class A common stock equal to $400,000 divided by the initial public offering price set forth on the cover of this prospectus, effective immediately following the completion of this offering. Each such award will vest in equal annual installments over a period of 3 years, in each case subject to continued service through each relevant vesting date.

Non-Employee Director Compensation

We have adopted, and we expect our stockholders to approve, an Outside Director Compensation Policy that will be effective upon the effective date of the registration statement of which this prospectus forms a part. Our Outside Director Compensation Policy will provide that all non-employee directors serving on the on the audit, compensation, and nominating and corporate governance committees will be entitled to receive the following cash compensation for their services on such committees following the effectiveness of the Outside Director Compensation Policy:

- $40,000 retainer per year for each non-employee director;
- $25,000 retainer per year for the chair of the board;
- $25,000 retainer per year for lead non-employee director;
- $20,000 retainer per year for the chair of the audit committee or $10,000 retainer per year for each other member of the audit committee;
- $15,000 retainer per year for the chair of the compensation committee or $7,500 retainer per year for each other member of the compensation committee; and
- $10,000 retainer per year for the chair of the nominating and corporate governance committee or $5,000 retainer per year for each other member of the nominating and corporate governance committee.

Each non-employee director who serves as the chair of a committee will receive only the additional annual fee as the chair of the committee and will not receive the additional annual fee as a member of the committee. All cash payments to non-employee directors will be paid quarterly in arrears on a prorated basis.

In addition to the compensation structure described above, our Outside Director Compensation Policy will provide the following equity incentive compensation program for non-employee directors. Each person who first becomes a non-employee director will receive, on the first trading date on or after the date on which the person first becomes a non-employee director, an initial award of restricted stock units covering a number of shares having a value equal to $400,000, rounded to the nearest whole share. Each initial award will vest as to 1/3rd of the restricted stock units on each anniversary of the grant date, in each case

subject to continued service through each relevant vesting date. If the person was a member of our board of directors and also an employee, becoming a non-employee director due to termination of employment will not entitle the non-employee director to an initial award.

On the date of each of our annual stockholder meetings following the effective date of the registration statement of which this prospectus forms a part, then except as noted below, each non-employee director who has provided continuous service as a non-employee director from the date that is 6 months before that annual stockholder meeting through the date of that annual stockholder meeting automatically will be granted an award of restricted stock units covering a number of having a grant value of $200,000, rounded to the nearest whole share. Each annual award will vest as to 100% of the restricted stock units on the earlier of (i) the first anniversary of the date the award is granted or (ii) the day prior to the date of the annual stockholder meeting next following the date the award was granted, in each case subject to continued service through the applicable vesting date.

With respect to equity awards granted to a non-employee director while such individual was a non-employee director, in the event of a change in control of our Company, the non-employee director will fully vest in and have the right to exercise his or her outstanding equity awards (including those granted pursuant to our Outside Director Compensation Policy) and, with respect to equity awards with performance-based vesting, all performance goals or other vesting criteria will be deemed achieved at 100% of target levels and all other terms and conditions met, unless specifically provided otherwise under the applicable award agreement or other written agreement between the non-employee director and us.

In any fiscal year of ours, no non-employee director may be paid, issued or granted cash compensation and equity awards with a total value of no greater than $750,000 (or $1,000,000 for the fiscal year in which the individual begins service as a non-employee director), with the value of an equity award based on its grant date fair value for purposes of this limit, or the annual director limit. Any cash compensation paid or equity awards granted to a non-employee director while he or she was an employee or consultant (other than a non-employee director) will not count toward the annual director limit.

Our Outside Director Compensation Policy also will provide for the reimbursement of our non-employee directors for reasonable, customary and documented travel expenses to attend meetings of our board of directors and committees of our board of directors.

Compensation for our non-employee directors will not be limited to the equity awards and payments set forth in our Outside Director Compensation Policy. Our non-employee directors will remain eligible to receive equity awards and cash or other compensation outside of the Outside Director Compensation Policy, as may be provided from time to time at the discretion of our board of directors. For further information regarding the equity compensation of our non-employee directors, see the section of this prospectus titled “Executive Compensation—Employee Benefit and Stock Plans—2024 Equity Incentive Plan.”

EXECUTIVE COMPENSATION

Our named executive officers for the year ended December 31, 2023, which consist of our principal executive officer and the next two most highly compensated executive officers, are:

- Bryan Leach, our Founder, Chief Executive Officer, and President;
- Amir El Tabib, our Chief Business Development Officer; and
- Luke Swanson, our Chief Technology Officer.

Summary Compensation Table

The following table sets forth information regarding the compensation of our named executive officers for the year ended December 31, 2023.

Name and Principal Position	Year	Salary($)	Bonus($)	Stock Awards ($)[1]	Option Awards ($)[1]	All Other Compensation ($)	Total($)
Bryan Leach *Founder, Chief Executive Officer, and President*	2023	429,327	645,000	279,509	407,955	6,910[2]	1,768,701
Amir El Tabib *Chief Business Development Officer*	2023	224,808	253,125	109,679	1,484,620	6,176[3]	2,078,408
Luke Swanson *Chief Technology Officer*	2023	429,327	645,000	279,509	271,970	10,965[4]	1,636,771

(1) This amounts reported in this column represent the aggregate grant date fair value of the awards granted to each named executed officer in 2023 and January 2024 (as discussed in further detail in the "2023 Bonus Program" section below) as calculated in accordance with ASC 718. The assumptions used in calculating the grant date fair value of the award disclosed in this column are set forth in the notes to our audited consolidated financial statements included elsewhere in this prospectus. These amounts do not correspond to the actual value that may be recognized by the named executive officers upon vesting of the applicable awards.
(2) Consists of $6,785 in 401(k) plan matching contributions and $125 in life insurance premiums.
(3) Consists of $6,051 in 401(k) plan matching contributions and $125 in life insurance premiums.
(4) Consists of $10,840 in 401(k) plan matching contributions and $125 in life insurance premiums.

Narrative Disclosure to Summary Compensation Table

2023 Bonus Program

In 2023, we adopted a bonus plan for eligible employees, including our named executive officers. Our named executive officers' target bonus opportunities under the 2023 bonus plan were equal to 100% of base salary for Messrs. Leach and Swanson and 75% of base salary for Mr. El Tabib.

Under our 2023 bonus plan, eligible employees were able to earn cash bonuses based on our achievement of 2023 annual targets for Adjusted EBITDA and revenue, which were weighted equally. In addition, our compensation committee had the discretion to increase or decrease the actual bonus amount payable under the 2023 bonus plan based on the business environment, our performance, and/or the employee's performance.

Following the end of 2023, our compensation committee reviewed our performance against the Adjusted EBITDA and revenue performance measures and approved bonuses of 150% of the target

amount for each named executive officer. The actual bonus amounts payable to our named executive officers under the 2023 bonus plan are set forth in the "Summary Compensation Table."

In January 2024, our compensation committee further determined, in light of exemplary performance and substantial achievement in excess of target goals established for 2023 and to encourage retention through the expiration of applicable lock-up periods in connection with this offering, to grant restricted stock unit awards to each of Messrs. Leach, El Tabib and Swanson covering 8,973, 3,521, and 8,973 shares of Class A common stock, respectively. These grants are reported in the Summary Compensation Table for 2023, because they were made in respect of services provided in 2023.

Outstanding Equity Awards at Fiscal Year-End

The following table sets forth information concerning outstanding equity awards held by each of our named executive officers as of December 31, 2023.

	Option Awards					Stock Awards	
Name[1]	Grant Date	Number of Shares of Stock Underlying Unexercised Options Exercisable (#)	Number of Shares of Stock Underlying Unexercised Options Unexercisable (#)	Option Exercise Price ($)[2]	Option Expiration Date	Number of Shares or Units of Stock That Have Not Vested (#)	Market Value of Shares or Units of Stock That Have Not Vested ($)
Bryan Leach[3]	01/16/2017	212,000	—	3.99	01/16/2027	—	—
Bryan Leach[4]	01/25/2018	30,000	—	5.05	01/25/2028	—	—
Bryan Leach[5]	11/13/2018	50,000	—	5.35	11/13/2028	—	—
Bryan Leach[6]	12/11/2019	50,000	—	12.75	12/11/2029	—	—
Bryan Leach[7][22][23]	12/08/2020	187,500	62,500	8.30	12/08/2030	—	—
Bryan Leach[8][22][23]	07/15/2021	—	176,471	22.20	07/15/2031	—	—
Bryan Leach[9][22][23]	07/15/2021	—	176,471	22.20	07/15/2031	—	—
Bryan Leach[10][22][23]	02/08/2022	15,972	9,028	19.25	02/08/2032	—	—
Bryan Leach[11][22][23]	03/07/2023	13,750	46,250	10.40	03/07/2033	—	—
Amir El Tabib[12]	10/12/2017	1,000	—	5.05	10/12/2027	—	—
Amir El Tabib[13]	01/25/2018	1,000	—	5.05	01/25/2028	—	—
Amir El Tabib[14]	02/12/2019	7,500	—	5.55	02/12/2029	—	—
Amir El Tabib[15]	02/04/2020	5,000	—	12.75	02/04/2030	—	—
Amir El Tabib[16][24]	05/05/2020	13,438	1,562	6.55	05/05/2030	—	—
Amir El Tabib[17][24]	12/08/2020	22,500	7,500	8.30	12/08/2030	—	—
Amir El Tabib[8][18][24]	07/15/2021	—	47,775	22.20	07/15/2031	—	—
Amir El Tabib[19][24]	08/03/2021	—	20,000	22.20	08/03/2031	—	—
Amir El Tabib[20][24]	08/02/2022	3,194	1,806	19.25	08/02/2032	—	—
Amir El Tabib[11][22]	03/07/2023	1,146	3,854	10.40	03/07/2033	—	—
Amir El Tabib[21][24]	12/05/2023	1,718	80,782	25.64	12/05/2033	—	—
Luke Swanson[4]	01/25/2018	26,103	—	5.05	01/25/2028	—	—
Luke Swanson[5]	11/13/2018	35,000	—	5.35	11/13/2028	—	—
Luke Swanson[6]	12/11/2019	39,324	—	12.75	12/11/2029	—	—
Luke Swanson[7][22][23]	12/08/2020	37,500	12,500	8.30	12/08/2030	—	—
Luke Swanson[8][22][23]	07/15/2021	—	71,670	22.20	06/15/2031	—	—
Luke Swanson[10][22][23]	02/08/2022	15,972	9,028	19.25	02/08/2032	—	—
Luke Swanson[11][22][23]	03/07/2023	9,167	30,833	10.40	03/07/2033	—	—

(1) All awards were granted pursuant to the 2011 Equity Incentive Plan (the 2011 Plan).
(2) This column represents the fair market value of a share of our common stock on the date of grant, as determined by our board of directors.
(3) This option became fully vested on December 26, 2020.
(4) This option became fully vested on January 1, 2022.

(5) This option became fully vested on November 13, 2022.
(6) This option became fully vested on December 11, 2023.
(7) This option vests as to 1/48th of the total shares subject to the option on each monthly anniversary of December 8, 2020, subject to the named executive officer's continued service through each vesting date.
(8) This option vests as to 1/48th of the shares subject to the option on each monthly anniversary of the vesting commencement date (which was originally the effectiveness of a registration statement on Form S-1 under the Securities Act), subject to the named executive officer's continued service through each vesting date. As described below, the vesting commencement date of the option was changed to its grant date.
(9) This option vests as to 1/48th of the shares subject to the option on each monthly anniversary of the one-year anniversary of the vesting commencement date (which was originally the effectiveness of the registration statement on Form S-1 under the Securities Act), subject to the named executive officer's continued service through each vesting date. As described below, the vesting commencement date of the option was changed to its grant date.
(10) This option vests as to 1/36th of the total shares subject to the option on each monthly anniversary of January 3, 2022, subject to the named executive officer's continued service through each vesting date.
(11) This option vests as to 1/48th of the total shares subject to the option on each monthly anniversary of January 16, 2023, subject to the named executive officer's continued service through each vesting date.
(12) This option became fully vested on September 4, 2021.
(13) This option became fully vested on January 1, 2022.
(14) This option became fully vested on January 21, 2023.
(15) This option became fully vested on December 30, 2023.
(16) This option vests as to 1/48th of the total shares subject to the option on each monthly anniversary of May 5, 2020, subject to the named executive officer's continued service through each vesting date.
(17) This option vests as to 1/48th of the total shares subject to the option on each monthly anniversary of December 8, 2020, subject to the named executive officer's continued service through each vesting date.
(18) The option originally approved by our board of directors on July 15, 2021 covered 35,400 shares, and on August 3, 2021, the board approved a 12,375 increase to the number of shares covered by the option, bringing the total number of shares covered by the option to 47,775.
(19) The shares subject to this option become eligible to vest (eligible shares) upon the extension of certain key business agreements. In order for any eligible shares to vest, Mr. El Tabib must remain continuously employed through April 1 following the fiscal year in which the goal is achieved. In addition, if there is a change in control by certain IPN partners, then 50% of the shares subject to this option will immediately vest, and the remaining portion of this option will immediately terminate and be cancelled. Further, the vesting of the option may accelerate under the terms of severance agreement with Mr. El Tabib.
(20) This option vests as to 1/36th of the total shares subject to the option on each monthly anniversary of January 3, 2022, subject to the named executive officer's continued service through each vesting date.
(21) This option vests as to 1/48th of the total shares subject to the option on each monthly anniversary of November 15, 2023, subject to the named executive officer's continued service through each vesting date.
(22) If, outside the period beginning on the date 3 months before a change in control and ending 1 year following that change in control, the named executive officer's employment is terminated by us other than for cause, death, or disability or by the named executive officer for good reason, any unvested shares subject to the option that were scheduled to vest during the 12-month period following the date of such termination shall immediately vest.
(23) In the event of a change in control, if, during the period beginning on the date 3 months before a change in control and ending 1 year following that change in control, the named executive officer's employment is terminated by us other than for cause, death, or disability or by the named executive officer for good reason, then 100% of any unvested shares subject to the option shall immediately vest.
(24) In the event of a change in control, if, during the period beginning on the date 3 months before a change in control and ending 1 year following that change in control, the named executive officer's employment is terminated by us other than for cause, death, or disability or by the named executive officer for good reason, then 50% of any unvested shares subject to the option shall immediately vest.

Any shares of our Class A common stock issued to Mr. Leach upon the exercise of outstanding options under the 2011 Plan may be exchanged by Mr. Leach for shares of our Class B common stock on the terms set forth in the Equity Exchange Right Agreement between us and Mr. Leach. See "Prospectus Summary—The Offering" for additional information.

2024 Equity Award Grants

We intend to grant to our named executive officers the following restricted stock unit awards covering shares of our Class A common stock under our 2011 Plan, effective on the business day immediately prior to the effective date of the registration statement of which this prospectus forms a part: (i) to Mr. Leach, a time-based award with a value of $11,019,000 and a performance-based award with a target value of $11,019,000, (ii) to Mr. Swanson, a time-based award with a value of $5,736,000, and (iii) to Mr. El Tabib, a time-based award with a value of $3,319,000. The number of shares covered by each time-based award and the target number of shares covered by the performance-based award will be equal to the applicable value divided by the initial public offering price set forth on the cover of this prospectus.

Each time-based award will vest in equal quarterly installments over a four-year period, subject to the applicable named executive officer's continued service.

For Mr. Leach's performance-based award, a number of restricted stock units may become eligible to vest based on how our total shareholder return (TSR) during the performance period (beginning on the grant date and ending on the last day of our 2026 fiscal year) compares to the TSRs of the companies that both (i) are in the Russell 2000 Index or any successor index as of the beginning of the performance period and (ii) either (A) are in such index as of the end of the performance period, (B) if the index is not in existence at such time, are in the index immediately before the index ceased to exist and have securities that are actively traded on a nationally recognized stock exchange as of the end of the performance period, or (C) file for bankruptcy during the performance period. For purposes of calculating TSR, our starting price will be the initial public offering price set forth on the cover of this prospectus, the starting price for each company in the index will be the period of 60-trading days ending on the award's grant date, and the ending price for us and for each company in the index will be the average closing price for the period of 60-trading days ending on the last day of the performance period.

The number of restricted stock units that will become eligible to vest (eligible RSUs) will be equal to (i) 100% of the target number of restricted stock units if our TSR ranks at the 60th percentile or (ii) 200% of the target number of restricted stock units if our TSR ranks at or above the 80th percentile. If our TSR ranks between the 60th and 80th percentiles, the number of eligible RSUs will be determined through straight-line interpolation. If our TSR ranks below the 60th percentile, none of the restricted stock units will become eligible RSUs. Any eligible RSUs will vest on the date that achievement of the relative TSR performance goal is certified, subject to Mr. Leach's continued service through such date.

However, if a "change in control" (as defined in the 2011 Plan) occurs before the last day of the performance period, then the performance period will be shortened to end on a date before the change in control, and achievement of the relative TSR performance goal during the shortened performance period will be certified before the change in control, with our ending price based on the price payable for a share of our Class A common stock in connection with the change in control. A pro-rated portion of the eligible RSUs will vest as of immediately before the change in control, and the remaining eligible RSUs units will vest in equal quarterly installments over the remainder of the original performance period, in each case subject to Mr. Leach's continued service through the applicable vesting date.

With respect to Mr. Leach's performance-based award, the vesting acceleration provisions in his change in control and severance agreement (which is described below) will apply only to any restricted stock units that become eligible RSUs.

Amendments to July 2021 Option Grants

In July 2021, we granted options to purchase shares of our Class A common stock under our 2011 Plan to our named executive officers. These options were granted in anticipation of an intended initial public offering of our Class A common stock in 2021 and were scheduled to vest in equal monthly installments over the four-year period after the option's vesting commencement date (or in the case of one of the two options granted to Mr. Leach, the one-year anniversary of the vesting commencement

date). The vesting commencement date for each option is the effectiveness of a registration statement on Form S-1 under the Securities Act.

In recognition of each named executive officer's continued dedication and contributions to us, prior to the completion of this offering, we accelerated the vesting of each of these options by amending each option to change its vesting commencement date to the option's grant date.

Employment Arrangements with Our Named Executive Officers

Bryan Leach Employment Letter

We have entered into a new employment letter with Bryan Leach, our Chief Executive Officer and President. The employment letter does not have a specific term and provides that Mr. Leach's employment is at-will. Mr. Leach's base salary is currently $430,000 and, pursuant to his new employment letter, will be increased to $523,000 upon the date of effectiveness of the registration statement of which this prospectus forms a part. Mr. Leach's current annual on-target bonus opportunity is 100% of his base salary.

Amir El Tabib Employment Letter

We have entered into a new employment letter with Amir El Tabib, our Chief Business Development Officer. The employment letter does not have a specific term and provides that Mr. El Tabib's employment is at-will. Mr. El Tabib's base salary is currently $225,000 and, pursuant to his new employment letter, will be increased to $300,000 upon the date of effectiveness of the registration statement of which this prospectus forms a part. Mr. El Tabib's current annual on-target bonus opportunity is 75% of his base salary.

Luke Swanson Employment Letter

We have entered into a new employment letter with Luke Swanson, our Chief Technology Officer. The employment letter does not have a specific term and provides that Mr. Swanson's employment is at-will. Mr. Swanson's base salary is currently $430,000 and, pursuant to his new employment letter, will be increased to $455,000 upon the date of effectiveness of the registration statement of which this prospectus forms a part. Mr. Swanson's current annual on-target bonus opportunity is 100% of his base salary.

Executive Change in Control and Severance Agreements

We have entered into change in control and severance agreements with Messrs. Leach, El Tabib and Swanson, which provide for certain severance and change in control benefits as described below. Each change in control and severance agreement will supersede any prior agreement or arrangement the applicable named executive officer may have had with us that provides for severance and/or change in control payments or benefits.

Under each change in control and severance agreement, if the applicable named executive officer experiences a qualifying termination unrelated to a change in control (as discussed below), the named executive officer will receive the following benefits if the named executive officer timely signs and does not revoke a release of claims in our favor:

- a lump sum cash payment equal to 100% (or in Mr. El Tabib's case, 50%) of the named executive officer's annual base salary as in effect immediately prior to such termination (or if such termination is due to a resignation for good reason based on a material reduction in base salary, then as in effect immediately prior to the reduction);
- for Messrs. Leach and Swanson only, a lump sum cash payment equal to 100% of the named executive officer's target annual bonus as in effect for the calendar year in which such termination

occurs (pro-rated for the number of days that the named executive officer was employed during such calendar year);

- for Messrs. Leach and Swanson only, if such termination (or, following the completion of this offering, a termination due to death or disability) occurs following the end of a performance period to which a cash performance incentive or bonus relates and before payments with respect to such performance period have been paid to the named executive officer, a lump sum cash payment equal to the cash performance incentive or bonus that the named executive officer would have otherwise been paid had he remained employed through the date required to receive such cash performance incentive or bonus;
- payment of premiums for coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended (COBRA), for the named executive officer and the named executive officer's eligible dependents, if any, for up to 12 months (or in Mr. El Tabib's case, six months) following the date of such termination or taxable monthly payments for the equivalent period in the event payment of the COBRA premiums would violate or be subject to an excise tax under applicable law; and
- for Messrs. Leach and Swanson only, accelerated vesting of any outstanding equity awards that, as of the date of such termination, are held by the named executive officer and subject to continued service-based vesting criteria but not subject to the achievement of any performance-based or other similar vesting criteria, to the extent that such equity awards were scheduled to vest during the 12-month period following the date of such termination.

Under the change in control and severance agreements with Messrs. Leach and Swanson, the applicable named executive officer will experience a qualifying termination unrelated to a change in control if his employment is terminated (i) outside the period beginning on the date three months before a change in control and ending on (and inclusive of) the date that is the one-year anniversary following that change in control (the Change in Control Period) either (A) by us or any of our subsidiaries (the Company Group) without "cause" and, following the completion of this offering, other than by reason of death or "disability," or (B) by the named executive officer for "good reason" (as such terms are defined in the named executive officer's change in control and severance agreement), or (ii) at any time before the completion of this offering due to the named executive officer's death or disability. Under Mr. El Tabib's change in control and severance agreement, he will experience a qualifying termination unrelated to a change in control if his employment is terminated outside the Change in Control Period by the Company Group without "cause" and other than by reason of death or "disability" (as such terms are defined in his change in control and severance agreement).

If a named executive officer experiences a qualifying termination in connection with a change in control (as discussed below), the named executive officer will receive the following benefits if the named executive officer timely signs and does not revoke a release of claims in our favor:

- a lump sum cash payment equal to 150% (or in Mr. El Tabib's case, 100%) of the named executive officer's annual base salary as in effect immediately prior to such termination (or if such termination is due to a resignation for good reason based on a material reduction in base salary, then as in effect immediately prior to the reduction) or if greater, at the level in effect immediately prior to the change in control;
- a lump sum cash payment equal to 150% (or in Mr. El Tabib's case, 100%) of the named executive officer's target annual bonus as in effect for the calendar year in which such termination occurs (pro-rated for the number of days that the named executive officer was employed during such calendar year);
- for Messrs. Leach and Swanson only, if such termination (or, following the completion of this offering, a termination due to death or disability) occurs following the end of a performance period to which a cash performance incentive or bonus relates and before payments with respect to

such performance period have been paid to the named executive officer, a lump sum cash payment equal to the cash performance incentive or bonus that the named executive officer would have otherwise been paid had he remained employed through the date required to receive such cash performance incentive or bonus;

- payment of premiums for coverage under COBRA for the named executive officer and the named executive officer's eligible dependents, if any, for up to 18 months (or in Mr. El Tabib's case, 12 months) following the date of such termination or taxable monthly payments for the equivalent period in the event payment of the COBRA premiums would violate or be subject to an excise tax under applicable law; and
- 100% accelerated vesting and exercisability of all outstanding equity awards that, as of the later of (i) the date of such termination or (ii) immediately prior to the change in control, are held by the named executive officer and subject to continued service-based vesting criteria but not subject to the achievement of any performance-based or other similar vesting criteria.

Under the change in control and severance agreements with Messrs. Leach and Swanson, the applicable named executive officer will experience a qualifying termination in connection with a change in control if, within the Change in Control Period, his employment is terminated either (i) by us (or any of our subsidiaries) without cause and, following the completion of this offering, other than by reason of death or disability, or (ii) by him for good reason. Under Mr. El Tabib's change in control and severance agreement, he will experience a qualifying termination in connection with a change in control if, within the Change in Control Period, his employment is terminated either (i) by us (or any of our subsidiaries) without cause and other than by reason of death or disability, or (ii) by him for good reason.

If any of the amounts provided for under these change in control and severance agreements or otherwise payable to our named executive officers would constitute "parachute payments" within the meaning of Section 280G of the Internal Revenue Code and could be subject to the related excise tax, the named executive officer would be entitled to receive either full payment of benefits under the named executive officer's change in control or severance agreement or such lesser amount which would result in no portion of the benefits being subject to the excise tax, whichever results in the greater amount of after-tax benefits to the named executive officer. The change in control and severance agreements do not require us to provide any tax gross-up payments.

Executive Incentive Compensation Plan

Our board of directors has adopted an Executive Incentive Compensation Plan, or the Incentive Compensation Plan. Our Incentive Compensation Plan allows us to grant incentive awards, generally payable in cash, to employees selected by the administrator of the Incentive Compensation Plan, including our named executive officers.

Under our Incentive Compensation Plan, the administrator will determine the performance goals applicable to any award, which goals may include, without limitation, goals related to: attainment of research and development milestones; sales bookings; business divestitures and acquisitions; capital raising; cash flow; cash position; contract awards or backlog; corporate transactions; customer renewals; customer retention rates from an acquired company, subsidiary, business unit or division; earnings (which may include any calculation of earnings, including but not limited to earnings before interest and taxes, earnings before taxes, earnings before interest, taxes, depreciation and amortization and net taxes); earnings per share; expenses; financial milestones; gross margin; growth in stockholder value relative to the moving average of the S&P 500 Index or another index; internal rate of return; leadership development or succession planning; license or research collaboration arrangements; market share; net income; net profit; net sales; new product or business development; new platform innovation; number of publishers or customers; operating cash flow; operating expenses; operating income; operating margin; overhead or other expense reduction; patents; procurement; product defect measures; product release timelines; productivity; profit; regulatory milestones or regulatory-related goals; retained earnings; return

on assets; return on capital; return on equity; return on investment; return on sales; revenue; revenue growth; sales results; sales growth; savings; stock price; time to market; total stockholder return; working capital; unadjusted or adjusted actual contract value; unadjusted or adjusted total contract value; and individual objectives such as peer reviews or other subjective or objective criteria. As determined by the administrator, the performance goals may be based on U.S. generally accepted accounting principles (GAAP), or non-GAAP results and any actual results may be adjusted by the administrator for one-time items or unbudgeted or unexpected items and/or payments of actual awards under the Incentive Compensation Plan when determining whether the performance goals have been met. The goals may be on the basis of any factors the administrator determines relevant, such as on an individual, divisional, portfolio, project, business unit, or company-wide basis. Any criteria used may be measured on such basis as the administrator determines. The performance goals may differ from participant to participant and from award to award. The administrator also may determine that a target award or a portion thereof will not have a performance goal associated with it but instead will be granted (if at all) in the administrator's sole discretion.

Our board of directors or a committee appointed by our board of directors (which, until our board of directors determines otherwise, will be our compensation committee) administers our Incentive Compensation Plan. The administrator of our Incentive Compensation Plan may, in its sole discretion and at any time before payment of an award, increase, reduce or eliminate a participant's actual award and/or increase, reduce or eliminate the amount allocated to the bonus pool for a particular performance period. The actual award may be below, at or above a participant's target award, in the discretion of the administrator. The administrator may determine the amount of any increase, reduction or elimination on the basis of such factors as it deems relevant, and it is not required to establish any allocation or weighting with respect to the factors it considers.

Actual awards generally will be paid in cash (or its equivalent) only after they are earned and approved. Unless otherwise determined by the administrator, to earn an actual award a participant must be employed by us through the date the actual award is paid. The administrator reserves the right to settle an actual award with a grant of an equity award under our then-current equity compensation plan, which equity award may have such terms and conditions, including vesting, as the administrator determines. Payment of awards occurs after they are earned, but no later than the dates set forth in our Incentive Compensation Plan.

Each award under our Incentive Compensation Plan will be subject to reduction, cancellation, forfeiture or recoupment in accordance with any clawback policy of ours (or any of our parents or subsidiaries) in effect as of the date the award is granted or any other claw back policy that we (or any parent or subsidiary of ours) are required to adopt by the listing standards of any national securities exchange or association on which our securities are listed or as is otherwise required by the Dodd-Frank Wall Street Reform and Consumer Protection Act or other applicable laws. In addition, our compensation committee may impose such other clawback, recovery or recoupment provisions with respect to an award under the Incentive Compensation Plan as it determines necessary or appropriate, including without limitation a reacquisition right in respect of previously acquired cash, stock or other property provided with respect to an award. Recovery of compensation under a clawback policy generally will not give the participant the right to resign for "good reason" or "constructive termination" (or similar term) under any agreement with us or any parent or subsidiary of ours. Additionally, our compensation committee may specify when providing for an award under the Incentive Compensation Plan that the participant's rights, payments and benefits with respect to the award will be subject to reduction, cancellation, forfeiture or recoupment upon the occurrence of specified events, in addition to any otherwise applicable vesting or performance conditions of the award. In the event of an accounting restatement, the recipient of an award will be required to repay a portion of the proceeds received with respect to an award earned or accrued under certain circumstances.

Our board of directors and the administrator will have the authority to amend, suspend or terminate our Incentive Compensation Plan, provided such action does not impair the existing rights of any participant with respect to any earned awards.

Employee Benefit and Stock Plans

2024 Equity Incentive Plan

Our board of directors has adopted, and, prior to the completion of this offering, we expect our stockholders will approve, our 2024 Equity Incentive Plan (our 2024 Plan). Our 2024 Plan will be effective on the business day immediately prior to the effective date of the registration statement of which this prospectus forms a part (the Plan Effectiveness Date). Our 2024 Plan will provide for the grant of incentive stock options, within the meaning of Section 422 of the Code, to our employees and any of our parent and subsidiary corporations' employees, and for the grant of nonstatutory stock options, stock appreciation rights, restricted stock, restricted stock units, performance units and performance shares to our employees, directors and consultants and our parent and subsidiary corporations' employees and consultants.

Authorized Shares. The total number of shares of our Class A common stock that will be reserved for issuance pursuant to our 2024 Plan will be equal to (i) 4,300,000 shares plus (ii) a number of shares equal to (A) any shares subject to stock options or similar awards granted under our 2011 Plan that, on or after the Plan Effectiveness Date, expire or otherwise terminate without having been exercised or issued in full, (B) any shares that, on or after the Plan Effectiveness Date, are tendered to or withheld by us for payment of an exercise price of an award granted under our 2011 Plan or for tax withholding obligations with respect to an award granted under our 2011 Plan, or (C) any shares issued pursuant to the 2011 Plan that, on or after the Plan Effectiveness Date, are forfeited to or repurchased by us due to failure to vest, with the maximum number of shares of our Class A common stock to be added to our 2024 Plan under clause (ii) equal to 14,957,531 shares. In addition, the number of shares of our Class A common stock available for issuance under our 2024 Plan will also include an annual increase on the first day of each fiscal year beginning with our 2025 fiscal year, equal to the least of:

- 5,400,000 shares of our Class A common stock;
- 5% of the outstanding shares of all classes of our common stock as of the last day of the immediately preceding fiscal year; or
- such other amount as the administrator may determine no later than the last day of the immediately preceding fiscal year.

If an award expires or becomes unexercisable without having been exercised in full, is surrendered pursuant to an exchange program, or, with respect to restricted stock, restricted stock units, performance units or performance shares, is forfeited to or repurchased by us due to failure to vest, the unpurchased shares (or for awards other than stock options or stock appreciation rights, the forfeited or repurchased shares) will become available for future grant or sale under our 2024 Plan (unless our 2024 Plan has terminated). With respect to stock appreciation rights, only the net shares actually issued will cease to be available under our 2024 Plan and all remaining shares under stock appreciation rights will remain available for future grant or sale under our 2024 Plan (unless our 2024 Plan has terminated). Shares that have actually been issued under our 2024 Plan will not be returned to our 2024 Plan, except if shares issued pursuant to awards of restricted stock, restricted stock units, performance shares or performance units are repurchased by or forfeited to us, such shares will become available for future grant under our 2024 Plan. Shares used to pay the exercise price or purchase price of an award or satisfy the tax withholding obligations related to an award will become available for future grant or sale under our 2024 Plan. To the extent an award is paid out in cash rather than shares, such cash payment will not result in a reduction in the number of shares available for issuance under our 2024 Plan.

Plan Administration. Our board of directors or one or more committees appointed by our board of directors will administer our 2024 Plan. We expect that the compensation committee of our board of directors will initially administer our 2024 Plan. In addition, if we determine it is desirable to qualify transactions under our 2024 Plan as exempt under Rule 16b-3, such transactions will be structured to satisfy the requirements for exemption under Rule 16b-3. Except to the extent prohibited by applicable

law, the administrator may delegate to one or more individuals the day-to-day administration of the 2024 Plan and any of the functions assigned to it in the 2024 Plan. Any such delegation may be revoked at any time.

Subject to the provisions of our 2024 Plan, the administrator will have the power to administer our 2024 Plan and make all determinations and take all actions deemed necessary or advisable for administering our 2024 Plan, such as the power to determine the fair market value of our Class A common stock; select the service providers to whom awards may be granted; determine the number of shares or dollar amounts covered by each award; approve forms of award agreements for use under our 2024 Plan; determine the terms and conditions of awards (such as the exercise price, the time or times at which awards may be exercised, any vesting acceleration or waiver or forfeiture restrictions and any restriction or limitation regarding any award or the shares relating to the award); prescribe, amend and rescind rules and regulations and adopt sub-plans relating to the 2024 Plan (including rules, regulations and sub-plans for the purposes of facilitating compliance with non-U.S. laws, easing the administration of the 2024 Plan and/or taking advantage of tax-favorable treatment for awards granted to service providers outside the United States); construe and interpret the terms of our 2024 Plan and awards granted under it; modify or amend each award, such as the discretionary authority to extend the post-service exercisability period of awards (except no option or stock appreciation right will be extended past its original maximum term); temporarily suspend the exercisability of an award if the administrator deems such suspension to be necessary or appropriate for administrative purposes or to comply with applicable laws (but such suspension must be lifted before the expiration of the maximum term and post-service exercisability period of an award, unless doing so would not comply with applicable laws); determine whether awards will be settled in shares, cash, or in any combination of shares and cash; impose any restrictions, conditions or limitations that the administrator determines appropriate as to the timing and manner of any resales by a participant or other subsequent transfers by the participant of any shares issued as a result of or under an award; and allow a participant to defer the receipt of payment of cash or the delivery of shares that would otherwise be due to such participant under an award. The administrator also will have the authority to institute an exchange program by which outstanding awards may be surrendered or cancelled in exchange for awards of the same type (which may have a higher or lower exercise price and/or different terms), awards of a different type and/or cash, by which participants would have the opportunity to transfer outstanding awards to a financial institution or other person or entity selected by the administrator, or by which the exercise price of an outstanding award is increased or reduced. The administrator's decisions, interpretations and other actions will be final and binding on all participants.

Stock Options. We will be able to grant stock options under our 2024 Plan. The per share exercise price of options granted under our 2024 Plan must be at least equal to the fair market value of a share of our Class A common stock on the date of grant. The term of an incentive stock option may not exceed ten years. With respect to any incentive stock option granted to an employee who owns more than 10% of the voting power of all classes of our (or any parent or subsidiary of ours) outstanding stock, the term of the incentive stock option must not exceed five years and the per share exercise price of the incentive stock option must equal at least 110% of the fair market value of a share of our Class A common stock on the grant date. The administrator will determine the methods of payment of the exercise price of an option, which may include cash, shares or other property acceptable to the administrator to the extent permitted by applicable law. After a participant's status as a service provider ends, the participant will be able to exercise the vested portion of the participant's option for the period of time stated in the participant's option agreement. In the absence of a specified time in an award agreement, if end of service provider status is due to death or disability, the vested portion of the option will remain exercisable for 12 months following the end of service provider status. In all other cases, in the absence of a specified time in an award agreement, the vested portion of the option will remain exercisable for three months following the end of service provider status. In addition, an option agreement may provide for an extension of the option post-service exercise period if the participant's service provider status ends for reasons other than the participant's death or disability and the exercise of the option following the end of the participant's service provider status would result in liability under Section 16(b) of the Exchange Act or would violate

the registration requirements under the Securities Act. An option, however, may not be exercised later than the expiration of its term. Subject to the provisions of our 2024 Plan, the administrator will determine the other terms of options.

Stock Appreciation Rights. We will be able to grant stock appreciation rights under our 2024 Plan. Stock appreciation rights allow the recipient to receive the appreciation in the fair market value of the underlying shares of our Class A common stock between the exercise date and the date of grant. Stock appreciation rights may not have a term exceeding ten years. Subject to the provisions of our 2024 Plan, the administrator will determine the other terms of stock appreciation rights, including when such rights become exercisable and whether to pay any increased appreciation in cash or with shares of our Class A common stock, or a combination thereof, except that the per share exercise price for the shares to be issued pursuant to the exercise of a stock appreciation right will be no less than 100% of the fair market value of a share of our Class A common stock on the date of grant. After a participant's status as a services provider ends, the same rules relating to the exercise of options will apply to the participant's stock appreciation rights.

Restricted Stock. We will be able to grant restricted stock under our 2024 Plan. Restricted stock awards are grants of shares of our Class A common stock that vest in accordance with terms and conditions established by the administrator. The administrator will determine the number of shares of restricted stock granted to any employee, director or consultant and, subject to the provisions of our 2024 Plan, will determine the terms and conditions of such awards. The administrator will be able to impose whatever vesting conditions it determines to be appropriate (for example, the administrator may set restrictions based on the achievement of specific performance goals or continued service to us), except the administrator, in its sole discretion, may accelerate the time at which any restrictions will lapse or be removed. Recipients of restricted stock awards generally will have voting and dividend rights with respect to such shares upon grant without regard to vesting, unless the administrator provides otherwise. Shares of restricted stock that do not vest are subject to our right of repurchase or forfeiture.

Restricted Stock Units. We will be able to grant restricted stock units under our 2024 Plan. Restricted stock units are bookkeeping entries representing an amount equal to the fair market value of one share of our Class A common stock. Subject to the provisions of our 2024 Plan, the administrator will determine the terms and conditions of restricted stock units, including the vesting criteria and the form and timing of payment. The administrator may set vesting criteria based upon the achievement of company-wide, divisional, business unit or individual goals (such as continued employment or service), applicable federal or state securities laws or any other basis determined by the administrator in its discretion. The administrator, in its sole discretion, may pay earned restricted stock units in the form of cash, in shares or in some combination thereof.

Performance Units and Performance Shares. We will be able to grant performance units and performance shares under our 2024 Plan. Performance units and performance shares are awards that will result in a payment to a participant only if performance objectives established by the administrator are achieved or the awards otherwise vest. The administrator will establish performance objectives or other vesting criteria in its discretion, which, depending on the extent to which they are met, will determine the number or the value of performance units and performance shares to be paid out to participants. The administrator may set performance objectives based on the achievement of company-wide, divisional, business unit or individual goals (such as continued employment or service), applicable federal or state securities laws or any other basis determined by the administrator in its discretion. After the grant of a performance unit or performance share, the administrator, in its sole discretion, may reduce or waive any performance objectives or other vesting provisions for such performance units or performance shares. Performance units will have an initial value established by the administrator on or prior to the grant date. Performance shares will have an initial value equal to the fair market value of the underlying shares of our Class A common stock on the grant date. The administrator, in its sole discretion, may pay out earned performance units or performance shares in cash, shares or in some combination thereof.

Outside Director Limitations. No non-employee director may be paid, issued or granted, in any fiscal year, cash compensation and equity awards (including any awards issued under our 2024 Plan) with an aggregate value greater than $750,000, increased to $1,000,000 in the fiscal year of the participant's initial service as a non-employee director.

Non-Transferability of Awards. Unless provided otherwise by the administrator or under the applicable award agreement, our 2024 Plan generally will not allow for the transfer of awards and only the recipient of an award may exercise an award during the recipient's lifetime. If the administrator makes an award transferable, such award will contain such additional terms and conditions as the administrator deems appropriate.

Certain Adjustments. In the event of certain changes in our capitalization, to prevent diminution or enlargement of the benefits or potential benefits available under our 2024 Plan, the administrator will adjust the number and class of shares that may be delivered under our 2024 Plan and/or the number, class and price of shares covered by each outstanding award and the numerical share limits set forth in our 2024 Plan. However, the number of shares covered by any award always will be a whole number.

Dissolution or Liquidation. In the event of our proposed liquidation or dissolution, the administrator will notify participants as soon as practicable prior to the effective date of such proposed transaction, and to the extent not exercised (with respect to an option or a stock appreciation right) or vested (with respect to an award other than an option or a stock appreciation right), all awards will terminate immediately prior to the consummation of such proposed transaction.

Merger or Change in Control. Our 2024 Plan provides that in the event of a merger or change in control, as defined under our 2024 Plan, each outstanding award will be treated as the administrator determines, without a participant's consent. The administrator is not required to treat all participants, all awards, all awards held by a participant, all awards of the same type, or all portions of awards similarly in the transaction.

If a successor corporation does not assume or substitute for any outstanding award, then the participant will fully vest in and have the right to exercise all of the participant's outstanding options and stock appreciation rights, all restrictions on restricted stock and restricted stock units will lapse, and for awards with performance-based vesting, all performance goals or other vesting criteria will be deemed achieved at 100% of target levels and all other terms and conditions met, unless specifically provided for otherwise by the administrator or under the applicable award agreement or other written agreement with the participant that is authorized by the administrator. In addition, unless specifically provided for otherwise by the administrator or under the applicable award agreement or other written agreement with the participant that is authorized by the administrator, if an option or stock appreciation right is not assumed or substituted in the event of a change in control, the administrator will notify the participant in writing or electronically that such option or stock appreciation right will be exercisable for a period of time determined by the administrator in its sole discretion and the option or stock appreciation right will terminate upon the expiration of such period.

For awards granted to a participant while such individual was an outside director, in the event of a change in control, the outside director will fully vest in and have the right to exercise all of the participant's outstanding options and stock appreciation rights, all restrictions on restricted stock and restricted stock units will lapse and, for awards with performance-based vesting, all performance goals or other vesting criteria will be deemed achieved at 100% of target levels and all other terms and conditions met, unless specifically provided for otherwise under the applicable award agreement or other written agreement with the participant that is authorized by the administrator.

Clawback. The administrator may specify in an award agreement that the participant's rights, payments and benefits with respect to an award will be subject to reduction, cancellation, forfeiture, recoupment, reimbursement, or reacquisition upon the occurrence of certain specified events. Each award will be subject to our clawback policy in effect as of the date the award is granted or any other

clawback policy of ours, as may be established and/or amended from time to time to comply with applicable laws. The administrator may require a participant to forfeit, return or reimburse us all or a portion of the award and any amounts paid under the award, according to any applicable clawback policy or in order to comply with applicable laws.

Amendment; Termination. The administrator will have the authority to amend, alter, suspend or terminate our 2024 Plan, provided such action does not materially impair the rights of any participant, unless mutually agreed to in writing between the participant and the administrator. Our 2024 Plan will continue in effect until terminated by the administrator, but (i) no incentive stock options may be granted after ten years from the date our 2024 Plan is adopted by our board of directors and (ii) the automatic annual increases to the number of shares available for issuance under our 2024 Plan will operate only until the tenth anniversary of the date our 2024 Plan is adopted by our board of directors.

2024 Employee Stock Purchase Plan

Our board of directors has adopted, and, prior to the completion of this offering, we expect our stockholders will approve, our 2024 Employee Stock Purchase Plan (our ESPP). We expect that our ESPP will be effective on the business day immediately prior to the effective date of the registration statement of which this prospectus forms a part. We believe that allowing our employees to participate in our ESPP will provide them with a further incentive towards promoting our success and accomplishing our corporate goals.

Authorized Shares. A total of 715,000 shares of our Class A common stock will be available for sale under our ESPP. The number of shares of our Class A common stock that will be available for sale under our ESPP also includes an annual increase on the first day of each fiscal year beginning with our 2025 fiscal year, equal to the least of:

- 1,100,000 shares;
- 1% of the outstanding shares of all classes of our common stock as of the last day of the immediately preceding fiscal year; or
- such other amount as the administrator may determine.

Administration. Our board of directors or a committee appointed by our board of directors will administer our ESPP. We expect that the compensation committee of our board of directors will initially administer our ESPP. The administrator will have full and exclusive discretionary authority to construe, interpret and apply the terms of the ESPP, delegate ministerial duties to any of our employees, designate separate offerings under the ESPP, designate our subsidiaries and affiliates as participating in the ESPP, determine eligibility, adjudicate all disputed claims filed under the ESPP, and establish procedures that it deems necessary or advisable for the administration of the ESPP, such as adopting such rules, procedures, sub-plans, and appendices to subscription agreements as are necessary or appropriate to permit participation in the ESPP by employees who are foreign nationals or employed outside the United States. The administrator's findings, decisions and determinations will be final and binding on all participants to the full extent permitted by law.

Eligibility. Generally, all of our employees will be eligible to participate if they are customarily employed by us, or any participating subsidiary or affiliate, for at least 20 hours per week and more than five months in any calendar year. The administrator, in its discretion, may, prior to an enrollment date, for all options to be granted on such enrollment date in an offering, determine that an employee who (i) has not completed at least 2 years of service (or a lesser period of time determined by the administrator) since the employee's last hire date, (ii) customarily works not more than 20 hours per week (or a lesser period of time determined by the administrator), (iii) customarily works not more than 5 months per calendar year (or a lesser period of time determined by the administrator), (iv) is a highly compensated employee within the meaning of Section 414(q) of the Code, or (v) is a highly compensated employee within the meaning of Section 414(q) of the Code with compensation above a certain level or is an officer or subject to

disclosure requirements under Section 16(a) of the Exchange Act, is or is not eligible to participate in such offering period.

However, an employee may not be granted rights to purchase shares of our Class A common stock under our ESPP if such employee:

- immediately after the grant would own capital stock and/or hold outstanding options to purchase such stock possessing 5% or more of the total combined voting power or value of all classes of capital stock of ours or of any parent or subsidiary of ours; or
- holds rights to purchase shares of our common stock under all employee stock purchase plans of ours or any parent or subsidiary of ours that accrue at a rate that exceeds $25,000 worth of shares of our common stock for each calendar year in which such rights are outstanding at any time.

Offering Periods. Our ESPP will include a component that allows us to make offerings intended to qualify under Section 423 of the Code and a component that allows us to make offerings not intended to qualify under Section 423 of the Code to designated companies, as described in our ESPP. Our ESPP will provide for consecutive six-month offering periods. The offering periods will be scheduled to start on the first trading day on or after May 15 and November 15 of each year, except the first offering period will commence on the first trading day on or after the effective date of the registration statement of which this prospectus forms a part and will end on the first trading day on or after November 15, 2024, and the second offering period will commence on the same date. Unless the administrator determines otherwise, each offering period will have a single purchase period that has the same duration as, and coincides with the length of, the offering period.

Contributions. Our ESPP will permit participants to purchase shares of our Class A common stock through contributions (in the form of payroll deductions or otherwise to the extent permitted by the administrator) of up to 15% of their eligible compensation, which includes a participant's base straight time gross earnings but excludes payments for commissions, incentive compensation, bonuses, payments for overtime and shift premium, equity compensation income and other similar compensation. Unless otherwise determined by the administrator, during an offering period, a participant may make a one-time decrease (but not increase) to the rate of the participant's contributions.

Exercise of Purchase Right. Amounts contributed and accumulated by the participant will be used to purchase shares of our Class A common stock at the end of each offering period. A participant may purchase a maximum of 5,000 shares of our Class A common stock during a purchase period. The per share purchase price of the shares will be 85% of the lower of the fair market value of a share of our Class A common stock on the first trading day of the offering period or on the exercise date. If the administrator determines that offering periods under our ESPP will have more than one purchase period and the fair market value of a share of our Class A common stock on the exercise date is less than the fair market value of a share of our Class A common stock on the first trading day of the offering period, then all participants in the offering period automatically will be withdrawn from the offering period immediately after the exercise of all options outstanding as of such exercise date and automatically will be re-enrolled in the immediately following offering period. Participants may end their participation at any time during an offering period and will be paid their accrued contributions that have not yet been used to purchase shares of our Class A common stock. Participation ends automatically upon termination of employment with us.

Non-Transferability. A participant will not be permitted to transfer contributions credited to such participant's account or rights granted under our ESPP (other than by will, the laws of descent and distribution or as otherwise provided under our ESPP).

Merger or Change in Control. Our ESPP will provide that in the event of a merger or change in control, as defined under our ESPP, a successor corporation (or a parent or subsidiary of the successor corporation) may assume or substitute each outstanding purchase right. If the successor corporation

refuses to assume or substitute for the outstanding purchase right, the offering period with respect to which the purchase right relates will be shortened, and a new exercise date will be set that will be before the date of the proposed merger or change in control. The administrator will notify each participant that the exercise date has been changed and that the participant's option will be exercised automatically on the new exercise date unless prior to such date the participant has withdrawn from the offering period.

Amendment; Termination. The administrator will have the authority to amend, suspend or terminate our ESPP. Our ESPP automatically will terminate in 2044, unless we terminate it sooner.

2011 Equity Incentive Plan

We adopted our 2011 Plan in 2011. Our 2011 Plan provides for the grant of incentive stock options, within the meaning of Section 422 of the Code, to our employees and any of our parent and subsidiary corporations' employees, and for the grant of nonstatutory stock options, stock appreciation rights, restricted stock, and restricted stock units to our employees, directors and consultants and our parent and subsidiary corporations' employees and consultants.

Immediately before the effectiveness of the 2024 Plan, our 2011 Plan will be terminated, and no additional awards will be granted under our 2011 Plan. However, our 2011 Plan will continue to govern the terms and conditions of the outstanding awards previously granted under our 2011 Plan until such outstanding awards are exercised, terminate or expire by their terms.

Authorized Shares. As of December 31, 2023, (i) 9,457,531 shares of our Class A common stock were reserved for issuance pursuant to our 2011 Plan, (ii) options to purchase 4,516,612 shares of our Class A common stock were outstanding under our 2011 Plan, and (iii) there were 113,846 shares of restricted stock outstanding under our 2011 Plan.

Plan Administration. Our 2011 Plan is administered by our board of directors or one or more committees appointed by our board of directors. Subject to the provisions of our 2011 Plan, the administrator has the power to administer our 2011 Plan and make all determinations deemed necessary or advisable for administering our 2011 Plan, such as the power to determine the fair market value of our Class A common stock; select the service providers to whom awards may be granted; determine the number of shares covered by each award; approve forms of award agreements for use under our 2011 Plan; determine the terms and conditions of awards (such as the exercise price, the time or times at which awards may be exercised, any vesting acceleration or waiver or forfeiture restrictions and any restriction or limitation regarding any award or the shares relating to the award); prescribe, amend and rescind rules and regulations relating to the 2011 Plan, including rules and regulations relating to sub-plans established for the purpose of satisfying applicable foreign laws or for qualifying for favorable tax treatment under applicable foreign laws; construe and interpret the terms of our 2011 Plan and awards granted under it; modify or amend each award, such as the discretionary authority to extend the post-service exercisability period of awards and to extend the maximum term of an option; and allow a participant to defer the receipt of payment of cash or the delivery of shares that would otherwise be due to such participant under an award. The administrator also has the authority to institute an exchange program by which outstanding awards may be surrendered or cancelled in exchange for awards of the same type (which may have a higher or lower exercise price and/or different terms), awards of a different type and/or cash, by which participants would have the opportunity to transfer outstanding awards to a financial institution or other person or entity selected by the administrator, or by which the exercise price of an outstanding award is increased or reduced. The administrator's decisions, interpretations and other actions are final and binding on all participants.

Stock Options. We may grant stock options under our 2011 Plan. The per share exercise price of options granted under our 2011 Plan must be at least equal to the fair market value of a share of our Class A common stock on the date of grant. The term of an incentive stock option may not exceed ten years. With respect to any incentive stock option granted to an employee who owns more than 10% of the voting power of all classes of our (or any parent or subsidiary of ours) outstanding stock, the term of the

incentive stock option must not exceed five years and the per share exercise price of the incentive stock option must equal at least 110% of the fair market value of a share of our Class A common stock on the grant date. The administrator will determine the methods of payment of the exercise price of an option, which may include cash, shares or other property acceptable to the administrator to the extent permitted by applicable law. After a participant's status as a service provider ends, the participant will be able to exercise the vested portion of the participant's option for 6 months after the end of service provider status due to the participant's death or disability, 30 days after the end of service provider status for any other reason, or any longer period of time provided in the participant's option agreement. However, no option may be exercised after the expiration of the term of the option.

Stock Appreciation Rights. We may grant stock appreciation rights under our 2011 Plan. Stock appreciation rights allow the recipient to receive the appreciation in the fair market value of the underlying shares of our Class A common stock between the exercise date and the date of grant. Stock appreciation rights may not have a term exceeding ten years. Subject to the provisions of our 2011 Plan, the administrator will determine the other terms of stock appreciation rights, including when such rights become exercisable and whether to pay any increased appreciation in cash or with shares of our Class A common stock, or a combination thereof, except that the per share exercise price for the shares to be issued pursuant to the exercise of a stock appreciation right will be no less than 100% of the fair market value of a share of our Class A common stock on the date of grant. After a participant's status as a services provider ends, the same rules relating to the exercise of options will apply to the participant's stock appreciation rights.

Restricted Stock. We may grant restricted stock under our 2011 Plan. Restricted stock awards are grants of shares of our Class A common stock that vest in accordance with terms and conditions established by the administrator. The administrator will determine the number of shares of restricted stock granted to any employee, director or consultant and, subject to the provisions of our 2011 Plan, will determine the terms and conditions of such awards. The administrator will be able to impose whatever vesting conditions it determines to be appropriate (for example, the administrator may set restrictions based on the achievement of specific performance goals or continued service to us), except the administrator, in its sole discretion, may accelerate the time at which any restrictions will lapse or be removed. Recipients of restricted stock awards generally will have voting and dividend rights with respect to such shares upon grant without regard to vesting, unless the administrator provides otherwise. Shares of restricted stock that do not vest are subject to our right of repurchase or forfeiture.

Restricted Stock Units. We may grant restricted stock units under our 2011 Plan. Restricted stock units are bookkeeping entries representing an amount equal to the fair market value of one share of our Class A common stock. Subject to the provisions of our 2011 Plan, the administrator will determine the terms and conditions of restricted stock units, including the vesting criteria and the form and timing of payment. The administrator may set vesting criteria based upon the achievement of company-wide, business unit or individual goals (such as continued employment or service), or any other basis determined by the administrator in its discretion. The administrator, in its sole discretion, may pay earned restricted stock units in the form of cash, in shares or in some combination thereof. In addition, the administrator, in its sole discretion, may accelerate the time at which any restrictions will lapse or be removed.

Non-Transferability of Awards. Unless the administrator provides otherwise, our 2011 Plan generally does not allow for the transfer of awards and only the recipient of an award may exercise an award during the recipient's lifetime. If the administrator makes an award transferable, such award will contain such additional terms and conditions as the administrator deems appropriate.

Certain Adjustments. In the event of certain changes in our capitalization, to prevent diminution or enlargement of the benefits or potential benefits available under our 2011 Plan, the administrator will adjust the number and class of shares that may be delivered under our 2011 Plan and/or the number, class and price of shares covered by each outstanding award set forth in our 2011 Plan.

Dissolution or Liquidation. In the event of our proposed liquidation or dissolution, the administrator will notify participants as soon as practicable prior to the effective date of such proposed transaction, and to the extent not exercised, all awards will terminate immediately prior to the consummation of such proposed transaction.

Merger or Change in Control. Our 2011 Plan provides that in the event of a merger or change in control, as defined under our 2011 Plan, each outstanding award will be treated as the administrator determines, without a participant's consent. The administrator is not required to treat all awards, all awards held by a participant, or all awards of the same type, similarly.

If a successor corporation does not assume or substitute for any outstanding award, the participant will fully vest in and have the right to exercise all of the participant's outstanding options and stock appreciation rights, all restrictions on restricted stock and restricted stock units will lapse, and, for awards with performance-based vesting, all performance goals or other vesting criteria will be deemed achieved at 100% of target levels and all other terms and conditions met. If an option or stock appreciation right is not assumed or substituted in the event of a change in control, the administrator will notify the participant in writing or electronically that such option or stock appreciation right will be exercisable for a period of time determined by the administrator in its sole discretion and the option or stock appreciation right will terminate upon the expiration of such period.

Amendment; Termination. The board of directors has the authority to amend our 2011 Plan, provided such action does not impair the rights of any participant, unless mutually agreed to in writing between the participant and the administrator. As noted above, immediately before our 2024 Plan becomes effective, our 2011 Plan will terminate, and no further awards will be granted under our 2011 Plan. However, our 2011 Plan will continue to govern the terms and conditions of the outstanding awards previously granted under our 2011 Plan.

401(k) Plan

We maintain a tax-qualified 401(k) retirement plan for all U.S. employees. Under our 401(k) plan, employees may elect to defer up to all eligible compensation, subject to applicable annual Code limits, on a pre-tax or after-tax (Roth) basis, through contributions to the 401(k) plan. The 401(k) plan authorizes employer safe harbor contributions. We intend for our 401(k) plan to qualify under Section 401(a) and 501(a) of the Code so that pre-tax contributions by employees to our 401(k) plan and income earned on those contributions are not taxable to employees until distributed from our 401(k) plan and earnings on Roth contributions are not taxable when distributed from the 401(k) plan.

Clawback Policy

As a public company, if we are required to restate our financial results due to our material noncompliance with any financial reporting requirements under the federal securities laws as a result of misconduct, our Chief Executive Officer and Chief Financial Officer may be required to reimburse us for any bonus or other incentive-based or equity-based compensation they receive in accordance with the provisions of Section 304 of the Sarbanes-Oxley Act of 2002. Additionally, we will implement a Dodd-Frank Wall Street Reform and Consumer Protection Act-compliant compensation recoupment policy in accordance with SEC and the applicable securities exchange requirements.

Limitation of Liability and Indemnification of Directors and Officers

Our amended and restated certificate of incorporation and amended and restated bylaws, each to be effective at the completion of this offering, provides that we will indemnify our directors and officers, and may indemnify our employees and other agents, or other persons, to the fullest extent permitted by Delaware law. Our amended and restated certificate of incorporation eliminates personal liability of our directors and officers for monetary damages for breach of fiduciary duty as one of our directors or officers,

to the fullest extent permitted by Delaware law. Delaware law prohibits our amended and restated certificate of incorporation from limiting the liability of our directors or officers for the following:

- any breach of the director's or officer's duty of loyalty to us or to our stockholders;
- acts or omissions of a director or officer not in good faith or that involve intentional misconduct or a knowing violation of law;
- with respect to a director, unlawful payment of dividends or unlawful stock repurchases or redemptions;
- any transaction from which the director or officer derived an improper personal benefit; and
- with respect to an officer, any action by or in our right.

If Delaware law is amended to authorize corporate action further eliminating or limiting the personal liability of a director or officer, then the liability of our directors and officers will be eliminated or limited to the fullest extent permitted by Delaware law, as so amended. Our amended and restated certificate of incorporation does not eliminate a director's or officer's duty of care and, in appropriate circumstances, equitable remedies, such as injunctive or other forms of non-monetary relief, remain available under Delaware law. This provision also does not affect a director's or officer's responsibilities under any other laws, such as the federal securities laws or other state or federal laws. Under our amended and restated bylaws, we will also be empowered to purchase insurance on behalf of any person whom we are required or permitted to indemnify.

In addition to the indemnification required in our amended and restated certificate of incorporation and amended and restated bylaws, we have entered into an indemnification agreement with each member of our board of directors and certain of our officers prior to the completion of the offering. These agreements provide for the indemnification of our directors and officers for certain expenses and liabilities incurred in connection with any action, suit, proceeding, or alternative dispute resolution mechanism or hearing, inquiry, or investigation that may lead to the foregoing, to which they are a party, or are threatened to be made a party, by reason of the fact that they are or were a director, officer, employee, agent or fiduciary of us, or any of our subsidiaries, by reason of any action or inaction by them while serving as an officer, director, agent or fiduciary, or by reason of the fact that they were serving at our request as a director, officer, employee, agent, or fiduciary of another entity. In the case of an action or proceeding by or in the right of us or any of our subsidiaries, no indemnification will be provided for any claim where a court determines that the indemnified party is prohibited from receiving indemnification. We believe that these charter and bylaw provisions and indemnification agreements are necessary to attract and retain qualified persons as directors and officers.

The limitation of liability and indemnification provisions in our amended and restated certificate of incorporation and amended and restated bylaws may discourage stockholders from bringing a lawsuit against directors for breach of their fiduciary duties. They may also reduce the likelihood of derivative litigation against directors and officers, even though an action, if successful, might benefit us and our stockholders. Moreover, a stockholder's investment may be harmed to the extent we pay the costs of settlement and damage awards against directors and officers pursuant to these indemnification provisions. Insofar as indemnification for liabilities arising under the Securities Act may be permitted to our directors, officers, and controlling persons pursuant to the foregoing provisions, or otherwise, we have been advised that, in the opinion of the SEC, such indemnification is against public policy as expressed in the Securities Act, and is, therefore, unenforceable. There is no pending litigation or proceeding naming any of our directors or officers as to which indemnification is being sought, nor are we aware of any pending or threatened litigation that may result in claims for indemnification by any director or officer.

CERTAIN RELATIONSHIPS AND RELATED PARTY TRANSACTIONS

The following is a description of certain relationships and transactions since January 1, 2020 involving our directors, executive officers, or beneficial holders of more than 5% of our capital stock. Compensation arrangements with our directors and officers are described in "Management—Director Compensation," "Executive Compensation," and "Management."

2022 Promissory Notes

On March 24, 2022 (the Initial Closing), the Company issued convertible unsecured subordinated promissory notes (the notes or convertible notes) to certain investors, including certain related parties and a former officer of the Company as provided in the table below, in an aggregate principal amount of $75.0 million with a maturity date of March 24, 2027. Up to but not including the date that is 18 months after the Initial Closing, the convertible notes bear interest at a rate of 6.00% per annum, payable quarterly in cash or as payment-in-kind at the Company's election. Thereafter, subject to certain exceptions, the convertible notes bear interest at a rate of (A) the greater of (x) the three-month Secured Overnight Financing Rate and (y) 1.00% plus (B) 5.00%, payable quarterly in cash.

The outstanding amount of the notes will automatically convert into shares of the Company's common stock upon the closing of the initial public offering. The conversion price is the lesser of (i) $2.5 billion divided by the fully diluted capitalization of the Company immediately prior to the closing of the initial public offering and (ii) the "price to the public" in this offering multiplied by the applicable discount rate. The discount rate upon the closing of the initial public offering prior to or on the date 18 months after the Initial Closing is 77.5% and thereafter is 72.5%.

Investor		Note Amount
KDT Ibotta Holdings, LLC[1]	$	69,450,000
Sean C. Grimsley and Emily S. William Trust[2]	$	500,000
David T. & Lynn J. Leach[3]	$	500,000
The Gaudiani Family Trust u/a 6/26/91[4]	$	500,000
WS Investment Company LLC[5]	$	100,000

(1) Koch Disruptive Technologies, LLC is the sole purchaser of the Company's Series D convertible preferred stock and beneficial owner of more than 5% of the Company's outstanding capital stock and is affiliated with Byron Knight, a former member of our board of directors.
(2) The Sean C. Grimsley and Emily S. William Trust is the trust of our former General Counsel, Sean Grimsley.
(3) David T. & Lynn J. Leach are Bryan Leach's father and step-mother.
(4) The Gaudiani Family Trust u/a 6/26/91 co-trustees are Bryan Leach's mother-in-law and father-in-law.
(5) WS Investment Company LLC is affiliated with Wilson Sonsini Goodrich and Rosati, Professional Corporation, which is outside corporate counsel to the Company.

Agreements with Walmart

In May 2021, we entered into a Performance Network & Digital Item-Level Rebates Program Agreement (the Walmart Program Agreement) and the Walmart Warrant with Walmart.

Walmart Program Agreement

On May 17, 2021, we entered into the Walmart Program Agreement with Walmart, a beneficial owner of more than 5% of our capital stock, that makes Ibotta the exclusive provider of digital item-level rebate offer content for Walmart U.S., across all product categories, for online and offline shopping. The Walmart Program Agreement is a multi-year arrangement and automatically renews for successive 24-month periods unless either party provides notice of termination at least 180 days prior to the expiration of the applicable period. The Walmart Program Agreement can be terminated by Walmart with at least 270 days notice to us (provided that Walmart cannot replace us during the then-remaining term of the Walmart

Program Agreement with a digital offers program created by Walmart or a third-party), and may be terminated under certain circumstances including for material breach by either party. In 2023, redemption revenue attributable to redemptions made through our strategic relationship with Walmart was less than 30% of our total redemption revenue.

Walmart Warrant

On May 17, 2021, we issued the Walmart Warrant to Walmart, the beneficial owner of more than 5% of our capital stock, to purchase up to 3,528,577 shares of our common stock at an exercise price of $70.12 per share for an aggregate purchase price of approximately $247.4 million, provided that if our stock is priced in this offering at less than $70.12 per share, the exercise price will be decreased to a price that is 10% below the price specified for in this offering. Exercise of the right to purchase certain Walmart Warrant Shares is subject to certain conditions, including the achievement of certain milestones and satisfaction of obligations of both parties, or (with respect to 1,411,430 of such shares) the passage of time after the achievement of certain milestones, subject to acceleration if certain operating goals are achieved. As of December 31, 2023, 1,940,718 shares were exercisable pursuant to the terms of the Walmart Warrant. If we increase or decrease the shares of our fully diluted capital stock prior to the consummation of this offering, the number Walmart Warrant Shares exercisable shall be increased or decreased, as applicable, by an amount equal to 12.4% of the total increase or decrease of our fully diluted capitalization. We estimate that the Walmart Warrant Shares will be adjusted to a new total of 4,162,957 shares, following the issuance of 1,294,799 shares of our Class A common stock upon the automatic conversion of the convertible notes, based upon an assumed initial public offering price of $80.00 per share, which is the midpoint of the price range set forth on the cover page of this prospectus, and after taking into account option and restricted stock unit grants made following the issuance of the Walmart Warrant. Failure to satisfy those conditions or termination of the Walmart Program Agreement could decrease the number of shares subject to the Walmart Warrant or the date upon which the warrants are available for exercise. The Walmart Warrant expires, and is no longer exercisable effective May 17, 2031, or May 17, 2028 in certain cases if the Walmart Program Agreement is no longer in effect. The Walmart Warrant contains customary provisions for the adjustment of the exercise price and the number of shares issuable upon the exercise of the Walmart Warrant in the event of certain stock dividends, stock splits, reorganizations, recapitalizations, consolidations, mergers, or similar events affecting our existing common stock.

Retention of Wilson Sonsini Goodrich & Rosati, P.C.

Larry W. Sonsini is a member of our board of directors and a member of the law firm of Wilson Sonsini Goodrich and Rosati, Professional Corporation (Wilson Sonsini), which is also outside corporate counsel to the Company. For the years ended December 31, 2023 and 2022, the Company incurred expenses for legal services rendered by Wilson Sonsini totaling $2.0 million and $0.5 million, respectively. We believe that our arrangements with Wilson Sonsini were on terms no less favorable to us than would have been available from unrelated law firms of similar size and stature.

Directed Share Program

At our request, the underwriters have reserved up to 5% of the shares of Class A common stock offered by this prospectus for sale at the initial public offering price per share through a directed share program to certain persons identified by management, which may include certain members of our board of directors. See the section titled "Underwriting—Directed Share Program."

Stockholders' Agreement

We are party to a stockholders' agreement, as amended, with certain holders of our capital stock, including Clark Jermoluk Founders Fund I LLC and KDT Ibotta Holdings, LLC, who each beneficially own more than 5% of our outstanding capital stock, and certain of our executive officers and directors and their immediate family. Under the stockholders' agreement, if we grant investors in a subsequent financing the right to cause us to register our securities with the Securities and Exchange Commission,

we are required to provide such registration rights to certain holders of our securities. These registration rights will terminate immediately prior to the closing of this offering. See the section titled “Description of Capital Stock—Registration Rights” for additional information regarding these registration rights.

Indemnification Agreements

Our amended and restated certificate of incorporation, which will be in effect upon the completion of this offering, will contain provisions limiting the liability of the members of our board of directors and officers, and our amended and restated bylaws, which will be in effect upon the completion of this offering, will provide that we will indemnify our officers and the members of our board of directors to the fullest extent permitted under Delaware law. Our amended and restated certificate of incorporation and amended and restated bylaws will also provide our board of directors with discretion to indemnify our employees and other agents, or any other persons, when it determines to be appropriate. In addition, we have entered into an indemnification agreement with each of our executive officers and the members of our board of directors requiring us to indemnify them. See the section titled “Executive Compensation— Limitation of Liability and Indemnification of Directors and Officers.”

Related Party Transaction Policy

Our audit committee has the primary responsibility for reviewing and approving or disapproving “related party transactions,” which are transactions between us and related persons in which the aggregate amount involved exceeds or may be expected to exceed $120,000 and in which a related person has or will have a direct or indirect material interest. The charter of our audit committee provides that our audit committee shall review and approve in advance any related party transaction.

Our board of directors has adopted an updated formal written policy providing that we are not permitted to enter into any transaction that exceeds $120,000 and in which any related person has a direct or indirect material interest without the consent of our audit committee. In approving or rejecting any such transaction, our audit committee is to consider the relevant facts and circumstances available and deemed relevant to our audit committee, including whether the transaction is on terms no less favorable than terms generally available to an unaffiliated third-party under the same or similar circumstances and the extent of the related person’s interest in the transaction.

Other Transactions

We have granted stock options to our executive officers and certain of our directors. See “Management—Director Compensation,” “Executive Compensation,” and “Management.”

To facilitate the Class B Stock Exchange, we have entered into an exchange agreement with Bryan Leach and certain related entities, pursuant to which 3,668,427 shares of our Class A common stock beneficially owned by Mr. Leach and certain related entities will automatically be exchanged for an equivalent number of shares of our Class B common stock immediately following the effectiveness of the amended and restated certificate of incorporation. In addition, immediately following the effectiveness of the amended and restated certificate of incorporation and pursuant to an Equity Exchange Right Agreement entered into between us and Mr. Leach, Mr. Leach will have a right (but not an obligation) to require us to exchange any shares of Class A common stock received as a result of the exercise, vesting, and/or settlement of options to purchase shares of Class A common stock and/or restricted stock units covering shares of Class A common stock, in each case, outstanding immediately prior to the effectiveness of the amended and restated certificate of incorporation for a number of shares of Class B common stock of equivalent value. The Equity Award Exchange applies only to equity awards granted to Mr. Leach prior to the effectiveness of the filing of our amended and restated certificate of incorporation. As of December 31, 2023, there were 1,029,942 shares of our common stock subject to options held by Mr. Leach that may be exchanged, upon exercise, for a number of shares of our Class B common stock of equivalent value following this offering.

PRINCIPAL AND SELLING STOCKHOLDERS

The following table sets forth certain information with respect to the beneficial ownership of our common stock as of March 21, 2024, referred to below as the "Beneficial Ownership Date," and as adjusted to reflect the sale of shares of our Class A common stock by us in this offering, assuming no exercise of the underwriters' option to purchase additional shares of Class A common stock offered by the selling stockholders in this prospectus, by:

- each person, or group of affiliated persons, who is known by us to beneficially own more than 5% of our Class A or Class B common stock;
- each of our named executive officers;
- each of our directors;
- all of our current executive officers and directors as a group; and
- each of the selling stockholders.

Beneficial ownership is determined in accordance with the rules of the Securities and Exchange Commission. In computing the number of shares beneficially owned by a person and the percentage ownership of that person, shares of common stock subject to options or warrants held by that person that are currently exercisable or exercisable within 60 days of the Beneficial Ownership Date are deemed outstanding, but are not deemed outstanding for computing the percentage ownership of any other person.

Percentage of beneficial ownership and voting power prior to the offering are based on 23,086,487 shares of our Class A common stock and 3,668,427 shares of our Class B common stock outstanding as of the Beneficial Ownership Date, after giving effect to the Capital Stock Conversion, the Notes Conversion, the Reclassification, the Class B Stock Exchange, and the filing and effectiveness of our amended and restated certificate of incorporation and assumes no exercise by the underwriters of their option to purchase 843,750 additional shares of our Class A common stock from the selling stockholders. The issuance of 1,294,799 shares of Class A common stock issuable upon the Notes Conversion, upon completion of this offering, in each case, is based on an assumed initial public offering price of $80.00 per Class A common stock, which is the midpoint of the range set forth on the cover page of the prospectus. We have also deemed, pursuant to the Equity Exchange Right Agreement, the full exchange of shares of Class A common stock received upon the exercise of 594,986 options to purchase shares of Class A common stock held by Bryan Leach, which options are currently exercisable or exercisable within 60 days of the Beneficial Ownership Date.

Percentage of beneficial ownership and voting power after the offering assume the sale of shares of Class A common stock by us in this offering, assuming the underwriters do not exercise their option to purchase additional shares of Class A common stock. In addition, at our request, the underwriters have reserved up to 5% of the shares of Class A common stock offered by this prospectus for sale at the initial public offering price through a directed share program to certain persons identified by management, which may include certain members of our board of directors. The table below does not reflect any purchases by these potential purchasers. If any shares are purchased by our existing principal stockholders, directors, or their affiliated entities, the number and percentage of shares of our Class A common stock beneficially owned by such persons after this offering will be higher than those set forth in the table below.

Unless otherwise indicated, the address of each beneficial owner listed in the table below is c/o Ibotta, Inc., 1801 California Street, Suite 400, Denver, Colorado 80202.

	Shares Beneficially Owned Prior to this Offering						Shares Beneficially Owned After this Offering				
Name of Beneficial Owner	Class A Common Stock	Percentage	Class B Common Stock	Percentage	Percentage of Total Voting Power Before this Offering	Shares of Class A Common Stock Being Offered	Class A Common Stock	Percentage	Class B Common Stock	Percentage	Percentage of Total Voting Power After this Offering
5% or Greater Stockholders:											
Clark Jermoluk Founders Fund I LLC [1]	5,762,457	24.96 %	—	—	5.97 %	—	5,762,457	19.20 %	—	— %	6.21 %
KDT Ibotta Holdings, LLC [2]	4,799,140	20.79 %	—	—	4.98 %	1,133,572	4,864,556	16.21 %	—	— %	5.24 %
Walmart Inc. [3]	2,705,923	10.49 %	—	—	%	—	2,705,923	8.27 %	—	— %	2.83 %
Named Executive Officers and Directors:											
Bryan Leach [4]	—	—	4,263,413	100.00 %	78.69 %	531,000	—	—	3,732,413	100.00 %	71.33 %
Amir El Tabib [5]	78,494	*	—	—	*	19,763	58,731	*	—	—	*
Luke Swanson [6]	942,888	4.05 %	—	—	*	140,538	802,350	2.66 %	—	—	*
Stephen Bailey	—	—	—	—	—	—	—	—	—	—	—
Amanda Baldwin [7]	21,182	*	—	—	*	—	21,182	*	—	—	*
Amit Doshi [8]	286,531	1.24 %	—	—	*	47,779	238,752	*	—	—	*
Thomas Lehrman [9]	1,033,766	4.48 %	—	—	1.07 %	195,421	838,345	2.79 %	—	—	*
Valarie Sheppard [10]	21,182	*	—	—	*	—	21,182	*	—	—	*
Larry W. Sonsini [11]	296,910	1.29 %	—	—	*	—	298,636	1.00 %	—	—	*
All executive officers and directors as a group (14 persons) [12]	3,532,908	14.97 %	4,263,413	100.00 %	81.57 %	2,148,879	3,050,327	9.99 %	3,732,413	100.00 %	73.88 %
Other Selling Stockholders:											
Kane McCord [13]	735,573	3.19 %	—	—	*	88,000	647,573	2.16 %	—	—	*
Former Employees [14]	560,138	*	—	—	*	105,716	463,054	*	—	—	*
Other Current Employees [14]	491,609	*	—	—	*	76,391	142,873	*	—	—	*
Other Stockholders [14]	4,193,996	*	—	—	*	706,014	3,550,994	*	—	—	*

(1) The address of Clark Jermoluk Founders Fund I LLC is c/o Louis M. Cohen, CPA, EisnerAmper Advisory Group, LLC, 505 S. Flager Dr. Suite 900, West Palm Beach, FL 33401.

(2) Consists of (i) 4,799,140 shares of Class A common stock held directly by KDT Ibotta Holdings, LLC and (ii) 1,198,988 shares of Class A common stock issuable upon the conversion of convertible promissory notes at a conversion price of $58.00 per share, based on an assumed initial public offering price of $80.00 per Class A common stock, which is the midpoint of the range set forth on the cover page of the prospectus, held directly by KDT Ibotta Holdings, LLC. The address of Koch Industries, Inc., which indirectly owns Koch Disruptive Technologies, LLC, which directly owns KDT Ibotta Holdings, LLC and has voting and investment control over such shares, is 4111 East 37th Street North, Wichita, KS 67220.

(3) Consists of 2,705,923 shares of Class A common stock subject to a warrant that is exercisable within 60 days of the Beneficial Ownership Date, as adjusted according to the terms of the warrant following the issuance of 1,294,799 shares of our Class A common stock upon the automatic conversion of the convertible notes, based upon an assumed initial public offering price of $80.00 per share, which is the midpoint of the price range set forth on the cover page of this prospectus, and after taking into account option and restricted stock unit grants made following the issuance of Class A common stock warrants held by Walmart Inc. The address of Walmart Inc. is 702 S.W. 8th Street, Bentonville, AR 72716.

(4) Consists of (i) 2,768,427 shares of Class B common stock held directly by Mr. Leach, (ii) 900,000 shares of Class B common stock beneficially owned by trusts for the benefit of Mr. Leach's family (the Family Trusts), and (iii) 594,986 shares of Class A common stock subject to stock options that are exercisable within 60 days of the Beneficial Ownership Date, which can be exchanged for Class B common stock pursuant to the Equity Exchange Right Agreement. By virtue of his relationship with the Family Trusts, Mr. Leach is deemed to have an indirect beneficial

interest in the shares of Class B common stock held by the Family Trusts. Mr. Leach disclaims beneficial ownership of the shares held by the Family Trusts.

(5) Consists of (i) 54,530 shares of Class A common stock held directly by Mr. El-Tabib and (ii) 23,964 shares of Class A common stock subject to stock options that are exercisable within 60 days of the Beneficial Ownership Date.

(6) Consists of (i) 726,306 shares of Class A common stock held directly by Mr. Swanson, (ii) 45,045 shares of Class A common stock held by Flat Tops Ventures, LLC, which is 1% owned by Mr. Swanson and 99% owned by the Swanson 2021 Irrevocable Trust for the benefit of Mr. Swanson's children, and (iii) 171,537 shares of Class A common stock subject to stock options that are exercisable within 60 days of the Beneficial Ownership Date. Mr. Swanson's spouse is the trustee of the Swanson 2021 Irrevocable Trust. By virtue of his relationship with the Swanson 2021 Irrevocable Trust, Mr. Swanson is deemed to have an indirect beneficial interest in the shares of Class A common stock held indirectly by the Swanson 2021 Irrevocable Trust.

(7) Consists of 21,182 shares of Class A common stock subject to stock options held by Amanda Baldwin that are exercisable within 60 days of the Beneficial Ownership Date.

(8) Consists of (i) 33,783 shares of Class A common stock directly held by Mr. Doshi and (ii) 252,748 shares of Class A common stock held by Harbor Spring Master Fund, LP. Harbor Spring Capital, LLC is the Investment Manager of Harbor Spring Master Fund, LP. Mr. Doshi is the Managing Partner of Harbor Spring Capital, LLC. Each of Harbor Spring Master Fund, LP, Harbor Spring Capital, LLC and Mr. Doshi may be deemed to beneficially own the securities held by Harbor Spring Master Fund, LP. Mr. Doshi has voting and investment control over both Harbor Spring Master Fund, LP and Harbor Spring Capital, LLC. Harbor Spring Master Fund, LP is selling 47,779 shares of Class A common stock in this offering.

(9) Consists of (i) 359,003 shares of Class A common stock held directly by Mr. Lehrman, (ii) 172,265 shares of Class A common stock held by Four Ways, LLC, of which Mr. Lehrman is a member and has voting and investment control, (iii) 235,452 shares of Class A common stock held by Haystack Partners I LP, of which Mr. Lehrman is a partner and has voting and investment control, and (iv) 267,046 shares of Class A common stock held by LFP 2, LLC, of which Mr. Lehrman is a member and has voting and investment control.

(10) Consists of 21,182 shares of Class A common stock subject to stock options held by Valarie Sheppard that are exercisable within 60 days of the Beneficial Ownership Date.

(11) Consists of (i) 60,000 shares of Class A common stock held directly by Mr. Sonsini, (ii) 191,270 shares of Class A common stock held by WS Investment Company LLC (2011A), of which Mr. Sonsini is a member and has voting and investment control, (iii) 24,390 shares of Class A common stock held by WS Investment Company, LLC (2013A), of which Mr. Sonsini is a member and has voting and investment control, (iv) 6,459 shares of Class A common stock held by WS Investment Company, LLC (2015A), of which Mr. Sonsini is a member and has voting and investment control,(v) 2,153 shares of Class A common stock held by WS Investment Company, LLC (2015C), of which Mr. Sonsini is a member and has voting and investment control, (vi) 12,638 shares of Class A common stock held by WS Investment Company, LLC (2017A), of which Mr. Sonsini is a member and has voting and investment control, and (vii) 1,726 shares of Class A common stock issuable upon the conversion of convertible promissory notes at a conversion price of $58.00 per share, based on an assumed initial public offering price of $80.00 per Class A common stock, which is the midpoint of the range set forth on the cover page of the prospectus, held by WS Investment Company, LLC (22A), of which Mr. Sonsini is a member and has voting and investment control.

(12) Consists of (i) 3,019,253 shares of Class A common stock, (ii) 3,668,427 shares of Class B common stock, (iii) 513,655 shares of Class A common stock subject to stock options that are exercisable within 60 days of the Beneficial Ownership Date, and (iv) 594,986 shares of Class A common stock subject to stock options that are exercisable within 60 days of the Beneficial Ownership Date, which can be exchanged for Class B common stock pursuant to the Equity Exchange Right Agreement.

(13) Consists of 735,573 shares of Class A common stock held directly by Mr. McCord, our former Chief Operating Officer.

(14) Consists of selling stockholders not otherwise listed in this table who within the groups indicated collectively own less than 1% of our Class A common stock.

DESCRIPTION OF CAPITAL STOCK

The following information describes our Class A common stock and Class B common stock and preferred stock, as well as options to purchase our common stock and provisions of our amended and restated certificate of incorporation and amended and restated bylaws. This description is only a summary and reflects the expected terms of our amended and restated certificate of incorporation and amended and restated bylaws to be effective at the completion of this offering. You should also refer to our amended and restated certificate of incorporation and amended and restated bylaws, which will be filed with the Securities and Exchange Commission as exhibits to our registration statement, of which this prospectus forms a part.

Upon the completion of this offering and the filing of our amended and restated certificate of incorporation in connection with the completion of this offering, our authorized capital stock will consist of 3,000,000,000 shares of Class A common stock, par value $0.00001 per share, 350,000,000 shares of Class B common stock, par value $0.00001 per share, and 100,000,000 shares of preferred stock, par value $0.00001 per share.

Common Stock

We have two series of authorized common stock, Class A common stock and Class B common stock. The rights of the holders of Class A common stock and Class B common stock are identical, except with respect to voting and conversion.

Outstanding Shares

Assuming the conversion of all outstanding shares of our convertible preferred stock into shares of our common stock, the issuance of 1,294,799 shares of our Class A common stock upon the automatic conversion of $75.1 million in convertible unsecured subordinated promissory notes, based upon the assumed initial public offering price of $80.00 per share, which is the midpoint of the estimated offering price range set forth on the cover page of this prospectus and the reclassification of such shares into shares of our common stock, which will occur prior to the completion of this offering, and the reclassification of such shares into shares of our Class A common stock, which will occur prior to the completion of this offering, there were 27,221,509 shares of our Class A common stock outstanding, held by 678 stockholders of record, 3,137,427 shares of our Class B common stock outstanding (after giving effect to the Class B Stock Exchange), held by five stockholders of record, and no shares of our preferred stock outstanding. Pursuant to our amended and restated certificate of incorporation, our board of directors will have the authority, without stockholder approval except as required by the listing standards of the New York Stock Exchange, to issue additional shares of our Class A common stock. Until the final conversion of all outstanding shares of Class B common stock pursuant to the terms of the amended and restated certificate of incorporation, or the Final Conversion Date, any issuance of additional shares of Class B common stock requires the approval of a majority of the outstanding shares of Class B common stock.

Voting Rights

Holders of our Class A common stock are entitled to one vote for each share of Class A common stock held as of the applicable record date for the determination of stockholders entitled to vote on all matters submitted to a vote of stockholders, and holders of our Class B common stock are entitled to twenty votes for each share of Class B common stock held as of the applicable record date for the determination of stockholders entitled to vote on all matters submitted to a vote of stockholders, in each case, including the election of directors. Following this offering, the holders of our outstanding Class B common stock will hold 69.74% of the combined voting power of our outstanding capital stock. Holders of shares of our Class A common stock and Class B common stock vote together as a single series on all matters (including the election of directors) submitted to a vote of stockholders, unless otherwise required by Delaware law or our amended and restated certificate of incorporation.

Under our amended and restated certificate of incorporation, approval of the holders of at least a majority of the outstanding shares of our Class A common stock and at least a majority of the outstanding shares of our Class B common stock, each voting as a separate series, is required in order for the Class A common stock and the Class B common stock to be treated differently with respect to, among other things, dividends, distributions and the consideration paid or distributed to stockholders in a change of control. The amended and restated certificate of incorporation also includes protective provisions that would require a separate series vote of the Class A common stock or Class B common stock in certain circumstances. In addition, Delaware law could require either holders of our Class A common stock or our Class B common stock to vote as a separate series in the following circumstance:

- if we were to seek to amend our amended and restated certificate of incorporation in a manner that alters or changes the powers, preferences or special rights of the Class A common stock or Class B common stock in an adverse manner but does not adversely affect the entire class of common stock, then the adversely affected Class A common stock or Class B common stock would be required to vote separately to approve the proposed amendment.

Our stockholders will not have cumulative voting rights. Because of this, a plurality of the voting power of our capital stock present at a meeting and entitled to vote on the election of directors can elect all of the directors standing for election, if they should so choose. With respect to matters other than the election of directors, at any meeting of the stockholders at which a quorum is present or represented, the affirmative vote of a majority of the voting power of the shares cast affirmatively or negatively on the subject matter shall be the act of the stockholders, except as otherwise provided by our amended and restated certificate of incorporation, amended and restated bylaws or the rules of any applicable stock exchange on which the Company's securities are listed. The holders of a majority of the voting power of the capital stock issued and outstanding and entitled to vote, present in person or represented by proxy, shall constitute a quorum for the transaction of business at all meetings of the stockholders.

Dividends

Subject to preferences that may be applicable to any then-outstanding preferred stock, holders of our common stock are entitled to receive dividends, if any, as may be declared from time to time by our board of directors out of legally available funds.

Liquidation

In the event of our liquidation, dissolution, or winding up, holders of our common stock will be entitled to share ratably in the net assets legally available for distribution to stockholders after the payment of all of our debts and other liabilities and the satisfaction of any liquidation preference granted to the holders of any then-outstanding shares of preferred stock.

Rights and Preferences

Holders of our common stock have no preemptive, subscription, or other rights, and there are no redemption or sinking fund provisions applicable to our common stock. The rights, preferences, and privileges of the holders of our common stock are subject to and may be adversely affected by the rights of the holders of shares of any series of our preferred stock that we may designate in the future.

Fully Paid and Nonassessable

All of our outstanding shares of common stock are, and the shares of Class A common stock to be issued in this offering, upon payment and delivery in accordance with the underwriting agreement, will be fully paid and nonassessable.

Conversion of Class B Common Stock

Each outstanding share of Class B common stock is convertible at any time at the option of the holder into one share of Class A common stock. Future transfers by holders of shares of Class B common stock

will generally result in those shares converting to Class A common stock, subject to limited exceptions, including but not limited to, certain transfers effected for estate planning purposes and transfers among family members and affiliates.

All the outstanding shares of our Class B common stock will convert automatically into shares of our Class A common stock upon the earliest of (i) the date fixed by the board that is no less than 61 days and no more than 180 days following the first time after 11:59 p.m. Eastern Time on the closing date of the initial sale of shares of Class A common stock in this initial public offering that the number of outstanding shares of Class B Common Stock is less than five percent (5%) of the total outstanding shares of capital stock of the Company, (ii) 5:00 p.m. Eastern Time on the date that is seven (7) years after the closing date of the initial sale of shares of Class A common stock in this initial public offering, (iii) the date fixed by the board that is no less than 61 days and no more than 180 days following the first time after 11:59 p.m. Eastern Time on the closing date of the initial sale of shares of Class A common stock in this initial public offering that Mr. Leach is no longer providing services to the Company as an officer, director, employee, or consultant, and (iv) the date of the death or Disability (as defined in our amended and restated certificate of incorporation) of Mr. Leach.

Immediately following the effectiveness of the amended and restated certificate of incorporation and pursuant to the Equity Exchange Right Agreement entered into between us and Bryan Leach, our Founder, Chief Executive Officer and President, Mr. Leach shall have a right (but not an obligation) to exchange any shares of Class A common stock received as a result of the exercise, vesting, and/or settlement of options to purchase shares of Class A common stock and/or restricted stock units covering shares of Class A common stock, in each case, outstanding immediately prior to the effectiveness of the amended and restated certificate of incorporation for a number of shares of Class B common stock of equivalent value. The Equity Award Exchange applies only to equity awards granted to Mr. Leach prior to the effectiveness of the filing of our amended and restated certificate of incorporation. As of December 31, 2023, there were 1,029,942 shares of our common stock subject to options held by Mr. Leach under our 2011 Plan that would be subject to the Equity Exchange Right Agreement.

Preferred Stock

Upon the completion of this offering, our board of directors will have the authority, without further action by the stockholders (except that the approval of a majority of the outstanding shares of Class B common stock is required for the issuance of any shares of capital stock having the right to more than one vote per share), to issue up to 100,000,000 shares of preferred stock in one or more series, to establish the number of shares constituting any series and to fix the designation, powers, rights and preferences thereof, and the qualifications, limitations and restrictions thereof. These powers, rights and preferences could include dividend rights, conversion rights, voting rights, redemption rights, liquidation preferences, and sinking fund terms, any or all of which may be greater than the rights of common stock. The issuance of preferred stock could adversely affect the voting power of holders of common stock and the likelihood that such holders will receive dividend payments and payments upon liquidation. In addition, the issuance of preferred stock could have the effect of delaying, deferring or preventing change in our control or other corporate action. Upon completion of this offering, no shares of preferred stock will be outstanding, and we have no present plan to issue any shares of preferred stock.

Common Stock Options

As of December 31, 2023, assuming the effectiveness of the Reclassification and Class B Stock Exchange, we had outstanding options to purchase an aggregate of 4,516,612 shares of our Class A common stock, with a weighted average exercise price of $14.34 per share, which includes outstanding options held by Mr. Leach subject to the Equity Award Exchange. As of December 31, 2023, there were 1,029,942 shares of our common stock subject to options held by Mr. Leach that may be exchanged, upon exercise and pursuant to the Equity Award Exchange, for a number of shares of our Class B common stock of equivalent value following this offering.

Common Stock Warrant

On May 17, 2021, we issued the Walmart Warrant to Walmart, a beneficial owner of more than 5% of our capital stock, to purchase up to 3,528,577 shares of our Class A common stock at an exercise price of $70.12 per share for an aggregate purchase price of approximately $247.4 million, provided that if our stock is priced in this offering at less than $70.12 per share, the exercise price will be decreased to a price that is 10% below the price specified for in this offering. Exercise of the right to purchase certain Walmart Warrant Shares is subject to certain conditions, including the achievement of certain milestones and satisfaction of obligations of both parties, or (with respect to 1,411,430 of such shares) the passage of time after the achievement of certain milestones, subject to acceleration if certain goals are achieved. As of December 31, 2023, 1,940,718 shares of our common stock were exercisable pursuant to the terms of the Walmart Warrant. If we increase or decrease the shares of our fully diluted capital stock prior to the consummation of this offering, the number of Walmart Warrant Shares exercisable shall be increased or decreased, as applicable, by an amount equal to 12.4% of the total increase or decrease of our fully diluted capitalization. We estimate that the Walmart Warrant Shares will be adjusted to a new total of 4,162,957 shares, following the issuance of 1,294,799 shares of our Class A common stock upon the automatic conversion of the convertibles notes, based upon an assumed initial public offering price $80.00 per share, which is the midpoint of the price range set forth on the cover page of this prospectus, and after taking into account option and restricted stock unit grants made following the issuance of the Walmart Warrant. Failure to satisfy those conditions or termination of the Walmart Program Agreement could decrease the number of shares subject to the Walmart Warrant or the date upon which the warrants are available for exercise. The Walmart Warrant expires, and is no longer exercisable effective May 17, 2031, or May 17, 2028 in certain cases if the Walmart Program Agreement is no longer in effect. The Walmart Warrant contains customary provisions for the adjustment of the exercise price and the number of shares issuable upon the exercise of the Walmart Warrant in the event of certain stock dividends, stock splits, reorganizations, recapitalizations, consolidations, mergers, or similar events affecting our existing common stock.

Anti-Takeover Effects of Certain Provisions of Delaware Law, Our Amended and Restated Certificate of Incorporation and Our Amended and Restated Bylaws

Certain provisions of Delaware law and certain provisions that will be included in our amended and restated certificate of incorporation and amended and restated bylaws summarized below may be deemed to have an anti-takeover effect and may delay, deter, or prevent a tender offer or takeover attempt that a stockholder might consider to be in its best interests, including attempts that might result in a premium being paid over the market price for the shares held by stockholders.

Preferred Stock

Our amended and restated certificate of incorporation will contain provisions that permit our board of directors to issue, without any further vote or action by the stockholders (except that the approval of a majority of the outstanding shares of Class B common stock is required for the issuance of any shares of capital stock having the right to more than one vote per share), shares of preferred stock in one or more series and, with respect to each such series, to fix the number of shares constituting the series and the designation of the series, the voting rights (if any) of the shares of the series and the powers, preferences, or relative, participation, optional, and other special rights, if any, and any qualifications, limitations, or restrictions, of the shares of such series.

Classified Board

Our amended and restated certificate of incorporation will provide that, from and after the time of the closing of the initial sale of shares of Class A common stock in this initial public offering, our board of directors will be divided into three classes, designated Class I, Class II and Class III. Each class will be an equal number of directors, as nearly as possible, consisting of one-third of the total number of directors constituting the entire board of directors. The term of initial Class I directors will terminate on the date of

the 2025 annual meeting, the term of the initial Class II directors will terminate on the date of the 2026 annual meeting, and the term of the initial Class III directors will terminate on the date of the 2027 annual meeting. At each annual meeting of stockholders beginning in 2025, successors to the class of directors whose term expires at that annual meeting will be elected for a three-year term.

Removal of Directors

Our amended and restated certificate of incorporation will provide that from and after the Voting Threshold Date (as defined in our amended and restated certificate of incorporation) and for so long as the board is classified, stockholders may only remove a director for cause.

Director Vacancies

Our amended and restated certificate of incorporation will authorize only our board of directors to fill vacant directorships or other unfilled board seats.

No Cumulative Voting

Our amended and restated certificate of incorporation will provide that stockholders do not have the right to cumulate votes in the election of directors.

Special Meetings of Stockholders

Our amended and restated certificate of incorporation and amended and restated bylaws will provide that, subject to the terms of any series of preferred stock, special meetings of the stockholders may be called only by the board acting pursuant to a resolution adopted by a majority of the total number of authorized directors whether or not there exist any vacancies or unfilled seats in previously authorized directorships on our board of directors, by the chairperson of our board of directors, by our chief executive officer, or by our president, and may not be called by any other person or by the stockholders.

Advance Notice Procedures for Director Nominations and Proposals of Business

Our amended and restated bylaws will provide that stockholders seeking to nominate candidates for election as directors at an annual or special meeting of stockholders or to propose business at any annual meeting of stockholders must provide timely notice thereof in writing. To be timely, a stockholder's notice generally will have to be delivered to and received at our principal executive offices no earlier than 120 and no later than 90 days before the day of the first anniversary of the preceding year's annual meeting of stockholders. In addition, stockholder proposals must comply with the requirements of Rule 14a-8 under the Exchange Act regarding the inclusion of stockholder proposals in company-sponsored proxy materials. Any notice of director nomination submitted must include the additional information required by Rule 14a-19(b) under the Exchange Act. Our amended and restated bylaws will also specify certain requirements regarding the form and content of a stockholder's notice. These provisions might preclude our stockholders from bringing matters before our annual meeting of stockholders or from making nominations for directors at meetings of stockholders if the proper procedures are not followed. These provisions may also discourage or deter a potential acquirer from conducting a solicitation of proxies to elect its own slate of directors or otherwise attempting to obtain control of the Company.

Action by Written Consent

Our amended and restated certificate of incorporation and amended and restated bylaws will provide that, from and after the Voting Threshold Date (as defined in our amended and restated certificate of incorporation), any action to be taken by the stockholders must be affected at a duly called annual or special meeting of stockholders and may not be affected by written consent. Prior to the Voting Threshold Date, any action to be taken by the stockholders may be taken by written consent only if the action is first recommended or approved by the board of directors.

Amending our Certificate of Incorporation and Bylaws

Our amended and restated certificate of incorporation may be amended or altered in any manner provided by the DGCL. Our amended and restated bylaws may be adopted, amended, altered, or repealed by stockholders entitled to vote, except for any amendment inconsistent with certain provisions, which would require the affirmative vote of the holders of at least two-thirds of the total voting power of outstanding voting securities, voting together as a single class. Additionally, our amended and restated certificate of incorporation will provide that our bylaws may be adopted, amended, altered, or repealed by the board of directors.

Authorized but Unissued Shares

Our authorized but unissued shares of Class A common stock, Class B common stock, and preferred stock will be available for future issuances without stockholder approval, except that the approval of a majority of the outstanding shares of Class B common stock is required for the issuance of any shares of capital stock having the right to more than one vote per share (such as the Class B common stock), and except as required by the listing standards of the New York Stock Exchange, and could be used for a variety of corporate purposes, including future offerings to raise additional capital, acquisitions and employee benefit plans. The existence of authorized but unissued and unreserved Class A common stock, Class B common stock, and preferred stock could render more difficult or discourage an attempt to obtain control of the Company by means of a proxy contest, tender offer, merger, or otherwise.

Exclusive Jurisdiction

Our amended and restated bylaws that will become effective in connection with this offering provide that unless we consent in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware is the exclusive forum for:

- any derivative action or proceeding brought on our behalf;
- any action asserting a claim of breach of fiduciary duty owed by any of our directors, officers, stockholders, or other employees to us or our stockholders;
- any action asserting a claim arising under the DGCL, our amended and restated certificate of incorporation or our amended and restated bylaws; and
- any action asserting a claim that is governed by the internal-affairs doctrine.

Except for, as to each bullet above, any claim as to which there is an indispensable party not subject to the jurisdiction of such court (and the indispensable party does not consent to the personal jurisdiction of such court within 10 days following such determination). Any person or entity purchasing, holding, or otherwise acquiring any interest in our securities shall be deemed to have notice of and consented to this provision. Although we believe these provisions benefit us by providing increased consistency in the application of Delaware law for the specified types of actions and proceedings, the provisions may have the effect of discouraging lawsuits against us or our directors and officers. If a court were to find this exclusive-forum provision in our amended and restated bylaws to be inapplicable or unenforceable in an action, we may incur additional costs associated with resolving the dispute in other jurisdictions, which could seriously harm our business. Our amended and restated bylaws will further provide that, unless we consent in writing to the selection of an alternative forum, the federal district courts of the United States of America will be the exclusive forum for resolving any complaint asserting a cause of action arising under the Securities Act against any person in connection with any offering of the Company's securities.

Business Combinations with Interested Stockholders

We are governed by Section 203 of the DGCL. Subject to certain exceptions, Section 203 of the DGCL prohibits a public Delaware corporation from engaging in a business combination (as defined in such section) with an "interested stockholder" (defined generally as any person who beneficially owns

15% or more of the outstanding voting stock of such corporation or any person affiliated with such person) for a period of three years following the time that such stockholder became an interested stockholder, unless (i) prior to such time the board of directors of such corporation approved either the business combination or the transaction that resulted in the stockholder becoming an interested stockholder; (ii) upon consummation of the transaction that resulted in the stockholder becoming an interested stockholder, the interested stockholder owned at least 85% of the voting stock of such corporation at the time the transaction commenced (excluding for purposes of determining the voting stock of such corporation outstanding (but not the outstanding voting stock owned by the interested stockholder) those shares owned (A) by persons who are directors and also officers of such corporation and (B) by employee stock plans in which employee participants do not have the right to determine confidentially whether shares held subject to the plan will be tendered in a tender or exchange offer); or (iii) at or subsequent to such time the business combination is approved by the board of directors of such corporation and authorized at a meeting of stockholders (and not by written consent) by the affirmative vote of at least 66 and 2/3% of the outstanding voting stock of such corporation not owned by the interested stockholder.

Indemnification

Our amended and restated certificate of incorporation and our amended and restated bylaws will provide that, subject to certain exceptions, we must indemnify our directors and officers to the fullest extent authorized by the DGCL. We are expressly authorized to, and do, carry directors' and officers' insurance providing coverage for our directors, certain officers and certain employees for some liabilities. We believe that these indemnification provisions and insurance are useful to attract and retain qualified directors and executive officers.

Director and Officer Exculpation

Our amended and restated certificate of incorporation eliminates personal liability of our directors and officers for monetary damages for breach of fiduciary duty as a director or officer of the Company, to the fullest extent permitted by Delaware law. The limitation on liability of directors and officers and indemnification provisions in our amended and restated certificate of incorporation and amended and restated bylaws may discourage stockholders from bringing a lawsuit against directors or officers for breach of their fiduciary duty. These provisions may also have the effect of reducing the likelihood of derivative litigation against directors and officers, even though such an action, if successful, might otherwise benefit us and our stockholders. In addition, your investment may be adversely affected to the extent we pay the costs of settlement and damage awards against directors and officers pursuant to these indemnification provisions. See the section titled "Limitation of Liability and Indemnification of Directors and Officers" for more information.

Listing

We intend to apply to list our Class A common stock on the New York Stock Exchange under the symbol "IBTA."

Transfer Agent and Registrar

The transfer agent and registrar for our Class A common stock is Equiniti Trust Company, LLC. The transfer agent and registrar's address is 48 Wall Street, 23nd Floor, New York, NY 10005.

SHARES ELIGIBLE FOR FUTURE SALE

Prior to this offering, there has been no public market for our Class A common stock, and we cannot predict the effect, if any, that market sales of shares of our Class A common stock or the availability of shares of our Class A common stock for sale will have on the market price of our Class A common stock prevailing from time to time. Future sales of our Class A common stock in the public market, or the availability of such shares for sale in the public market, could adversely affect market prices prevailing from time to time. As described below, only a limited number of shares of our Class A common stock will be available for sale shortly after this offering due to contractual and legal restrictions on resale. Nevertheless, sales of our Class A common stock in the public market after such restrictions lapse, or the perception that those sales may occur, could adversely affect the prevailing market price at such time and our ability to raise equity capital in the future.

Following the completion of this offering, based on the number of shares of our capital stock outstanding as of December 31, 2023, and after giving effect to the Capital Stock Conversion, the Notes Conversion, Reclassification, and Class B Stock Exchange, we will have a total of 27,221,509 shares of our Class A common stock outstanding and 3,137,427 shares of our Class B common stock outstanding. Of these outstanding shares, all 5,625,000 shares of our Class A common stock sold in this offering will be freely tradable, except that any shares purchased in this offering by our affiliates, as that term is defined in Rule 144 under the Securities Act, would only be able to be sold in compliance with the Rule 144 limitations described below.

The remaining outstanding shares of our Class A common stock (including shares issued upon conversion of our Class B common stock) will be deemed "restricted securities," as that term is defined in Rule 144 under the Securities Act. Restricted securities may be sold in the public market only if they are registered under the Securities Act or if they qualify for an exemption from registration under Rule 144 or Rule 701 under the Securities Act, which rules are summarized below.

Lock-Up Agreements and Market Stand-off Agreements

As a result of the lock-up and market standoff agreements described below and subject to the provisions of Rule 144 or Rule 701, shares of our Class A common stock (including shares of Class A common stock issuable upon conversion of Class B common stock) will be available for sale in the public market as follows:

We, our directors and executive officers, and holders of substantially all of our Class A common stock, Class B common stock, and securities exercisable for or convertible into our Class A common stock and/or Class B common stock, as applicable, have agreed with the underwriters that, subject to certain exceptions, without the prior written consent of Goldman Sachs & Co. LLC, Citigroup Global Markets Inc., and BofA Securities, Inc., on behalf of the underwriters, we and they will not, and will not publicly disclose an intention to, during the period ending 180 days after the date set forth on the final prospectus relating to this initial public offering (the Lock-Up Period):

- offer, sell, contract to sell, pledge, grant any option, right or warrant to purchase, purchase any option or contract to sell, lend, or otherwise transfer or dispose of any shares of our Class A common stock, Class B common stock, or other capital stock, or any options or warrants to purchase any shares of our Class A common stock, Class B common stock, or other capital stock, or any securities convertible into, exchangeable for, or that represent the right to receive, shares of our Class A common stock, Class B common stock, or other capital stock, whether now owned or hereinafter acquired;
- engage in any hedging or other transaction or arrangement (including, without limitation, any short sale or the purchase or sale of, or entry into, any put or call option, or combination thereof, forward, swap or any other derivative transaction or instrument, however described or defined), which is designed to or that reasonably could be expected to lead to or result in a sale, loan, pledge, or other disposition, or transfer of any of the economic consequences of ownership, in

whole or in part, directly or indirectly, of any shares of our Class A common stock, Class B common stock, or other capital stock, or any options or warrants to purchase any shares of our Class A common stock, Class B common stock, or other capital stock, or any securities convertible into, exchangeable for, or that represent the right to receive, shares of our Class A common stock, Class B common stock, or other capital stock, whether any such transaction or arrangement (or instrument provided for thereunder) would be settled by delivery of Class A common stock, Class B common stock, capital stock, or other securities, in cash or otherwise;

- make any demand for or exercise any right with respect to, or, in the case of the Company, file with the SEC, any registration statement for, the registration of any shares of our Class A common stock, Class B common stock, capital stock, or any options or warrants to purchase any shares of our Class A common stock, Class B common stock, or other capital stock, or any securities convertible into, exchangeable for, or that represent the right to receive, shares of our Class A common stock, Class B common stock, or capital stock; or
- otherwise publicly announce any intention to engage in or cause any action, activity, transaction or arrangement described above.

Notwithstanding the foregoing, with respect to our directors, executive officers, and stockholders:

- if the Lock-Up Period is scheduled to end during a broadly applicable and regularly scheduled period during which trading in our securities would not be permitted under our insider trading policy (a Blackout Period), then 20% of the shares of Class A common stock and/or Class B common stock (including shares issuable upon exercise of vested options) that are subject to the lock-up restrictions, which percentage shall be calculated based on the number of shares of Class A common stock and/or Class B common stock subject to such restrictions as of the day immediately prior to the beginning of such Blackout Period, will be automatically released from such restrictions beginning on the ninth trading day immediately prior to the beginning of such Blackout Period.

In addition to the restrictions contained in the lock-up agreements described above, the holders of outstanding equity awards and holders of outstanding Class A common stock and Class B common stock issued pursuant to the vesting, settlement, or exercise of equity awards, are subject to market stand-off provisions in agreements with us that impose similar restrictions on the ability of such security holders to offer, sell or transfer our equity securities for a period of 180 days following the date of the final prospectus relating to this initial public offering.

See the section titled “Underwriting” for additional information.

Rule 144

Rule 144, as currently in effect, generally provides that, once we have been subject to the public company reporting requirements of Section 13 or Section 15(d) of the Exchange Act for at least 90 days, a stockholder who is not deemed to have been one of our affiliates at any time during the preceding 90 days and who has beneficially owned the shares of our capital stock proposed to be sold for at least six months is entitled to sell such shares in reliance upon Rule 144 without complying with the volume limitation, manner of sale or notice conditions of Rule 144. If such stockholder has beneficially owned the shares of our capital stock proposed to be sold for at least one year, then such person is entitled to sell such shares in reliance upon Rule 144 without complying with any of the conditions of Rule 144. Rule 144 also provides that a stockholder who is deemed to have been one of our affiliates at any time during the preceding 90 days and who has beneficially owned the shares of our common stock proposed to be sold for at least six months is entitled to sell such shares in reliance upon Rule 144 within any three month

period beginning 90 days after the date of this prospectus a number of shares that does not exceed the greater of the following:

- 1% of the number of shares of our capital stock then outstanding, which will equal shares immediately after the completion of this offering, assuming no exercise by the underwriters of their option to purchase additional shares; or
- the average weekly trading volume of our common stock during the four calendar weeks preceding the filing of a notice on Form 144 with respect to such sale.

Sales of our capital stock made in reliance upon Rule 144 by a stockholder who is deemed to have been one of our affiliates at any time during the preceding 90 days are also subject to the current public information, manner of sale and notice conditions of Rule 144.

Rule 701

Rule 701 generally provides that, once we have been subject to the public company reporting requirements of Section 13 or Section 15(d) of the Exchange Act for at least 90 days, a stockholder who purchased shares of our Class A common stock pursuant to a written compensatory benefit plan or contract and who is not deemed to have been one of our affiliates at any time during the preceding 90 days may sell such shares in reliance upon Rule 144 without complying with the current public information or holding period conditions of Rule 144. Rule 701 also provides that a stockholder who purchased shares of our Class A common stock pursuant to a written compensatory benefit plan or contract and who is deemed to have been one of our affiliates during the preceding 90 days may sell such shares under Rule 144 without complying with the holding period condition of Rule 144. However, all stockholders who purchased shares of our Class A common stock pursuant to a written compensatory benefit plan or contract are required to wait until 90 days after the date of this prospectus before selling such shares pursuant to Rule 701.

Registration Statement

After the completion of this offering, we intend to file a registration statement on Form S-8 under the Securities Act to register all of the shares of our Class A common stock subject to equity awards outstanding or reserved for issuance under our equity compensation plans. The shares of our Class A common stock covered by such registration statement will be eligible for sale in the public market without restriction under the Securities Act immediately upon the effectiveness of such registration statement, subject to vesting restrictions, the conditions of Rule 144 applicable to affiliates, and any applicable market stand-off agreements and lock-up agreements. See the section titled “Executive Compensation— Employee Benefit and Stock Plans” for a description of our equity compensation plans.

MATERIAL U.S. FEDERAL INCOME TAX CONSIDERATIONS FOR NON-U.S. HOLDERS OF OUR CLASS A COMMON STOCK

The following is a summary of the material U.S. federal income tax considerations of the ownership and disposition of our Class A common stock acquired in this offering by a "non-U.S. holder" (as defined below), but does not purport to be a complete analysis of all the potential tax considerations relating thereto. This summary is based upon the provisions of the Internal Revenue Code of 1986, as amended (the Code), Treasury Regulations promulgated thereunder, administrative rulings and judicial decisions, all as of the date hereof. These authorities may be changed, possibly retroactively, so as to result in U.S. federal income tax consequences different from those set forth below. We have not sought, and do not intend to seek, any ruling from the Internal Revenue Service (IRS), with respect to the statements made and the conclusions reached in the following summary, and there can be no assurance that the IRS or a court will agree with such statements and conclusions.

This summary also does not address the tax considerations arising under the laws of any non-U.S., state, or local jurisdiction, under other U.S. federal tax rules, including U.S. federal gift and estate tax rules, or under any applicable tax treaty. In addition, this discussion does not address tax considerations applicable to an investor's particular circumstances or to investors that may be subject to special tax rules, including, without limitation:

- banks, insurance companies, regulated investment companies, real estate investment trusts, or other financial institutions;
- persons subject to the alternative minimum tax or the Medicare contribution tax on net investment income;
- tax-exempt accounts, organizations or governmental organizations;
- pension plans and tax-qualified retirement plans;
- controlled foreign corporations, passive foreign investment companies and corporations that accumulate earnings to avoid U.S. federal income tax;
- brokers or dealers in securities or currencies;
- traders in securities that elect to use a mark-to-market method of accounting for their securities holdings;
- persons who own, or are deemed to own, more than five percent of our capital stock (except to the extent specifically set forth below);
- certain former citizens or long-term residents of the United States;
- persons who hold our Class A common stock as a position in a hedging transaction, "straddle," "conversion transaction," or other risk reduction transaction;
- persons subject to special tax accounting rules under Section 451(b) of the Code;
- persons who hold or receive our Class A common stock pursuant to the exercise of any option or otherwise as compensation;
- persons who do not hold our Class A common stock as a capital asset within the meaning of Section 1221 of the Code; or
- persons deemed to sell our Class A common stock under the constructive sale provisions of the Code.

In addition, if a partnership, entity or arrangement classified as a partnership or other flow-through entity for U.S. federal income tax purposes holds our Class A common stock, the tax treatment of a partner, or an equity owner in such other flow-through entity, generally will depend on the status of the partner or equity owner and upon the activities of the partnership or such other flow-through entity. A partner in a partnership or an equity owner in such other flow-through entity that will hold our Class A common stock should consult his, her, or its own tax advisor regarding the tax consequences of the ownership and disposition of our Class A common stock through a partnership or such other flow- through entity, as applicable.

You are urged to consult your tax advisor with respect to the application of the U.S. federal income tax laws to your particular situation, as well as any tax consequences of the purchase, ownership and disposition of our Class A common stock arising under other U.S. federal tax rules, including U.S. federal gift or estate tax rules, or under the laws of any state, local, non-U.S. or other taxing jurisdiction or under any applicable tax treaty.

Non-U.S. Holder Defined

For purposes of this discussion, you are a "non-U.S. holder" if you are a beneficial owner of our Class A common stock that, for U.S. federal income tax purposes, is not a partnership (including any entity or arrangement treated as a partnership) or:

- an individual who is a citizen or resident of the United States;
- a corporation or other entity taxable as a corporation created or organized in the United States or under the laws of the United States or any political subdivision thereof, or otherwise treated as such for U.S. federal income tax purposes;
- an estate whose income is subject to U.S. federal income tax regardless of its source; or
- a trust (x) whose administration is subject to the primary supervision of a U.S. court and that has one or more U.S. persons who have the authority to control all substantial decisions of the trust or (y) that has made a valid election under applicable Treasury Regulations to be treated as a U.S. person.

Distributions

As described in the section titled "Dividend Policy," we have not declared or paid any cash dividends on our capital stock, and we do not anticipate paying any dividends on our Class A common stock following the completion of this offering. However, if we do make distributions on our Class A common stock, those payments will constitute dividends for U.S. federal income tax purposes to the extent paid from our current or accumulated earnings and profits, as determined under U.S. federal income tax principles. To the extent those distributions exceed both our current and our accumulated earnings and profits, the excess will constitute a return of capital and will first reduce your basis in our Class A common stock (determined separately with respect to each share of our Class A common stock), but not below zero, and then will be treated as gain from the sale of stock as described below in the section titled "—Gain on Disposition of Class A Common Stock."

Subject to the discussions below on effectively connected income and in the sections titled "—Backup Withholding and Information Reporting" and "—Foreign Account Tax Compliance Act (FATCA)," any dividend paid to you generally will be subject to U.S. federal withholding tax either at a rate of 30% of the gross amount of the dividend or such lower rate as may be specified by an applicable income tax treaty between the United States and your country of residence. In order to receive a reduced treaty rate, you must provide us with a properly executed IRS Form W-8BEN or W-8BEN-E or other appropriate version of IRS Form W-8 certifying qualification for the reduced rate. Under applicable Treasury Regulations, we may withhold up to 30% of the gross amount of the entire distribution even if the amount constituting a dividend, as described above, is less than the gross amount. If you are eligible for a reduced rate of U.S.

federal withholding tax pursuant to an income tax treaty, you may obtain a refund of any excess amounts withheld by timely filing an appropriate claim for refund with the IRS. You should consult your tax advisor regarding your entitlement to benefits under any applicable income tax treaty. If you hold our Class A common stock through a financial institution or other agent acting on your behalf, you will be required to provide appropriate documentation to the agent, which then will be required to provide certification to us or our paying agent, either directly or through other intermediaries.

Dividends received by you that are treated as effectively connected with your conduct of a U.S. trade or business (and, if required by an applicable income tax treaty, that are attributable to a permanent establishment or fixed base maintained by you in the United States) are includible in your gross income in the taxable year received and are generally exempt from the 30% U.S. federal withholding tax, subject to the discussion below in the sections titled "—Backup Withholding and Information Reporting" and "—Foreign Account Tax Compliance Act (FATCA)." In order to obtain this exemption, you must provide us with a properly executed IRS Form W-8ECI or other applicable IRS Form W-8 properly certifying such exemption. Such effectively connected dividends, although not subject to U.S. federal withholding tax, are taxed at the same rates applicable to U.S. persons, net of certain deductions and credits. In addition, if you are a corporate non-U.S. holder, dividends you receive that are effectively connected with your conduct of a U.S. trade or business (and, if an income treaty applies, are attributable to a permanent establishment or fixed base maintained by you in the United States) may also be subject to a branch profits tax at a rate of 30% or such lower rate as may be specified by an applicable income tax treaty between the United States and your country of residence. You should consult your tax advisor regarding any applicable income tax treaties that may provide for different rules.

Gain on Disposition of Class A Common Stock

Subject to the discussion below in the sections titled "—Backup Withholding and Information Reporting" and "—Foreign Account Tax Compliance Act (FATCA)," you generally will not be required to pay U.S. federal income tax on any gain realized upon the sale or other disposition of our Class A common stock unless:

- the gain is effectively connected with your conduct of a U.S. trade or business (and, if an applicable income tax treaty so provides, the gain is attributable to a permanent establishment or fixed base maintained by you in the United States);
- you are an individual who is present in the United States for a period or periods aggregating 183 days or more during the calendar year in which the sale or disposition occurs and certain other conditions are met; or
- our Class A common stock constitutes a United States real property interest by reason of our status as a "United States real property holding corporation" (USRPHC) for U.S. federal income tax purposes at any time within the shorter of the five-year period preceding your disposition of, or your holding period for, our Class A common stock.

We believe that we are not currently and will not become a USRPHC for U.S. federal income tax purposes, and the remainder of this discussion so assumes. However, because the determination of whether we are a USRPHC depends on the fair market value of our U.S. real property interests relative to the fair market value of our U.S. and worldwide real property interests plus our other assets used or held for use in a trade or business, there can be no assurance that we will not become a USRPHC in the future. Even if we become a USRPHC, however, as long as our Class A common stock is regularly traded on an established securities market, your Class A common stock will be treated as U.S. real property interests only if you actually (directly or indirectly) or constructively hold more than five percent of such regularly traded Class A common stock at any time during the shorter of the five-year period preceding your disposition of, or your holding period for, our Class A common stock. If our Class A common stock constitutes a U.S. real property interest and either our Class A common stock is not regularly traded on an established securities market or you hold more than five percent of our outstanding Class A common

stock, directly, indirectly and constructively, during the applicable testing period, you will generally be taxed on any gain in the same manner as gain that is effectively connected with the conduct of a U.S. trade or business, except that the branch profits tax generally will not apply. If our Class A common stock constitutes a U.S. real property interest and our Class A common stock is not regularly traded on an established securities market, your proceeds on the disposition of shares will also generally be subject to withholding at a rate of 15%. You are encouraged to consult your own tax advisors regarding the possible consequences to you if we are, or were to become, a USRPHC.

If you are a non-U.S. holder described in the first bullet above, you will be required to pay tax on the gain derived from the sale (net of certain deductions and credits) or other disposition of our Class A common stock under regular graduated U.S. federal income tax rates, and a corporate non-U.S. holder described in the first bullet above also may be subject to the branch profits tax at a 30% rate, or such lower rate as may be specified by an applicable income tax treaty. If you are an individual non-U.S. holder described in the second bullet above, you will be subject to tax at a rate of 30% (or such lower rate specified by an applicable income tax treaty) on the gain derived from the sale or other disposition of our Class A common stock, which gain may be offset by U.S. source capital losses for the year, provided you have timely filed U.S. federal income tax returns with respect to such losses. You should consult your tax advisor regarding any applicable income tax or other treaties that may provide for different rules.

Backup Withholding and Information Reporting

Generally, we or the applicable agent must report annually to the IRS the amount of dividends paid to you, your name and address and the amount of tax withheld, if any. A similar report will be sent to you. Pursuant to applicable income tax treaties or other agreements, the IRS may make these reports available to tax authorities in your country of residence.

Payments of dividends on or of proceeds from the disposition of our Class A common stock made to you may also be subject to backup withholding at a current rate of 24% and information reporting unless you establish an exemption, for example, by properly certifying your non-U.S. status on a properly completed IRS Form W-8BEN or W-8BEN-E or another appropriate version of IRS Form W-8. Notwithstanding the foregoing, backup withholding and information reporting may apply if either we or our paying agent has actual knowledge, or reason to know, that you are a U.S. person.

Backup withholding is not an additional tax; rather, the U.S. federal income tax liability of persons subject to backup withholding will be reduced by the amount of tax withheld. If withholding results in an overpayment of taxes, a refund or credit may generally be obtained from the IRS, provided that the required information is furnished to the IRS in a timely manner.

Foreign Account Tax Compliance Act (FATCA)

Sections 1471 through 1474 of the Code, Treasury Regulations issued thereunder and official IRS guidance (collectively, FATCA) generally impose a U.S. federal withholding tax of 30% on dividends on, and the gross proceeds from a sale or other disposition of, our Class A common stock, paid to a “foreign financial institution” (as specially defined under these rules), unless otherwise provided by the Treasury Secretary or such institution enters into an agreement with the U.S. government to, among other things, withhold on certain payments and to collect and provide to the U.S. tax authorities substantial information regarding certain U.S. account holders of such institution (which includes certain equity and debt holders of such institution, as well as certain account holders that are foreign entities with U.S. owners) or otherwise establishes an exemption. Subject to the following paragraph, FATCA also generally imposes a U.S. federal withholding tax of 30% on dividends on, and, the gross proceeds from a sale or other disposition of our Class A common stock paid to a “non-financial foreign entity” (as specially defined under these rules) unless otherwise provided by the Treasury Secretary or such entity provides the withholding agent with a certification identifying the substantial direct and indirect U.S. owners of the entity, certifies that it does not have any substantial U.S. owners or otherwise establishes an exemption. The withholding tax will apply regardless of whether the payment otherwise would be exempt from U.S.

nonresident and backup withholding tax, including under the other exemptions described above. Under certain circumstances, a non-U.S. holder might be eligible for refunds or credits of such taxes. An intergovernmental agreement between the United States and an applicable foreign country may modify the requirements described in this section. Prospective investors should consult with their own tax advisors regarding the application of FATCA withholding to their investment in, and ownership and disposition of, our Class A common stock.

Proposed Treasury Regulations, if finalized in their present form, would eliminate withholding under FATCA with respect to gross proceeds from a sale or other disposition of our Class A common stock. In its preamble to such proposed regulations, the Treasury Secretary stated that taxpayers may generally rely upon the proposed Treasury Regulations until final regulations are issued.

The preceding discussion of material U.S. federal income tax considerations is for general information only. It is not tax advice to investors in their particular circumstances. Each prospective investor should consult its tax advisor regarding the particular U.S. federal, state and local and non-U.S. tax considerations of purchasing, holding and disposing of our Class A common stock, including the consequences of any proposed change in applicable laws.

UNDERWRITING

The Company, the selling stockholders, and the underwriters named below have entered into an underwriting agreement with respect to the shares of Class A common stock being offered. Subject to certain conditions, each underwriter has severally agreed to purchase the number of shares indicated in the following table. Goldman Sachs & Co. LLC, Citigroup Global Markets Inc., and BofA Securities, Inc. are the representatives of the underwriters.

Underwriters	Number of Shares
Goldman Sachs & Co. LLC	
Citigroup Global Markets Inc.	
BofA Securities, Inc.	
Evercore Group L.L.C.	
UBS Securities LLC	
Wells Fargo Securities, LLC	
Citizens JMP Securities, LLC	
Needham & Company, LLC	
Raymond James & Associates, Inc.	
Total	5,625,000

The underwriters are committed to take and pay for all of the shares being offered, if any are taken, other than the shares covered by the option described below unless and until this option is exercised.

The underwriters have an option to buy up to an additional 843,750 shares of Class A common stock from the selling stockholders to cover sales by the underwriters of a greater number of shares of Class A common stock than the total number set forth in the table above. They may exercise that option for 30 days. If any shares are purchased pursuant to this option, the underwriters will severally purchase shares in approximately the same proportion as set forth in the table above.

The following table shows the per share and total underwriting discounts and commissions to be paid to the underwriters by the Company and the selling stockholders. Such amounts are shown assuming both no exercise and full exercise of the underwriters' option to purchase 843,750 additional shares of Class A common stock.

Paid by the Company

	No Exercise	Full Exercise
Per Share	$	$
Total	$	$

Paid by the Selling Stockholders

	No Exercise	Full Exercise
Per Share	$	$
Total	$	$

Shares of Class A common stock sold by the underwriters to the public will initially be offered at the initial public offering price set forth on the cover of this prospectus. Any shares sold by the underwriters to securities dealers may be sold at a discount of up to $ per share from the initial public offering price. After the initial offering of the shares, the representatives may change the offering price and the other

selling terms. The offering of the shares by the underwriters is subject to receipt and acceptance and subject to the underwriters' right to reject any order in whole or in part.

The Company and its officers, directors, and holders of substantially all of the Company's capital stock and securities convertible into our capital stock, including the selling stockholders, are subject to lock-up agreements with the underwriters that restrict their ability to transfer shares of the Company's capital stock as follows:

We, our directors and executive officers, and holders of substantially all of our Class A common stock and Class B common stock, including the selling stockholders, have agreed, subject to certain exceptions and provisions that may allow for the earlier release of shares, not to dispose of or hedge any of their Class A common stock, Class B common stock, or any options or warrants to purchase any shares of our Class A common stock, Class B common stock, or other capital stock, or securities convertible into or exchangeable for shares of Class A common stock or Class B common stock during the period from the date set forth on the final prospectus relating to this initial public offering continuing through the date that is 180 days after the date set forth on the final prospectus relating to this initial public offering, subject to earlier termination as detailed below, except with the prior written consent of Goldman Sachs & Co. LLC, Citigroup Global Markets Inc., and BofA Securities, Inc. Notwithstanding the foregoing, with respect to our directors, executive officers, and stockholders, if the Lock-Up Period is scheduled to end during a Blackout Period, then 20% of the shares of Class A common stock and/or Class B common stock (including shares issuable upon exercise of vested options) that are subject to the lock-up restrictions, which percentage shall be calculated based on the number of shares of Class A common stock and/or Class B common stock subject to such restrictions as of the day immediately prior to the beginning of such Blackout Period, will be automatically released from such restrictions beginning on the ninth trading day immediately prior to the beginning of such Blackout Period. See the section titled "Shares Eligible for Future Sale" for a discussion of certain early release provisions and transfer restrictions.

The restrictions described above with respect to us and the selling stockholders do not apply (i) to the shares to be sold pursuant to the underwriting agreement, (ii) to the shares to be sold by the selling stockholders offered by this prospectus, and (iii) in the case of the Company and any selling stockholders that are not officers or directors, up to 5% of the shares of Class A common stock reserved by the underwriters and offered by this prospectus for sale at the initial public offering price through a directed share program to certain persons identified by management, which may include certain members of our board of directors.

The foregoing restrictions on our directors, executive officers, and other holders of our Class A common stock and Class B common stock do not apply to, among other things, and subject in certain cases to various conditions:

i. transfers as bona fide gifts, charitable contributions, or for bona fide estate planning purposes;

ii. transfers upon death by will, testamentary document, or the laws of intestate succession;

iii. transfers to immediate family members or to any trust for the direct or indirect benefit of the holder or the immediate family of the holder or, if the holder is a trust, to a trustor or beneficiary of the trust or the estate of a beneficiary of such trust;

iv. transfers to a nominee or custodian of a person or entity to whom a disposition or transfer would be permissible under clauses (i) through (iii) above;

v. transfers by a business entity (A) to an affiliated or controlled entity or (B) as part of a distribution, transfer, or disposition without consideration to the holder's stockholders, partners, members, or other equityholders;

vi. transfers by operation of law, such as pursuant to a qualified domestic order, divorce settlement, divorce decree, or separation agreement;

vii. transfers to us from one of our employees upon their death, disability, or termination of employment;

viii. if the holder is not an officer or director, transfers of shares acquired (A) from the underwriters in this offering or (B) in open market transactions after the closing of this offering;

ix. transfers to us in connection with the vesting, settlement, or exercise of restricted stock units or options to purchase shares of our Class A common stock or Class B common stock (including, in each case, by way of "net" or "cashless" exercise and/or to cover withholding tax obligations or remittance payments), in each case granted under a stock incentive plan or other equity award plan or arrangement described in the prospectus (provided that any such shares so converted or reclassified will be subject to the terms of the lock-up agreements);

x. transfers to us in connection with the repurchase of shares of Class A common stock or Class B common stock issued pursuant to equity awards granted under a stock incentive plan or other equity award plan or arrangement described in the prospectus, or pursuant to the agreements pursuant to which such shares were issued, as described in the prospectus, provided that such repurchase is in connection with the termination of the holder's service provider relationship with us;

xi. transfers in connection with the conversion or reclassification of the outstanding preferred stock into shares of Class A common stock or Class B common stock, or any reclassification or conversion of our Class A or Class B common stock, in each case as described in this prospectus;

xii. transfers to the underwriters pursuant to the underwriting agreement;

xiii. entry into a written plan meeting the requirements of Rule 10b5-1 under the Exchange Act relating to the transfer, sale, or other disposition of shares of Class A common stock or Class B common stock, provided that shares of Class A common stock or Class B common stock subject to such plan may not be sold during the lock-up period; and

xiv. transfers pursuant to a bona fide third-party tender offer, merger, consolidation, or other similar transaction that is approved by our board of directors and made to all holders of our Class A common stock and Class B common stock, and which involves a change in control.

Goldman Sachs & Co. LLC, Citigroup Global Markets Inc., and BofA Securities, Inc., in their sole discretion, may release the Class A common stock, Class B common stock, and other securities subject to the lock-up agreements described above in whole or in part at any time.

Prior to the offering, there has been no public market for the shares. The initial public offering price has been negotiated among the Company and the representatives. Among the factors to be considered in determining the initial public offering price of the shares, in addition to prevailing market conditions, will be the Company's historical performance, estimates of the business potential and earnings prospects of the Company, an assessment of the Company's management and the consideration of the above factors in relation to market valuation of companies in related businesses.

An application has been made to list the Class A common stock on the New York Stock Exchange under the symbol "IBTA."

In connection with the offering, the underwriters may purchase and sell shares of Class A common stock in the open market. These transactions may include short sales, stabilizing transactions and purchases to cover positions created by short sales. Short sales involve the sale by the underwriters of a greater number of shares than they are required to purchase in the offering, and a short position represents the amount of such sales that have not been covered by subsequent purchases. A "covered short position" is a short position that is not greater than the amount of additional shares for which the

underwriters' option described above may be exercised. The underwriters may cover any covered short position by either exercising their option to purchase additional shares or purchasing shares in the open market. In determining the source of shares to cover the covered short position, the underwriters will consider, among other things, the price of shares available for purchase in the open market as compared to the price at which they may purchase additional shares pursuant to the option described above. "Naked" short sales are any short sales that create a short position greater than the amount of additional shares for which the option described above may be exercised. The underwriters must cover any such naked short position by purchasing shares in the open market. A naked short position is more likely to be created if the underwriters are concerned that there may be downward pressure on the price of the common stock in the open market after pricing that could adversely affect investors who purchase in the offering. Stabilizing transactions consist of various bids for or purchases of common stock made by the underwriters in the open market prior to the completion of the offering.

The underwriters may also impose a penalty bid. This occurs when a particular underwriter repays to the underwriters a portion of the underwriting discount received by it because the representatives have repurchased shares sold by or for the account of such underwriter in stabilizing or short covering transactions.

Purchases to cover a short position and stabilizing transactions, as well as other purchases by the underwriters for their own accounts, may have the effect of preventing or retarding a decline in the market price of our Class A common stock, and together with the imposition of the penalty bid, may stabilize, maintain or otherwise affect the market price of our Class A common stock. As a result, the price of the Class A common stock may be higher than the price that otherwise might exist in the open market. The underwriters are not required to engage in these activities and may end any of these activities at any time. These transactions may be effected on New York Stock Exchange, in the over-the-counter market or otherwise.

We and the selling stockholders estimate that the total expenses of the offering, excluding underwriting discounts and commissions, will be approximately $9.0 million. We have agreed to reimburse the underwriters for certain of their expenses relating to the clearance of this offering with the Financial Industry Regulatory Authority in an amount up to $50,000 and for certain expenses in connection with the directed share program. The underwriters have also agreed to reimburse us for certain expenses in connection with the offering.

We and the selling stockholders have agreed to indemnify the several underwriters against certain liabilities, including liabilities under the Securities Act.

Directed Share Program

At our request, the underwriters have reserved up to 5% of the shares of Class A common stock offered by this prospectus for sale at the initial public offering price through a directed share program to certain persons identified by management, which may include certain members of our board of directors. If purchased by these persons, in the case of the Company and any selling stockholders that are not officers or directors, these shares will not be subject to a lock-up restriction. The number of shares of Class A common stock available for sale to the general public will be reduced by the number of reserved shares sold to these individuals. Any reserved shares not purchased by these individuals will be offered by the underwriters to the general public on the same basis as the other shares of Class A common stock offered by this prospectus. Other than the underwriting discount described on the front cover of this prospectus, the underwriters will not be entitled to any commission with respect to shares of Class A common stock sold pursuant to the directed share program. We have agreed to indemnify the underwriters against certain liabilities and expenses, including liabilities under the Securities Act, in connection with sales of the shares reserved for the directed share program. Goldman Sachs & Co. LLC will administer our directed share program.

European Economic Area

In relation to each Member State of the European Economic Area (each, a Relevant Member State), an offer to the public of any shares of Class A common stock may not be made in that Relevant Member State, except that an offer to the public in that Relevant Member State of any shares of Class A common stock may be made at any time under the following exemptions under the EU Prospectus Regulation:

(a) to any legal entity which is a “qualified investor” as defined under the EU Prospectus Regulation;

(b) to fewer than 150 natural or legal persons (other than “qualified investors” as defined under the EU Prospectus Regulation), subject to obtaining the prior consent of the underwriters for any such offer; or

(c) in any other circumstances falling within Article 1(4) of the EU Prospectus Regulation, provided that no such offer of shares of Class A common stock shall result in a requirement for the Company or any of the underwriters to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or a supplemental prospectus pursuant to Article 23 of the Prospectus Regulation and each person who initially acquires any shares of Class A common stock or to whom any offer is made will be deemed to have represented, warranted and agreed to and with each of the underwriters and the Company that it is a qualified investor within the meaning of Article 2 of the EU Prospectus Regulation.

In the case of any shares of Class A common stock being offered to a financial intermediary as that term is used in Article 1(4) of the EU Prospectus Regulation, each financial intermediary will also be deemed to have represented, warranted and agreed that the shares of Class A common stock acquired by it in the offer have not been acquired on a non-discretionary basis on behalf of, nor have they been acquired with a view to their offer or resale to, persons in circumstances which may give rise to an offer of any shares of Class A common stock to the public, other than their offer or resale in a Relevant Member State to qualified investors as so defined or in circumstances in which the prior consent of the underwriters has been obtained to each such proposed offer or resale.

The Company, the underwriters and their affiliates will rely upon the truth and accuracy of the foregoing representations, warranties and agreements. Notwithstanding the above, a person who is not a “qualified investor” and who has notified the underwriters of such fact in writing may, with the prior consent of the Notwithstanding the above, a person who is not a “qualified investor” and who has notified the underwriters of such fact in writing may, with the prior consent of the underwriters, be permitted to acquire shares of Class A common stock in the offer.

For the purposes of this provision, the expression an “offer to the public” in relation to any shares of Class A common stock in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and any shares of Class A common stock to be offered so as to enable an investor to decide to purchase or subscribe for any shares of Class A common stock and the expression “EU Prospectus Regulation” means Regulation (EU) 2017/1129.

United Kingdom

An offer to the public of any shares of Class A common stock may not be made in the United Kingdom, except that an offer to the public in the United Kingdom of any shares of Class A common stock may be made at any time under the following exemptions under the UK Prospectus Regulation:

(a) to any legal entity which is a “qualified investor” as defined under the UK Prospectus Regulation;

(b) to fewer than 150 natural or legal persons (other than “qualified investors” as defined under the UK Prospectus Regulation), subject to obtaining the prior consent of underwriters for any such offer; or

(c) in any other circumstances falling within section 86 of the Financial Services and Markets Act 2000 (as amended, FSMA),

provided that no such offer of shares of Class A common stock shall result in a requirement for the Company or any underwriter to publish a prospectus pursuant to section 85 of the FSMA or a supplemental prospectus pursuant to Article 23 of the UK Prospectus Regulation and each person who initially acquires any shares of Class A common stock or to whom any offer is made will be deemed to have represented, warranted and agreed to and with each of the underwriters and the Company that it is a qualified investor within the meaning of Article 2 of the UK Prospectus Regulation.

In the case of any shares of Class A common stock being offered to a financial intermediary as that term is used in Article 1(4) of the UK Prospectus Regulation, each financial intermediary will also be deemed to have represented, warranted and agreed that the shares of Class A common stock acquired by it in the offer have not been acquired on a non-discretionary basis on behalf of, nor have they been acquired with a view to their offer or resale to, persons in circumstances which may give rise to an offer of any shares of Class A common stock to the public, other than their offer or resale in the United Kingdom to qualified investors as so defined or in circumstances in which the prior consent of the underwriters has been obtained to each such proposed offer or resale.

The Company, the underwriters and their affiliates will rely upon the truth and accuracy of the foregoing representations, warranties and agreements. Notwithstanding the above, a person who is not a “qualified investor” and who has notified the underwriters of such fact in writing may, with the prior consent of the underwriters, be permitted to acquire shares of Class A common stock in the offer.

For the purposes of this provision, the expression an “offer to the public” in relation to any shares of Class A common stock in the United Kingdom means the communication in any form and by any means of sufficient information on the terms of the offer and any shares of Class A common stock to be offered so as to enable an investor to decide to purchase or subscribe for any shares of Class A common stock.

This Prospectus is only being distributed to and is only directed at: (A) persons who are outside the United Kingdom; or (B) qualified investors who are also (i) investment professionals falling within Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (the Order), or (ii) high net worth companies, and other persons to whom it may lawfully be communicated, falling within Article 49(2)(a) to (d) of the Order (all such persons falling within (1)-(3) together being referred to as relevant persons). The shares of Class A common stock are only available to, and any invitation, offer or agreement to subscribe, purchase or otherwise acquire the shares of Class A common stock will be engaged in only with, relevant persons. Any person who is not a relevant person should not act or rely on this Prospectus or any of its contents.

Canada

The Class A common stock may be sold in Canada only to purchasers purchasing, or deemed to be purchasing, as principal that are accredited investors, as defined in National Instrument 45-106.

Prospectus Exemptions or subsection 73.3(1) of the Securities Act (Ontario), and are permitted clients, as defined in National Instrument 31-103 Registration Requirements, Exemptions, and Ongoing Registrant Obligations. Any resale of the shares of Class A common stock must be made in accordance with an exemption form, or in a transaction not subject to, the prospectus requirements of applicable securities laws.

Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if this offering memorandum (including any amendment thereto) contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser's province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser's province or territory of these rights or consult with a legal advisor.

Pursuant to section 3A.3 of National Instrument 33-105 Underwriting Conflicts (NI 33-105), the underwriters are not required to comply with the disclosure requirements of NI 33-105 regarding underwriter conflicts of interest in connection with this offering.

Hong Kong

The shares of Class A common stock may not be offered or sold in Hong Kong by means of any document other than (i) in circumstances which do not constitute an offer to the public within the meaning of the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32 of the Laws of Hong Kong) (Companies (Winding Up and Miscellaneous Provisions) Ordinance) or which do not constitute an invitation to the public within the meaning of the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong) (Securities and Futures Ordinance), or (ii) to "professional investors" as defined in the Securities and Futures Ordinance and any rules made thereunder, or (iii) in other circumstances which do not result in the document being a "prospectus" as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance, and no advertisement, invitation or document relating to the shares may be issued or may be in the possession of any person for the purpose of issue (in each case whether in Hong Kong or elsewhere), which is directed at, or the contents of which are likely to be accessed or read by, the public in Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to shares which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" in Hong Kong as defined in the Securities and Futures Ordinance and any rules made thereunder.

Singapore

This prospectus has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, this prospectus and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the shares may not be circulated or distributed, nor may the shares be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than (i) to an institutional investor (as defined under Section 4A of the Securities and Futures Act, Chapter 289 of Singapore (the SFA)) under Section 274 of the SFA, (ii) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA, in each case subject to conditions set forth in the SFA.

Where the shares of Class A common stock are subscribed or purchased under Section 275 of the SFA by a relevant person which is a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of

which is owned by one or more individuals, each of whom is an accredited investor, the securities (as defined in Section 239(1) of the SFA) of that corporation shall not be transferable for 6 months after that corporation has acquired the shares under Section 275 of the SFA except: (1) to an institutional investor under Section 274 of the SFA or to a relevant person (as defined in Section 275(2) of the SFA), (2) where such transfer arises from an offer in that corporation's securities pursuant to Section 275(1A) of the SFA, (3) where no consideration is or will be given for the transfer, (4) where the transfer is by operation of law, (5) as specified in Section 276(7) of the SFA, or (6) as specified in Regulation 32 of the Securities and Futures (Offers of Investments) (Shares and Debentures) Regulations 2005 of Singapore (Regulation 32).

Where the shares of Class A common stock are subscribed or purchased under Section 275 of the SFA by a relevant person which is a trust (where the trustee is not an accredited investor (as defined in Section 4A of the SFA)) whose sole purpose is to hold investments and each beneficiary of the trust is an accredited investor, the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferable for 6 months after that trust has acquired the shares under Section 275 of the SFA except: (1) to an institutional investor under Section 274 of the SFA or to a relevant person (as defined in Section 275(2) of the SFA), (2) where such transfer arises from an offer that is made on terms that such rights or interest are acquired at a consideration of not less than $200,000 (or its equivalent in a foreign currency) for each transaction (whether such amount is to be paid for in cash or by exchange of securities or other assets), (3) where no consideration is or will be given for the transfer, (4) where the transfer is by operation of law, (5) as specified in Section 276(7) of the SFA, or (6) as specified in Regulation 32.

Japan

The shares of Class A common stock have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended), or the FIEA. The shares of Class A common stock may not be offered or sold, directly or indirectly, in Japan or to or for the benefit of any resident of Japan (including any person resident in Japan or any corporation or other entity organized under the laws of Japan) or to others for reoffering or resale, directly or indirectly, in Japan or to or for the benefit of any resident of Japan, except pursuant to an exemption from the registration requirements of the FIEA and otherwise in compliance with any relevant laws and regulations of Japan.

The Company estimates that their share of the total expenses of the offering, excluding underwriting discounts and commissions, will be approximately $9.0 million.

The Company has agreed to indemnify the several underwriters against certain liabilities, including liabilities under the Securities Act.

The underwriters and their respective affiliates are full service financial institutions engaged in various activities, which may include sales and trading, commercial and investment banking, advisory, investment management, investment research, principal investment, hedging, market making, brokerage and other financial and non-financial activities and services. Certain of the underwriters and their respective affiliates have provided, and may in the future provide, a variety of these services to the issuer and to persons and entities with relationships with the issuer, for which they received or will receive customary fees and expenses.

In the ordinary course of their various business activities, the underwriters and their respective affiliates, officers, directors and employees may purchase, sell or hold a broad array of investments and actively trade securities, derivatives, loans, commodities, currencies, credit default swaps and other financial instruments for their own account and for the accounts of their customers, and such investment and trading activities may involve or relate to assets, securities and/or instruments of the issuer (directly, as collateral securing other obligations or otherwise) and/or persons and entities with relationships with the issuer. The underwriters and their respective affiliates may also communicate independent investment recommendations, market color or trading ideas and/or publish or express independent research views in respect of such assets, securities or instruments and may at any time hold, or recommend to clients that they should acquire, long and/or short positions in such assets, securities and instruments.

LEGAL MATTERS

The validity of the issuance of our Class A common stock offered in this prospectus will be passed upon for us by Wilson Sonsini Goodrich & Rosati, Professional Corporation, Palo Alto, California. As of the date of this prospectus, WS Investment Company, LLC (2017A), WS Investment Company, LLC (2015C), WS Investment Company, LLC (2015A), WS Investment Company, LLC (2013A), WS Investment Company LLC (2011A), and WS Investment Company, LLC (22A), each an investment fund affiliated with Wilson Sonsini & Rosati, Professional Corporation, currently hold 238,636 shares of our Class A common stock, including 1,726 shares of our Class A common stock that will be issued upon the Notes Conversion. Certain members of, and investment partnerships comprised of members, of Wilson Sonsini Goodrich & Rosati, Professional Corporation own an interest representing less than 2% of our common stock. Willkie Farr & Gallagher LLP, New York, New York is acting as counsel for the underwriters.

EXPERTS

The consolidated financial statements of Ibotta, Inc. as of December 31, 2023 and 2022, and for each of the years in the two-year period ended December, 31, 2023 have been included herein and in the registration statement in reliance upon the report of KPMG LLP, independent registered public accounting firm, appearing elsewhere herein, and upon the authority of said firm as experts in accounting and auditing.

WHERE YOU CAN FIND ADDITIONAL INFORMATION

We have filed with the SEC a registration statement on Form S-1 under the Securities Act with respect to the shares of our Class A common stock offered by this prospectus. This prospectus, which constitutes a part of the registration statement, does not contain all of the information set forth in the registration statement, as permitted by the rules and regulations of the SEC. For further information with respect to us and our common stock, we refer you to the registration statement, including the exhibits filed as a part of the registration statement. Statements contained in this prospectus concerning the contents of any contract or any other document is not necessarily complete. If a contract or document has been filed as an exhibit to the registration statement, please see the copy of the contract or document that has been filed. Each statement in this prospectus relating to a contract or document filed as an exhibit is qualified in all respects by the filed exhibit. The SEC also maintains an internet website that contains the registration statement of which this prospectus forms a part, as well as the exhibits thereto. These documents, along with future reports, proxy statements, and other information about us, are available at the SEC's website, www.sec.gov.

As a result of this offering, we will become subject to the information and reporting requirements of the Securities Exchange Act of 1934, as amended, and, in accordance with this law, will file periodic reports, proxy statements, and other information with the SEC. These periodic reports, proxy statements, and other information will be available for inspection and copying at the SEC's public reference facilities and the website of the SEC referred to above. We also maintain a website at https://www.ibotta.com where these materials are available. Upon the completion of this offering, you may access these materials free of charge as soon as reasonably practicable after they are electronically filed with, or furnished to, the SEC. Information contained on, or that can be accessible through, our website is not a part of this prospectus and the inclusion of our website address in this prospectus is an inactive textual reference only.

INDEX TO CONSOLIDATED FINANCIAL STATEMENTS

KPMG LLP
Suite 800
1225 17th Street
Denver, CO 80202-5598

Report of Independent Registered Public Accounting Firm

To the Stockholders and Board of Directors
Ibotta, Inc.:

Opinion on the Consolidated Financial Statements

We have audited the accompanying balance sheets of Ibotta, Inc. and subsidiaries (the Company) as of December 31, 2023 and 2022, the related consolidated statements of operations, comprehensive income (loss), redeemable convertible preferred stock and stockholders' equity (deficit), and cash flows for each of the years in the two-year period ended December 31, 2023, and the related notes (collectively, the consolidated financial statements). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2023 and 2022, and the results of its operations and its cash flows for each of the years in the two-year period ended December 31, 2023, in conformity with U.S. generally accepted accounting principles.

Basis for Opinion

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

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or

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

/s/ KPMG LLP

We have served as the Company's auditor since 2020.

Denver, Colorado
February 28, 2024

Ibotta, Inc.

BALANCE SHEETS

(In thousands, except share, per share and par value amounts)

	December 31,	
	2023	2022
Assets		
Current Assets:		
Cash and cash equivalents	$ 62,591	$ 17,818
Short-term investments	–	27,681
Accounts receivable, less allowances of $3,160 and $3,123, respectively	226,439	121,558
Prepaid expenses and other current assets	9,314	7,401
Total current assets	298,344	174,458
Property and equipment, less accumulated depreciation of $8,905 and $10,043, respectively	2,541	3,806
Capitalized software development costs, less accumulated amortization of $13,482 and $9,975, respectively	12,844	8,750
Equity investment	4,531	4,531
Other long-term assets	1,530	3,534
Total assets	$ 319,790	$ 195,079
Liabilities, Redeemable Convertible Preferred Stock and Stockholders' Equity (Deficit)		
Current liabilities:		
Accounts payable	$ 8,937	$ 5,860
Due to third-party publishers	73,155	12,431
Deferred revenue	2,628	3,051
User redemption liability	84,531	98,412
Accrued expenses	24,582	19,130
Other current liabilities	4,317	5,012
Total current liabilities	198,150	143,896
Long-term liabilities:		
Long-term debt, net	64,448	61,052
Convertible notes derivative liability	25,400	20,400
Other long-term liabilities	3,864	4,525
Total liabilities	291,862	229,873
Commitments and contingencies (Note 18)		
Redeemable convertible preferred stock, $0.00001 par value: 17,245,954 shares authorized, issued and outstanding as of December 31, 2023 and 2022	–	–
Stockholders' equity (deficit):		
Common stock, $0.00001 par value: 40,000,000 shares authorized as of December 31, 2023 and 2022; 9,207,337 and 8,793,880 shares outstanding as of December 31, 2023 and 2022, respectively	–	–
Additional paid-in capital	237,116	212,637
Accumulated deficit	(209,188)	(247,305)
Accumulated other comprehensive loss	–	(126)
Total stockholders' equity (deficit)	27,928	(34,794)
Total liabilities, redeemable convertible preferred stock and stockholders' equity (deficit)	$ 319,790	$ 195,079

See accompanying notes to the consolidated financial statements.

Ibotta, Inc.

CONSOLIDATED STATEMENTS OF OPERATIONS

(In thousands, except share and per share amounts)

	Year ended December 31,	
	2023	2022
Revenue	$ 320,037	$ 210,702
Cost of revenue	43,992	46,176
Gross profit	276,045	164,526
Operating expenses:		
Sales and marketing	114,756	110,069
Research and development	49,996	42,558
General and administrative	51,633	49,164
Depreciation and amortization	3,661	3,048
Total operating expenses	220,046	204,839
Income (loss) from operations	55,999	(40,313)
Other expense, net	(11,948)	(14,286)
Income (loss) before provision for income taxes	44,051	(54,599)
Provision for income taxes	(5,934)	(262)
Net income (loss)	$ 38,117	$ (54,861)
Net income (loss) per share:		
Basic	$ 4.26	$ (6.33)
Diluted	$ 1.42	$ (6.33)
Weighted average common shares outstanding:		
Basic	8,948,537	8,672,426
Diluted	26,921,567	8,672,426

See accompanying notes to the consolidated financial statements.

Ibotta, Inc.

CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)

(In thousands)

	Year ended December 31,	
	2023	2022
Net income (loss)	$ 38,117	$ (54,861)
Other comprehensive income (loss):		
Net unrealized gain (loss) on short-term investments	126	(126)
Total other comprehensive income (loss)	126	(126)
Comprehensive income (loss)	$ 38,243	$ (54,987)

See accompanying notes to the consolidated financial statements.

Ibotta, Inc.

CONSOLIDATED STATEMENTS OF REDEEMABLE CONVERTIBLE PREFERRED STOCK AND STOCKHOLDERS' EQUITY (DEFICIT)

(In thousands, except share amounts)

	Redeemable Convertible Preferred Stock		Common Stock		Additional Paid-In Capital	Accumulated Deficit	Accumulated Other Comprehensive Income (Loss)	Stockholders' Equity (Deficit)
	Shares	Amount	Shares	Amount				
Balance, December 31, 2021	17,245,954	$ –	8,436,602	$ –	$ 203,204	$ (192,444)	$ –	$ 10,760
Net loss	–	–	–	–	–	(54,861)	–	(54,861)
Other comprehensive loss	–	–	–	–	–	–	(126)	(126)
Exercise of stock options	–	–	164,506	–	1,144	–	–	1,144
Stock-based compensation expense (inclusive of capitalized stock-based compensation)	–	–	–	–	6,689	–	–	6,689
Release of restricted stock purchase shares from repurchase option	–	–	192,772	–	1,600	–	–	1,600
Balance, December 31, 2022	17,245,954	$ –	8,793,880	$ –	$ 212,637	$ (247,305)	$ (126)	$ (34,794)
Net income	–	–	–	–	–	38,117	–	38,117
Other comprehensive income	–	–	–	–	–	–	126	126
Exercise of stock options	–	–	311,251	–	3,049	–	–	3,049
Stock-based compensation expense (inclusive of capitalized stock-based compensation)	–	–	–	–	20,582	–	–	20,582
Release of restricted stock purchase shares from repurchase option	–	–	102,206	–	848	–	–	848
Balance, December 31, 2023	17,245,954	$ –	9,207,337	$ –	$ 237,116	$ (209,188)	$ –	$ 27,928

See accompanying notes to the consolidated financial statements.

Ibotta, Inc.

CONSOLIDATED STATEMENTS OF CASH FLOWS

(In thousands)

	Year ended December 31,	
	2023	**2022**
Operating activities		
Net income (loss)	$ 38,117	$ (54,861)
Adjustments to reconcile net income (loss) to net cash provided by (used in) operating activities:		
Depreciation and amortization	6,664	6,319
Impairment of capitalized software development costs	169	737
Stock-based compensation expense	6,991	6,500
Common stock warrant expense	13,177	–
Credit loss expense	828	580
Impairment of equity investment	–	4,532
Amortization of debt discount and issuance costs	3,310	2,569
Change in fair value of convertible notes derivative liability	5,000	4,300
Other	62	(394)
Changes in assets and liabilities:		
Accounts receivable	(105,709)	(34,505)
Other current and long-term assets	1,180	694
Accounts payable	1,818	(4,533)
Due to third-party publishers	60,724	12,020
Accrued expenses	5,196	2,886
Deferred revenue	(423)	398
User redemption liability	(13,881)	(2,225)
Other current and long-term liabilities	(507)	(1,516)
Net cash provided by (used in) operating activities	22,716	(56,499)
Investing activities		
Additions to property and equipment	(548)	(785)
Additions to capitalized software development costs	(7,680)	(6,228)
Acquisition of technology	–	(1,250)
Purchases of short-term investments	–	(65,980)
Sales of short-term investments	–	38,567
Maturities of short-term investments	27,900	–
Net cash provided by (used in) investing activities	19,672	(35,676)
Financing activities		
Proceeds from exercise of stock options	3,049	1,144
Draws on revolving line of credit	–	3,500
Repayments of revolving line of credit	–	(5,167)
Proceeds from convertible notes issuance	–	75,000
Debt issuance costs	(12)	(405)
Deferred offering costs	(652)	(25)
Net cash provided by financing activities	2,385	74,047
Net change in cash and cash equivalents	44,773	(18,128)
Cash, cash equivalents, beginning of period	17,818	35,946
Cash, cash equivalents, end of period	$ 62,591	$ 17,818
Supplemental disclosures of cash flow information		
Interest paid	$ 5,491	$ 3,517
Income taxes paid	4,110	71
Supplemental disclosures of non-cash investing and financing activities		
Stock-based compensation included in capitalized software development costs	414	188

See accompanying notes to the consolidated financial statements.

1. Nature of Operations

Ibotta, Inc. (the "Company", "we", or "our") is a technology company that allows consumer packaged goods (CPG) brands to deliver digital promotions to millions of consumers through a single, convenient network called the Ibotta Performance Network ("IPN"). We provide promotional services to publishers, retailers, and advertisers through the IPN, which includes our direct-to-consumer ("D2C") mobile, web, and browser extension properties and our growing network of third-party publisher properties. The majority of the Company's revenues are derived from the fees we earn from customers when consumers redeem offers. The Company also derives revenue from fees we earn from customers for digital promotions across the Company's platform in support of their promotional campaigns, as well as from data products.

Merger of Ibotta Colorado, Inc. and InStok LLC

On December 31, 2022, Ibotta entered into an Agreement and Plan of Merger (the "merger") with each of its wholly-owned subsidiaries, Ibotta Colorado, Inc. and Instok LLC, pursuant to which, the subsidiaries were merged with and into Ibotta, Inc. The subsidiary corporations ceased to exist, and Ibotta, Inc. continued as the surviving corporation.

2. Basis of Presentation and Summary of Significant Accounting Policies

Basis of Presentation and Consolidation

The consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States ("U.S. GAAP"). As discussed in Note 1 – Nature of Operations, on December 31, 2022, the Company merged its wholly-owned subsidiaries into Ibotta, Inc., and all intercompany balances were eliminated through the merger. Following the merger, the Company had no subsidiaries; therefore, the December 31, 2023 and 2022 balance sheets did not require consolidation. Additionally, during the year ended December 31, 2023, the statements of operations, comprehensive income (loss), redeemable convertible preferred stock and stockholders' equity (deficit), and cash flows did not require consolidation. For the year ended December 31, 2022, all intercompany transactions were eliminated in consolidation.

Use of Estimates

The preparation of consolidated financial statements in conformity with U.S. GAAP requires estimates and assumptions that affect the reported amounts and classifications of assets and liabilities, revenue and expenses, and the related disclosures of contingent liabilities in the consolidated financial statements and accompanying notes. Management evaluates its estimates that include, but are not limited to, revenue recognition, breakage, allowances for credit losses, income taxes and associated valuation allowances, leases, stock-based compensation, contingent liabilities, impairment of the equity investment, convertible notes derivative liability, software development costs, including capitalization and the allocation of labor costs between cost of revenue and research and development expense, and the useful lives and impairment of long-lived assets. The Company believes that the estimates, judgments, and assumptions used to determine certain amounts that affect the consolidated financial statements are reasonable, based on information available at the time they are made. Actual results could differ materially from these estimates.

Segments

The Company manages its operations and allocates resources as a single operating segment. Further, the Company manages, monitors and reports its financials as a single reporting segment. Operating segments are components of a company for which separate financial information is internally produced for regular use by the Chief Operating Decision Maker ("CODM") to allocate resources and assess the performance of the business. The Company's CODM is its Chief Executive Officer who makes

operating decisions, assesses financial performance, and allocates resources based on consolidated financial information.

Fair Value Measurements

When required by U.S. GAAP, assets and liabilities are reported at fair value on the balance sheets. Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date.

Valuation techniques used to measure fair value must maximize the use of observable inputs and minimize the use of unobservable inputs. Valuation inputs are arranged in a hierarchy that consists of the following levels:

- Level 1 inputs are quoted prices (unadjusted) in active markets for identical assets or liabilities that the reporting entity has the ability to access at the measurement date.
- Level 2 inputs are inputs other than Level 1 inputs such as quoted prices for similar assets or liabilities; quoted prices in markets with insufficient volume or infrequent transactions (less active markets); or model-derived valuations in which all significant inputs are observable or can be derived principally from or corroborated by observable market data for substantially the full term of the assets or liabilities.
- Level 3 inputs are unobservable inputs for the asset or liability.

The carrying amounts of the Company's cash equivalents, accounts receivable, accounts payable, and accrued expenses approximate fair value due to the short-term nature of these instruments.

Cash and Cash Equivalents

The Company considers all liquid investments with original maturities of three months or less to be cash equivalents. We maintain cash and cash equivalent balances that may at times exceed federally-insured limits.

Short-Term Investments

Short-term investments consist of corporate debt securities, U.S. Treasury securities, commercial paper, and supranational securities with terms greater than three months but less than one year at the date of purchase. Short-term investments acquired during the year ended December 31, 2022 were classified as available-for-sale and recorded at fair value. There were no short-term investments acquired during the year ended December 31, 2023. Unrealized gains and losses were reported as a separate component of accumulated other comprehensive loss in the balance sheet until realized. Interest income and realized gains and losses on short-term investments are recognized in other (expense) income, net in the consolidated statements of operations.

Concentration of Credit Risk

Financial instruments that potentially subject the Company to concentration of credit risk consist of cash, cash equivalents, accounts receivable and short-term investments. At times, such amounts may exceed federally-insured limits. The Company reduces credit risk by placing its cash, cash equivalents, and short-term investments with major financial institutions within the United States. Credit risk with respect to accounts receivable is dispersed due to the large number of customers. The Company does not require collateral for accounts receivable.

Accounts Receivable, Net

Accounts receivable are recorded at the invoiced amount of gross billings for fees and user awards, less an allowance for credit losses. Accounts receivable are unsecured and comprised of amounts due

from the Company's customers. The majority of the Company's customers are nationally recognized companies and generally have payment terms of 30 to 90 days.

An allowance for credit losses is recorded based on the best estimate of lifetime credit losses in existing accounts receivable. The allowance for credit losses is determined based on historical collection experience and the review in each period of the status of the then-outstanding accounts receivable, while taking into consideration current customer information, subsequent collection history, general economic conditions, and other relevant data. Account balances are charged against the allowance when the Company believes the receivable will not be recovered. Write-offs of accounts receivable were $0.8 million for the year ended December 31, 2023 and immaterial for the year ended December 31, 2022.

Property and Equipment, Net

Property and equipment are stated at cost less accumulated depreciation. Repair and maintenance costs are expensed as incurred, while improvements that extend the useful life of an asset are capitalized. Upon retirement or disposal of assets, the accounts are relieved of cost and accumulated depreciation, and any related gain or loss is recognized in the consolidated statements of operations.

Depreciation is recorded using the straight-line method over the estimated useful life of each asset, which are as follows:

Computer equipment	3 years
Leasehold improvements	Lesser of estimated useful life or lease term
Furniture and fixtures	8 years

Software Development Costs

The Company capitalizes certain costs associated with developing and enhancing internally developed software, primarily related to the Company's technology platform. These costs include personnel and related employee benefits expenses for employees who are directly associated with and who devote time to software development projects and external direct costs of services consumed in developing or obtaining the software. The Company begins to capitalize these costs when preliminary development efforts are successfully completed, management has authorized and committed project funding and it is probable that the project will be completed and the software will be used as intended. Capitalization ends once a project is substantially complete and the software is ready for its intended purpose. These costs are amortized on a straight-line basis over the estimated useful life of the software asset, which is typically three years. Costs incurred in the preliminary project stage and post-implementation operation stage are expensed as incurred and recorded in research and development expense in the consolidated statements of operations.

Equity Investment

The Company holds a minority equity investment in a company that we do not have the ability to exercise significant influence over and for which a readily determinable fair value is not available. The Company has elected the measurement alternative to measure the investment at cost, less impairments, if any, plus or minus changes resulting from observable price changes in orderly transactions for the identical or a similar investment. Observable price changes and impairment charges are recorded in other (expense) income, net in the consolidated statements of operations.

Intangible Assets

Intangible assets, which consist of acquired technology, are presented in other long-term assets on the balance sheets. Intangible assets acquired in an asset acquisition are stated at cost less accumulated

amortization and impairment losses, if any. Amortization is recorded using the straight-line method over an estimated useful life of three years.

Long-Lived Assets Impairment Assessment

Long-lived assets, including definite-lived intangible assets, are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. The Company performs impairment testing at the asset group level that represents the lowest level for which identifiable cash flows are largely independent of the cash flows of other assets and liabilities. The Company assesses recoverability of a long-lived asset group by determining whether the carrying value of the asset group can be recovered through projected undiscounted cash flows over their remaining lives. If the future undiscounted cash flows expected to result from the use of the related asset group are less than the carrying value of the asset group, an impairment has occurred. Any required impairment loss is measured as the amount by which the asset group's carrying value exceeds its fair value.

User Redemption Liability and Due to Third-Party Publishers

Consumers earn user awards by redeeming offers on both Ibotta's D2C properties and our third-party publisher properties. The undistributed user awards earned by consumers on D2C properties are reflected in the user redemption liability in the balance sheets. The user redemption liability is reduced as consumers cash out and through breakage (see Note 6 – User Redemption Liability Extinguishment). User awards earned by consumers on third-party publisher properties represent a payable reflected in the due to third-party publishers in the balance sheets. The due to third-party publishers liability may also include a revenue share payable for certain publishers that is a negotiated fixed percentage of our fee per redemption on the third-party publishers' properties.

Convertible Debt and Embedded Derivatives

The Company evaluates all conversion, redemption, and other features contained in a debt instrument to determine if the feature represents an embedded derivative that requires bifurcation from the host debt instrument. If an embedded feature possesses economic characteristics that are not clearly and closely related to those of the host contract and would qualify as a derivative instrument if it were freestanding, the embedded derivative is bifurcated from the host for measurement purposes. The embedded derivative is carried at fair value with changes in fair value recognized in other (expense) income, net in the period of change. The resulting discount is amortized to interest expense over the term of the host debt instrument using the straight-line method, which approximates the effective interest method.

The Company determined that certain conversion provisions embedded in the convertible notes issued during the year ended December 31, 2022 represent a contingent exchange feature that qualifies as an embedded derivative. Refer to Note 8 – Long-Term Debt for further information.

Debt Issuance Costs

Costs incurred to obtain debt, other than lines of credit, are recorded as a reduction of the carrying amount of the related liability and amortized over the term of the debt using the effective interest rate method. Costs incurred to obtain lines of credit are capitalized and included in other long-term assets on our balance sheets and amortized ratably over the term of the arrangement.

Operating Leases

The Company determines if an arrangement is a lease at the inception of the contract. Right-of-Use ("ROU") assets represent the Company's right to use an underlying asset for the lease term, and lease liabilities represent the Company's obligation to make lease payments arising from the lease. All of the Company's leases are operating leases.

Operating ROU assets and lease liabilities are recognized at the commencement date based on the present value of lease payments over the lease term. Leases may contain tenant improvement allowances, rent abatement, and rent escalation provisions, which are considered lease payments in determining the lease liabilities. To determine the present value of lease payments, we estimate the incremental borrowing rate based on the information available at commencement date. ROU assets are determined based on the initial lease liabilities adjusted for any prepayments, initial direct costs, and lease incentives received. The Company's lease terms include options to extend or terminate the lease when it is reasonably certain that the options will be exercised.

The Company begins recognizing lease expense when the lessor makes the underlying asset available for use. Lease expense is recognized on a straight-line basis over the lease term. Certain leases contain variable costs, such as common area maintenance, real estate taxes or other costs, which are expensed as incurred.

Leases with an initial term of 12 months or less are not recorded on the balance sheets. The Company recognizes lease expense for these short-term leases on a straight-line basis over the lease term. In addition, the Company elected to not separate lease and non-lease components for all of the Company's leases.

Revenue Recognition

The Company primarily derives revenues from the set-up and activation of cash back offers and digital promotions. The CPG brands that contract with the Company to deliver the digital promotions to consumers via the IPN are the Company’s customers. Third-party publishers such as Walmart are part of the IPN and act as a distributor of the offers and are not the Company’s customer. Revenue is recognized when, or as, control of the promised goods or services is transferred to the Company's customers, in an amount that represents the consideration the Company expects to be entitled to in exchange for those goods or services. This expected consideration is typically billed to customers on a monthly basis based on payment terms as defined in the contract, with no significant financing arrangements involved.

The Company benefits from contractual agreements with its customers that set forth the general terms and conditions of its relationships with them, including various facets of pricing, payment terms, and contract duration. The Company determines revenue recognition through the following steps:

- identification of the contract(s) with a customer;
- identification of the performance obligations within the contract;
- determination of the transaction price;
- allocation of the transaction price to the performance obligations in the contract; and
- recognition of revenue when, or as, the Company satisfies a performance obligation.

The principal activities from which the Company generates its revenue are as follows:

Redemption Revenue

The Company's customers promote their products and services to consumers through cash back offers on the IPN. The Company's performance obligation is to stand-ready to provide consumers access to redeem offers from customers on goods purchased. The associated redemption campaigns run until the budget is consumed, which is generally in one to three months. Consumers redeem offers to earn an award through account linking or receipt upload on Ibotta’s D2C properties or through integrations with third-party publisher properties. The award is funded by the customer and passed through to the consumer. The Company earns a fee per redemption which is recognized in the period in which the redemption occurred. The Company may also charge fees to set up a redemption campaign which are deferred and recognized over the average duration of historical redemption campaigns. Penalties or early

terminations are recognized as revenue when the associated penalty or termination event occurs. The Company recognizes revenues from redemption campaign customers as fees are earned, net of awards to consumers, as the Company acts as the agent to the Company's customers in the facilitation of the sale to the consumer.

The Company also offers consumers the option to purchase gift card codes to be used at various retailers. Ibotta contracts with third-party gift card providers to facilitate delivery of the gift card codes, acting as an agent to deliver these codes on behalf of its customer through Ibotta's D2C properties to the end user. Ibotta records the associated revenue, net of any costs associated with the third-party gift card code providers, at a point in time when the exchange occurs. Ibotta also provides a cash back offer to the consumer for the transaction, which is included in cost of revenue.

Ad & Other Revenue

The Company's customers may also run advertisements such as banners, tiles, newsletters, and feature placements on the D2C properties to promote their redemption campaigns, referred to as marketing services. When a consumer clicks on an advertisement, they are linked directly to the associated redemption campaign. Ad products are billed, and revenue is recognized, as the marketing services are performed over the advertising period. Ad products run in conjunction with the associated redemption campaign, either over the entire redemption campaign life or some portion of it. The Company recognizes revenue from customer run advertisements on a gross basis as the Company acts as the principal in the transaction.

When redemption campaigns and ad products are combined in a contract, revenue for stand-ready performance obligations is recognized as services are provided to customers. Contracts with fixed consideration are related to marketing services and revenue is recognized over the life of the contract as it is a separate performance obligation.

The Company also offers a number of data products and services to customers, including audience targeting, data licensing, and consumer insights and surveys. Some products and services are billed as a flat fee amount while others are billed based on usage. Data revenue is recognized as it is delivered on a gross basis as the Company acts as the principal in the transaction.

Practical Expedients

The majority of the Company's contracts are less than twelve months in duration. As a result, the Company has elected the following practical expedients:

- Incremental costs of obtaining a contract are recognized as an expense as incurred.
- Consideration is not adjusted for the effects of any financing components.

Cost of Revenue

Cost of revenue primarily consists of costs related to granting cash back offers and maintaining the Company's platform. Significant expenses include personnel costs, data hosting costs, user award costs, net of breakage, associated with gift card redemptions, and awards unlocked when a consumer watches an advertising video, amortization and maintenance of internal use software, including platform and related infrastructure costs, processing fees, third-party publisher revenue share, and affiliate network fees. Personnel costs included in cost of revenue include salaries, benefits, bonuses, and stock-based compensation, and are primarily attributable to personnel in the Company's engineering department who maintain the Company's platform.

Research and Development

The Company expenses the cost of research and development as incurred. Research and development expenses consist primarily of personnel-related costs for the Company's technology

departments working on product development, including salaries, benefits, bonuses, and stock-based compensation expense.

Sales and Marketing

Sales and marketing expenses consist of personnel costs and the cost of acquiring and retaining consumers, including the cost of certain consumer bonuses, promotions, and television and digital promotions. Personnel-related costs directly associated with the Company's sales and marketing departments include salaries, benefits, bonuses, commissions, and stock-based compensation. Other sales and marketing costs include self-funded cash back offers, which are comprised of cash back offers that are directly funded by Ibotta and other incentive bonuses provided to consumers as part of the Company's sales and marketing strategy to acquire and retain consumers. The Company expenses advertising costs as incurred. Advertising costs were $24.7 million and $29.6 million in 2023 and 2022, respectively.

Stock-Based Compensation

The Company grants stock options to employees and directors. Stock-based compensation is measured based on the grant date fair value of the options. Service-based awards are recognized as compensation expense, net of actual forfeitures, on a straight-line basis over the requisite service period, which is generally four years. Performance-based awards are recognized as compensation expense under the accelerated attribution method when performance conditions are considered probable of being achieved. The Company issues new shares of common stock to satisfy the exercise of options.

The fair value of stock options is estimated at the date of grant using the Black Scholes option-pricing model, which includes the following assumptions and estimates:

- *Expected Dividend Rate*- The expected dividend yield of zero as the Company has not paid and does not currently anticipate paying dividends on its common stock.
- *Expected Volatility*- The expected volatility is determined with reference to historical stock volatilities of comparable guideline public companies as the Company does not have a trading history for its common stock.
- *Expected Term*- The expected term is the period of time for which the award is expected to be outstanding, assuming that it vests. We estimate the expected term using the simplified method, calculated as the midpoint between the requisite service period and the contractual term of the award. The simplified approach is applied as we do not have sufficient historical information to develop reasonable expectations about future exercise patterns and post-vesting employment termination behavior.
- *Risk-Free Interest Rate*- The risk-free rate is determined based on the U.S. Treasury Yield Curve with respect to the stock options' expected term.
- *Fair Value of Common Stock*- The Company engages a valuation specialist to estimate the fair value of its common stock.

Income Taxes

The Company accounts for income taxes using the asset and liability method, under which, deferred tax assets and liabilities are recognized for the expected future tax consequences of temporary differences between the consolidated financial statement carrying amounts and the tax basis of assets and liabilities and net operating loss and tax credit carryforwards. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The Company applies a valuation allowance when it is more likely than not that the deferred tax assets will not be realized.

Significant judgment is required in determining any valuation allowance recorded against deferred tax assets. In assessing the need for a valuation allowance, the Company considers all available evidence, including past operating results, past reversals of temporary differences, estimates of future taxable income and the feasibility of tax planning strategies.

The Company recognizes the tax benefit from an uncertain tax position only if it is more likely than not that the tax position will be sustained on examination by the taxing authorities, based on the technical merits of the position. The tax benefits recognized in the consolidated financial statements from such positions are then measured based on the largest benefit that has a greater than 50% likelihood of being realized. The Company recognizes interest and penalties related to its uncertain tax positions in operating expenses in the consolidated statements of operations.

Net Income (Loss) Per Share

Basic net income (loss) per share is calculated by dividing net income (loss) by the weighted average number of shares of common stock outstanding during the period. Diluted net income (loss) per share adjusts the basic weighted average number of shares of common stock outstanding for the effect of potentially dilutive securities during the period. Potentially dilutive securities consist of stock options, restricted stock, convertible preferred stock, and common stock warrants. For purposes of the diluted net income (loss) per share calculation, potentially dilutive securities are excluded in periods in which there is a loss because the inclusion of the potential common shares would have an anti-dilutive effect.

Loss Contingencies

Loss contingencies, including claims and legal actions arising in the ordinary course of business, are recorded as liabilities when the likelihood of loss is probable, and an amount or range of loss can be reasonably estimated. If a loss is reasonably possible, the Company discloses the possible loss or states that such an estimate cannot be made.

Recent Accounting Pronouncements

In November 2023, the Financial Accounting Standards Board issued Accounting Standards Update (“ASU”) No. 2023-07, *Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures* (“ASU 2023-07”), which requires enhanced disclosures about significant segment expenses. In addition, the amendments include enhanced interim disclosure requirements, clarify circumstances in which an entity can disclose multiple segment measures of profit or loss, and provide new segment disclosure requirements for entities with a single reportable segment. The amendments of ASU 2023-07 are effective for fiscal years beginning after December 15, 2023, and interim periods within fiscal years beginning after December 15, 2024. Early adoption is permitted. While the application of this guidance will result in additional disclosure concerning the Company’s single reportable segment, it is not expected to have a significant impact on the Company’s consolidated financial statements.

Other than the item noted above, there have been no new accounting pronouncements not yet effective or adopted in the current year that the Company believes have a significant impact, or potentially significant impact, to its consolidated financial statements.

3. Short-Term Investments

The Company held no short-term investments as of December 31, 2023.

Short-term investments as of December 31, 2022 consisted of the following (in thousands):

	December 31, 2022			
	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value
Corporate securities	$ 4,928	$ –	$ (45)	$ 4,883
U.S. Treasury securities	7,972	–	(67)	7,905
Commercial paper	12,925	–	–	12,925
Supranational securities	1,982	–	(14)	1,968
Total short-term investments	$ 27,807	$ –	$ (126)	$ 27,681

4. Property, Equipment, and Software Development Costs

Property and equipment consist of the following (in thousands):

	December 31,	
	2023	2022
Computer equipment	$ 2,973	$ 5,409
Leasehold improvements	5,857	5,857
Furniture and fixtures	2,616	2,583
Property and equipment, gross	11,446	13,849
Less: Accumulated depreciation	(8,905)	(10,043)
Property and equipment, net	$ 2,541	$ 3,806

Depreciation expense was $2.0 million and $2.1 million for the years ended December 31, 2023 and 2022, respectively.

Software development costs consist of the following (in thousands):

	December 31,	
	2023	2022
Capitalized software development costs, gross	$ 26,326	$ 18,725
Less: Accumulated amortization	(13,482)	(9,975)
Capitalized software development costs, net	$ 12,844	$ 8,750

The Company capitalized software development costs of $8.1 million and $6.4 million during the years ended December 31, 2023 and 2022, respectively. Capitalized software development costs include software under development of $6.6 million and $2.5 million as of December 31, 2023 and 2022, respectively.

Capitalized software amortization expense recognized in cost of revenue for the years ended December 31, 2023 and 2022 was $3.0 million and $3.3 million, respectively. Capitalized software amortization expense recognized in depreciation and amortization expenses was $0.8 million for the year ended December 31, 2023, and was immaterial for the year ended December 31, 2022. Impairment charges were $0.2 million, and $0.7 million for the years ended December 31, 2023 and 2022, respectively.

5. Intangible Assets

On September 13, 2021, the Company purchased 100% of the outstanding equity interests of InStok LLC (d/b/a OctoShop), a Texas limited liability company ("OctoShop"), for an aggregate purchase price of $2.5 million (the "acquisition"). OctoShop developed a browser extension tool that allows users to compare prices and stock availability across retailers. The purchase price was comprised of $1.3 million paid at closing and $1.2 million of contingent consideration to be paid upon successful completion by the former owners of certain performance milestones.

The Company accounted for the acquisition as an asset acquisition under ASC 805–*Business Combinations*. During the year ended December 31, 2021, the Company allocated the cash consideration based on the relative fair values of the assets acquired, resulting in the allocation of $1.2 million to acquired technology and $0.1 million to cash. On February 14, 2022, the Company initiated payment of the remaining $1.2 million of contingent consideration for successful completion of the performance milestones. The payment was capitalized as part of the cost of the assets acquired.

Intangible assets, presented in other long-term assets on the balance sheets, consist of the following (in thousands):

	December 31,	
	2023	2022
Acquired technology, gross	$ 2,448	$ 2,448
Less: Accumulated amortization	(1,797)	(929)
Intangible assets, net	$ 651	$ 1,519

The weighted average remaining useful life was 0.7 years and 1.7 years as of December 31, 2023 and 2022, respectively. Amortization expense recognized in depreciation and amortization was $0.9 million and $0.8 million for the years ended December 31, 2023 and 2022, respectively.

The expected future amortization expense as of December 31, 2023 is as follows (in thousands):

Year ending December 31,	
2024	$ 651
Total amortization expense	$ 651

6. User Redemption Liability Extinguishment

The Company reflects a user redemption liability in the balance sheets associated with the undistributed earnings of consumers on Ibotta's D2C properties. A portion of these undistributed earnings is never expected to be cashed out by consumers due to inactivity and will therefore be recognized as breakage by the Company.

Consumers' accounts that have no activity for six months are considered inactive and charged a $3.99 per month maintenance fee until the balance is reduced to zero or new activity ensues. Deactivated accounts due to fraudulent activity are also recognized as breakage. The Company estimates breakage at the time of user redemption and reduces the user redemption liability accordingly. Breakage estimates are made based on historical breakage patterns, and the preparation of estimates includes judgments of the applicability of historical patterns to current and future periods. Breakage is recorded in revenue related to funded awards, as an offset to sales and marketing expense related to self-funded awards, and as an offset to cost of revenue related to consumer insights awards and gift card redemptions.

The Company's breakage is recorded as follows (in thousands):

	Year ended December 31,	
	2023	2022
Revenue	$ 26,025	$ 11,250
Cost of revenue	558	310
Sales and marketing	4,965	4,903
Total breakage	$ 31,548	$ 16,463

The user redemption liability was $84.5 million and $98.4 million as of December 31, 2023 and 2022, respectively.

7. Accrued Expenses

Accrued expenses consist of the following (in thousands):

	December 31,	
	2023	2022
Accrued employee expenses	$ 18,156	$ 14,205
Other accrued expenses	6,426	4,925
Total accrued expenses	$ 24,582	$ 19,130

8. Long-Term Debt

Long-term debt consists of the following (in thousands):

	December 31,	
	2023	2022
Convertible notes	$ 75,099	$ 75,000
Revolving line of credit	–	–
Total debt	75,099	75,000
Less: unamortized debt discount	(10,440)	(13,672)
Less: unamortized debt issuance costs	(211)	(276)
Long-term debt, net	$ 64,448	$ 61,052

As of December 31, 2023, with the exception of our convertible notes, which are scheduled to mature in 2027, no other contractual principal repayments of long-term debt are due within the next five years.

The Company recorded interest expense of $8.8 million and $6.2 million for the years ended December 31, 2023 and 2022, respectively, of which, $3.3 million and $2.6 million was related to the amortization of the debt discount and issuance costs, respectively.

Convertible Notes

On March 24, 2022 (the "Initial Closing"), the Company issued convertible unsecured subordinated promissory notes (the "notes" or "convertible notes") to certain investors, including certain related parties and a then officer of the Company (see Note 17 – Related Parties), in an aggregate principal amount of $75.0 million with a maturity date of March 24, 2027. Up to but not including the date that is 18 months after the Initial Closing, the convertible notes bear interest at a rate of 6.00% per annum, payable quarterly in cash or as payment-in-kind at the Company's election. Thereafter, subject to certain exceptions, the convertible notes bear interest at a rate of (A) the greater of (x) the three-month Secured Overnight Financing Rate and (y) 1.00% plus (B) 5.00%, payable quarterly in cash.

The outstanding amount of the notes will automatically convert into shares of the Company's common stock upon a qualified public transaction, including a qualified initial public offering, qualified direct listing, or qualified special purpose acquisition company transaction. The conversion price is the lesser of (i) $2.5 billion divided by the fully diluted outstanding capitalization of the Company immediately prior to the qualifying public transaction and (ii) the per share value of the Company as determined by the qualifying public transaction multiplied by a discount rate.

Upon closing of a qualified financing with aggregate gross proceeds of at least $50.0 million, the outstanding amount of the notes will automatically convert into fully paid and nonassessable shares of the Company's preferred stock issued in the financing. Upon closing of a financing other than a qualified financing, the holders may elect, with a majority interest, to convert all or a portion of the outstanding amount of the notes into fully paid and nonassessable share of the Company's preferred stock issued in the financing. The financing conversion price is the lesser of (i) $2.5 billion divided by the fully diluted outstanding shares of the Company immediately prior to the financing transaction and (ii) the lowest price per share paid by purchasers in the financing multiplied by a discount rate.

Upon a sale of the Company, the holders may elect, with a majority interest, to convert all of the outstanding amount of the notes into shares of the Company's then-outstanding most senior series of preferred stock (or into that number of shares of common stock into which such preferred stock would be convertible) at the conversion price that is the per share value of common stock established for purposes of the sale multiplied by the discount rate.

At maturity, the holders may elect, with a majority interest, to convert all of the outstanding amount of the notes into shares of the Company's then-outstanding most senior series of preferred stock at the lesser of the lowest price paid in cash for a share of such preferred stock or $36.134.

The applicable discount rate prior to or on the date 18 months after the Initial Closing is 77.5% and thereafter is 72.5%.

The Company determined that certain conversion provisions embedded in the convertible notes represent contingent exchange features that qualify as embedded derivatives under ASC 815–*Derivatives and Hedging*. The qualifying features were collectively bifurcated from the debt host and recorded as a derivative liability in the balance sheets. The derivative liability is accounted for on a fair market value basis. The initial value of the derivative liability at issuance was $16.1 million with the offset recorded as a discount to the notes. Changes in fair value are recognized in other (expense) income, net, in the consolidated statements of operations. The debt discount is amortized to interest expense over the contractual term of the debt using the straight-line method which approximates the effective interest method. Refer to Note 9 – Fair Value Measurements for further discussion of the valuation of the derivative liability.

2021 Credit Facility

On November 3, 2021, the Company executed the Third Amended and Restated Loan and Security Agreement with Silicon Valley Bank ("SVB"), which consists of a $50.0 million revolving line of credit with a maturity date of November 3, 2024 (the "2021 Credit Facility"). In the event of a public offering, the maturity date of the 2021 Credit Facility will be extended to November 3, 2026.

In March 2023, SVB was closed by the California Department of Financial Protection and Innovation due to liquidity concerns and entered into receivership with the Federal Deposit Insurance Corporation. First Citizens BancShares, Inc. ("First Citizens Bank") purchased substantially all loans and certain other assets and assumed all customer deposits and certain other liabilities of the former SVB, including the Company's 2021 Credit Facility. On March 28, 2023, the Company executed a letter agreement to amend the 2021 Credit Facility, to reduce the percentage of funds required to be maintained with SVB.

In December 2023, the Company executed the Second Loan Modification Agreement with SVB, which, among other things, extended the initial maturity date of the 2021 Credit Facility to November 3,

2025 and amended the financial covenant liquidity ratio calculation. The 2021 Credit Facility, as amended by the subsequent amendment and modification agreements, is referred to herein as the Amended 2021 Credit Facility.

Borrowings under the Amended 2021 Credit Facility bear interest at a floating annual rate equal to the greater of (i) an applicable floor rate that ranges from 2.25% to 3.0% based on the Company's average liquidity position as defined in the Amended 2021 Credit Facility and (ii) the prime rate less a margin that ranges from 0.25% to 1.0% based on the Company's average liquidity position as defined in the Amended 2021 Credit Facility. On December 31, 2023, the interest rate was 7.75% per annum. In addition, the Company pays an unused revolving line facility fee of 0.25% per year on the average monthly unused amount of commitments under the Amended 2021 Credit Facility. The Company is subject to a springing financial covenant to maintain a minimum liquidity ratio of 1.50x, depending on the Company's average liquidity position as defined in the Amended 2021 Credit Facility.

As of December 31, 2023, we had no outstanding balance under the Amended 2021 Credit Facility and $50.0 million available. The Company is in compliance with all financial covenants under the Amended 2021 Credit Facility during all periods presented. All obligations under the Amended 2021 Credit Facility are secured by substantially all of the assets of the Company, including intellectual property.

9. Fair Value Measurements

The following tables present information about financial instruments measured at fair value (in thousands):

	December 31, 2023			
	Total	Level 1	Level 2	Level 3
Assets:				
Cash equivalents	$ 57,890	$ 57,890	$ –	$ –
Short-term investments	–	–	–	–
Equity investment	4,531	–	–	4,531
Total assets	$ 62,421	$ 57,890	$ –	$ 4,531
Liabilities:				
Convertible notes derivative liability	25,400	–	–	25,400
Total liabilities	$ 25,400	$ –	$ –	$ 25,400

	December 31, 2022			
	Total	Level 1	Level 2	Level 3
Assets:				
Cash equivalents	$ 10,358	$ 10,358	$ –	$ –
Short-term investments	27,681	7,904	19,777	–
Equity investment	4,531	–	–	4,531
Total assets	$ 42,570	$ 18,262	$ 19,777	$ 4,531
Liabilities:				
Convertible notes derivative liability	20,400	–	–	20,400
Total liabilities	$ 20,400	$ –	$ –	$ 20,400

The fair values of cash equivalents and short-term investments are measured using quoted prices and prevailing market data obtained from an independent source and are therefore classified as Level 1 or 2 in the fair value hierarchy.

Long-term debt is recorded at its carrying value in the balance sheets, which may differ from its fair value. The fair value is estimated using Level 3 inputs in a Monte Carlo simulation. As of December 31, 2023 and December 31, 2022, the estimated fair value of the Company's convertible notes was $95.4 million and $79.8 million, respectively.

Equity Investment

On July 2, 2019, the Company acquired 628,930 shares of the Series A Preferred Stock of a privately-held software company in exchange for cash consideration of $0.8 million. The investment represents a minority interest, and the Company has determined that we do not have significant influence over the company. The preferred shares comprising the investment are illiquid, and the fair value is not readily determinable. The Company has elected the measurement alternative to measure this investment at cost, less impairments, if any, plus or minus changes resulting from observable price changes in orderly transactions for the identical or a similar investment. The equity investment is classified as Level 3 in the fair value hierarchy.

During the year ended December 31, 2023, the Company recorded no adjustments to the equity investment. During the year ended December 31, 2022, the Company determined that deterioration in both general market conditions and the industry in which the company operates represented a qualitative indicator of impairment. The Company used a market approach to estimate the fair value of the investment, which requires judgment and the use of unobservable inputs, including investee financial results and comparable market data of public companies. We remeasured the investment to $4.5 million as of December 31, 2022 and recorded a $4.5 million impairment charge in other (expense) income, net. No upward adjustments were recorded during the year ended December 31, 2022.

Since inception, the Company has recorded positive cumulative adjustments in the equity investment of $8.3 million and negative cumulative adjustments of $4.5 million.

Convertible Notes Derivative Liability

The convertible notes contain certain embedded features that are required to be bifurcated and recorded separately from the debt host as a derivative liability at fair value. Refer to Note 8 – Long-Term Debt for further information.

The fair value of the derivative liability was determined using a Monte Carlo simulation and a "with-and-without" valuation methodology. The inputs used to estimate the fair value of the derivative instrument include the probability of potential settlement scenarios, the expected timing of such settlement, and an expected volatility determined with reference to historical stock volatilities of comparable guideline public companies. The derivative liability is classified as Level 3 in the fair value hierarchy.

The following table summarizes the activity related to the fair value of the convertible notes derivative liability (in thousands):

	December 31,	
	2023	2022
Fair value at beginning of period	$ 20,400	$ –
Initial recognition of derivative liability	–	16,100
Change in fair value	5,000	4,300
Fair value at end of period	$ 25,400	$ 20,400

10. Operating Leases

The Company leases office space under a noncancelable operating lease with an expiration date of October 31, 2025 and an option to renew through 2030. The lease contains provisions for variable

property-related costs for which the Company is responsible, including common area maintenance, property taxes, and insurance.

The components of lease cost are as follows (in thousands):

	Year ended December 31,	
	2023	2022
Operating lease cost	$ 1,078	$ 1,262
Short-term lease cost	34	12
Variable lease cost	1,267	1,316
Total lease cost, net	$ 2,379	$ 2,590

Supplemental cash flow information related to operating leases was as follows (in thousands):

	Year ended December 31,	
	2023	2022
Cash paid for amounts included in the measurement of lease liabilities:		
Operating cash flows for operating leases	$ 1,854	$ 2,012
Right-of-use assets obtained in exchange for lease obligations	$ –	$ –

Supplemental balance sheet information related to operating leases was as follows (in thousands, except weighted average information):

		December 31,	
	Classification	2023	2022
Assets:			
Right-of-use assets – current	Prepaid expenses and other current assets	$ 922	$ 847
Right-of-use assets – long-term	Other long-term assets	831	1,752
Total leases assets		$ 1,753	$ 2,599
Liabilities:			
Operating lease liabilities – current	Other current liabilities	$ 1,752	$ 1,623
Operating lease liabilities – long-term	Other long-term liabilities	1,549	3,301
Total leased liabilities		$ 3,301	$ 4,924

The weighted average remaining lease term and discount rate were as follows:

	December 31, 2023
Weighted average remaining lease term (in years)	1.83
Weighted average discount rate	4.75 %

Maturities of lease liabilities as of December 31, 2023 are as follows (in thousands):

2024	$ 1,908
2025	1,616
2026	–
2027	–
Thereafter	–
Total minimum lease payments	3,524
Less: imputed interest	223
Present value of lease liabilities	$ 3,301

11. Redeemable Convertible Preferred Stock, Common Stock, Restricted Stock Purchase and Common Stock Warrants

Redeemable Convertible Preferred Stock

As of December 31, 2023, the Company was authorized to issue 17,245,954 shares of redeemable convertible preferred stock at a par value of $0.00001, designated in series as follows:

Series	Shares Authorized	Shares Issued and Outstanding	Per Share Issuance Price	Per Share Liquidation Preference	Per Share Dividend Rate Per Annum
Series Seed	2,407,363	2,407,363	$ 0.74	$ 0.74	$ 0.0592
Series A	1,984,186	1,984,186	4.10	4.10	0.3280
Series B	3,824,091	3,824,091	5.23	5.23	0.4184
Series C	3,300,548	3,300,548	11.61	11.61	0.9288
Series C-1	1,578,552	1,578,552	15.83	15.83	1.2660
Series D	4,151,214	4,151,214	36.13	36.13	2.8907
Total	17,245,954	17,245,954			

The rights, preferences and privileges of the redeemable convertible preferred stock are as follows:

Dividend Rights

The holders of redeemable convertible preferred stock shall be entitled to receive noncumulative dividends, when, as and if declared by the board of directors of the Company at the dividend rate specified for such shares of redeemable convertible preferred stock, payable in preference and priority to any declaration or payment of any distribution on common stock of the Company. Payment of any dividends to the holders of preferred stock shall be on a pro rata, pari passu basis in proportion to the dividend rates for each series of redeemable convertible preferred stock.

Redemption

No shares of redeemable convertible preferred stock are unilaterally redeemable by either the stockholders or the Company; however, the Company's restated certificate of incorporation provides that upon any Deemed Liquidation Event (defined below), the shares of a series of redeemable convertible preferred stock shall be entitled to receive the applicable liquidation preference for such series.

Liquidation Preference

In the event of any Deemed Liquidation Event, each holder of Series D redeemable convertible preferred stock shall be entitled to receive prior and in preference to any distribution of any of the assets to the holders of Series B, Series C and Series C-1 redeemable convertible preferred stock (collectively,

the “Senior redeemable convertible preferred stock”), Series Seed and Series A redeemable convertible preferred stock (collectively, the “Junior redeemable convertible preferred stock”) and common stock, an amount per share equal to the greater of (i) the amount equal to liquidation preference specified for such share plus an amount equal to all declared but unpaid dividends or such lesser amount as may be approved by the holders of at least two-thirds of the outstanding shares of Series D redeemable convertible preferred stock, or (ii) such amount per share the holder of Series D redeemable convertible preferred stock would be entitled to receive if such shares had been converted to common stock immediately prior to such Deemed Liquidation Event.

After the payment to the holders of Series D redeemable convertible preferred stock, each holder of Senior redeemable convertible preferred stock shall be entitled to receive prior and in preference to any distribution of any of the assets to the holders of Junior redeemable convertible preferred stock and common stock, an amount per share equal to the greater of (i) the amount equal to liquidation preference specified for such share plus an amount equal to all declared but unpaid dividends or such lesser amount as may be approved by the holders of at least two-thirds of the outstanding shares of Senior redeemable convertible preferred stock or (ii) such amount per share the holder of Senior redeemable convertible preferred stock would be entitled to receive if such shares had been converted to common stock immediately prior to liquidation event.

After the payment to the holders of Series D redeemable convertible preferred stock and Senior redeemable convertible preferred stock, each holder of Junior redeemable convertible preferred stock shall be entitled to receive prior and in preference to any distribution of any of the assets to the holders of common stock, an amount per share equal to the greater of (i) the amount equal to liquidation preference specified for such share plus an amount equal to all declared but unpaid dividends or such lesser amount as may be approved by the holders of at least two-thirds of the outstanding shares of Junior redeemable convertible preferred stock, or (ii) such amount per share the holder of Junior redeemable convertible preferred stock would be entitled to receive if such shares had been converted to common stock immediately prior to liquidation event.

A “Deemed Liquidation Event” is defined to include (i) the acquisition of the Company by another entity in a transaction or series of related transactions to which the Company is a party in which the holders of the voting securities of the Company outstanding immediately prior to such acquisition do not continue to retain immediately following such acquisition at least a majority of the total voting power represented by the outstanding voting securities of the Company or the surviving or resulting entity, or the parent entity that wholly owns the Company or the surviving or resulting entity immediately following such acquisition, or (ii) a sale, lease, or other disposition of all or substantially all of the assets of the Company and its subsidiaries taken as a whole (other than to a wholly-owned subsidiary of the Company), or (iii) any liquidation, dissolution or winding up of the Company, whether voluntary or involuntary.

Optional Conversion Option

Each share of redeemable convertible preferred stock shall be convertible, at the option of the holder thereof, at any time after the date of issuance of such share, into the number of fully-paid, non-assessable shares of common stock determined by dividing the original issue price for the relevant series by the conversion price for such series.

Conversion Price Adjustments

The conversion price per share of the redeemable convertible preferred stock will be reduced if the Company issues additional shares of common stock without consideration or for a consideration per share less than the applicable conversion price of a series of redeemable convertible preferred stock in effect.

The conversion ratio, the dividend rate, original issue price and the liquidation preference, as the case may be, of the affected series of redeemable convertible preferred stock will be adjusted in the case of

specified changes to the Company's capitalization as a result of subdivisions, combinations, reclassifications, reorganizations, exchanges and substitutions.

Automatic Conversion

Each share of redeemable convertible preferred stock shall automatically be converted into fully paid, non-assessable shares of common stock at then effective conversion rate for such share upon the occurrence of the earlier of the following events: (i) immediately prior to the closing of a firm commitment underwritten initial public offering covering the offer and sale of the Company's common stock, provided that the aggregate gross proceeds to the Company from the offering are not less than $50.0 million; or (ii) upon the receipt of a written request for such conversion from holders of at least two-thirds of the shares of redeemable convertible preferred stock then outstanding.

Voting Rights

Each holder of redeemable convertible preferred stock is entitled to the number of votes equal to the number of shares of common stock into which the shares of the redeemable convertible preferred stock held by such holder could be converted as of the applicable record date. However, with respect to potential Deemed Liquidation Events, as well as other situations, the common stockholders have protective rights whereby holders of a majority of the common stock, exclusive of all shares of redeemable convertible preferred stock, must approve any Deemed Liquidation Event. Given that Deemed Liquidation Events are within the control of the common stockholders, the redeemable convertible preferred stock is recognized as permanent equity within the consolidated statements of redeemable convertible preferred stock and stockholders' equity (deficit).

Protective Provisions

For so long as at least 500,000 shares of redeemable convertible preferred stock remain outstanding, the Company shall not without first obtaining the approval of the holders of at least two-thirds of the outstanding shares of the redeemable convertible preferred stock, (i) amend, alter or repeal any provision of the restated certificate of incorporation of the Company in a manner that adversely alters the rights, preferences, privileges or powers of, or restrictions provided for the benefit of, the redeemable convertible preferred stock or any series thereof; (ii) increase or decrease the authorized number of shares of the Company's capital stock; (iii) acquire any shares of the common stock of the Company by purchase, redemption or other acquisition, other than a repurchase approved by the Board, including the Series B Director, of shares of common stock issued to or held by employees, officers, directors, or consultants of the Company or its subsidiaries, either upon termination of their employment or services pursuant to agreements providing for the right of said repurchase or pursuant to rights of first refusal contained in agreements providing for such right; (iv) declare or pay any distribution with respect to the common stock; (v) authorize, approve or enter into any agreement to consummate a Deemed Liquidation Event; or (vi) amend, alter or repeal Article V, Sections 5 or 6(a) of the Company's restated certificate of incorporation.

For so long as at least 500,000 shares of Series D redeemable convertible preferred stock or Series C-1 redeemable convertible preferred stock remain outstanding, the Company shall not without first obtaining the approval of the holders of at least two-thirds of the outstanding shares of the Series D redeemable convertible preferred stock or Series C-1 redeemable convertible preferred stock, as the case may be, (i) authorize a merger, acquisition, sale of assets or other corporate reorganization of the Company or any of its subsidiaries that would provide consideration to the holders of Series D redeemable convertible preferred stock or Series C-1 redeemable convertible preferred stock in an amount per share for each share that is less than the then-current liquidation preference of such series of redeemable convertible preferred stock; (ii) voluntarily liquidate or dissolve the Company; (iii) initiate or consummate an initial public offering with an offering price for each share of common stock that is less than the then-current liquidation preference amount per share of such series of redeemable convertible preferred stock; (iv) authorize an automatic conversion of the redeemable convertible preferred stock if such conversion will be consummated in connection with a Deemed Liquidation Event that will provide

consideration to the holders of these series in an amount per share for each share that is less than the then-current liquidation preference amount per share for such series of redeemable convertible preferred stock; (v) amend, alter or repeal any provision of the restated certificate of Incorporation of the Company in a manner that adversely alter the rights, preferences, privileges or powers of, or restrictions provided for the benefit of Series D redeemable convertible preferred stock or Series C-I redeemable convertible preferred stock, as the case may be; or (vi) amend Section 6(c) or 6(d) of the Company's restated certificate of incorporation, as applicable to such series of redeemable convertible preferred stock.

Common Stock

As of December 31, 2023, the Company was authorized to issue 40,000,000 shares of common stock with a par value of $0.00001. As of December 31, 2023, the Company had reserved shares of common stock for future issuances in connection with the following:

	Number of Shares
Redeemable convertible preferred stock outstanding	17,245,954
Stock options outstanding	4,516,612
Restricted stock purchase	113,846
Common stock warrants	3,528,577
Total shares	25,404,989

Protective Provisions

With respect to potential Deemed Liquidation Events, as well as other situations, the common stockholders have protective rights whereby holders of a majority of the common stock, exclusive of the redeemable convertible preferred stock, must approve any Deemed Liquidation Event. As such, the Deemed Liquidation Event is within the control of the common stockholders.

Restricted Stock Purchase

On February 9, 2021, the Company granted an officer of the Company the right to purchase 408,824 shares of restricted common stock, and the officer exercised the purchase option at the grant date fair value of $8.30 per share, for a total exercise price of $3.4 million (the "restricted stock purchase"). As the restricted stock purchase contained a repurchase option for the Company, the exercise price was initially recognized as a deposit liability that will be offset to additional paid in capital as the repurchase option is released. One quarter of the shares were released from the Company's repurchase option on the one-year anniversary of the grant, and one forty-eighth of the shares shall be released monthly for the thirty-six months thereafter.

As of December 31, 2023, $2.4 million had been released from the Company's repurchase option and recorded to additional paid in capital. The portion of shares to be released from the repurchase option in the next 12 months, recorded in other current liabilities, is $0.8 million, and the remainder of $0.2 million is recorded in other long-term liabilities. As of December 31, 2022, $1.6 million had been released from the Company's repurchase option and recorded to additional paid in capital. As of December 31, 2022, the portion of shares to be released from the repurchase option in the next 12 months, recorded in other current liabilities, was $0.9 million, and the remainder of $0.9 million was recorded in other long-term liabilities.

Common Stock Warrants

On May 17, 2021, the Company issued a common stock purchase warrant to Walmart Inc. (the "Walmart Warrant") in connection with a multi-year strategic relationship that makes Ibotta the exclusive provider of digital item-level rebate offer content for Walmart U.S. (the "Commercial Agreement"). The Walmart Warrant was issued in exchange for access to Walmart consumers and is accounted for under

ASC 718, *Compensation–Stock Compensation* ("ASC 718"), as a share-based payment to a nonemployee in exchange for services to be recognized in the same manner as if the Company paid cash for the services.

Pursuant to the terms of the Walmart Warrant, Walmart has the right to purchase up to 3,528,577 shares of the Company's common stock, subject to a non-discretionary anti-dilution provision, at an exercise price of $70.12, subject to decreases in the event of an initial public offering, a change in control, a direct listing, or a special purpose acquisition company transaction (i.e., liquidity event), if certain pricing thresholds are not met.

Vesting of the Walmart Warrant is subject to certain conditions, including the achievement of certain milestones and satisfaction of obligations of both parties, or (with respect to 1,411,430 of such shares) the passage of time after the achievement of certain milestones, subject to acceleration if certain operating goals are achieved. Failure to satisfy these conditions or termination of the Commercial Agreement would result in a decrease in the number of shares vesting under the Walmart Warrant. The Walmart Warrant expires, and any vested warrants are no longer exercisable, effective May 17, 2031, or May 17, 2028 in certain cases if the Commercial Agreement is no longer in effect.

The grant date (measurement date) of the Walmart Warrant is May 17, 2021, which is the date of the Commercial Agreement. The aggregate grant date fair value of the Walmart Warrant was $35.3 million. To factor in the various terms and conditions of the Walmart Warrant, including the potential adjustments if certain pricing thresholds are not met upon an initial public offering or other liquidity event, the fair value was determined based on probability weighted estimated fair values determined under both a Black-Scholes option pricing valuation model (assuming no liquidity event) and a Monte Carlo simulation valuation model (assuming a potential liquidity event) with the following assumptions:

	Black-Scholes Option Pricing Model	Monte Carlo Simulation
Risk-free interest rate	1.64 %	1.64 %
Expected dividend yield	–	–
Expected volatility	50 %	50 % / 65 %
Expected term (in years)	10	10

The potential impact of adjustments to the exercise price if certain pricing thresholds are not achieved upon a liquidity event is factored into the grant date fair value of the Walmart Warrants (i.e., considered a market condition). To the extent the Walmart Warrants are modified under the anti-dilution or other provisions, the modification guidance in ASC 718 would be applied, which could result in incremental expense.

The fair value of the portion of the Walmart Warrant that vests upon achievement of the performance conditions is recognized as sales and marketing expense when the performance conditions are considered probable of achievement, and the fair value of the remaining portion is recognized as sales and marketing expense over time beginning upon achievement of certain performance conditions through the remainder of the Commercial Agreement term, subject to acceleration if certain operating goals are achieved, and subject to certain forfeiture and repurchase terms.

As of December 31, 2022, the performance condition required for vesting was not considered probable, and therefore no stock-based compensation expense was recorded. During the year ended December 31, 2023, the performance condition required for vesting was considered probable. Stock-based compensation expense of $13.2 million was recognized during the year ended December 31, 2023 in sales and marketing expense, of which $12.3 million related to the vesting of the performance condition, while $0.9 million related to the vesting of the service condition. Stock-based compensation cost yet to be recognized related to the unvested portion of the Walmart Warrant was $22.1 million as of

December 31, 2023, subject to a non-discretionary anti-dilution provision. This amount is expected to be recognized over a weighted average period of 4.8 years.

12. Revenue from Contracts with Customers

Disaggregation of Revenue

The Company's disaggregated revenue by type of service is as follows (in thousands):

	Year ended December 31,	
	2023	2022
Redemption revenue	$ 243,886	$ 138,657
Ad & other revenue	76,151	72,045
Total revenue	$ 320,037	$ 210,702

Deferred Revenues

Deferred revenues primarily consist of fees and cash back offers collected from customers that will be applied to future campaigns. Deferred revenues are expected to be recognized as consumers redeem offers over the term of the campaigns net of the cash back offer, which generally occurs within twelve months. Deferred revenues were $2.6 million and $3.1 million as of December 31, 2023 and 2022, respectively.

For the years ended December 31, 2023 and 2022, the Company recognized revenue of $2.7 million and $2.1 million, respectively, that was included in the deferred revenue balance as of December 31, 2022 and 2021, respectively.

13. Stock-Based Compensation

Stock-Based Compensation Expense

The Company's stock-based compensation expense is recorded as follows (in thousands):

	Year ended December 31,	
	2023	2022
Cost of revenue	$ 659	$ 854
Sales and marketing[(1)]	15,420	1,836
Research and development	2,074	1,835
General and administrative	2,015	1,975
Total stock-based compensation expense	$ 20,168	$ 6,500

(1) Sales and marketing includes common stock warrant expense of $13.2 million and $0 recognized during the years ended December 31, 2023 and 2022, respectively.

The Company capitalized an immaterial amount of stock-based compensation expense to capitalized software development costs during the years ended December 31, 2023 and 2022. Unrecognized stock-based compensation expense for unvested stock options as of December 31, 2023 was $14.9 million and is expected to be recognized over a weighted average period of 2.6 years.

Equity Incentive Plan

The 2011 Equity Incentive Plan permits employee grants of up to 9,457,531 shares of common stock, or approximately 34% of the Company's fully diluted shares as of December 31, 2023. The Company's option awards typically vest over a three or four-year period and expire ten years from the grant date. The exercise price of the option awards is typically equal to the fair value of the Company's common stock at

the date of grant. As defined in the individual option award agreements, certain option awards provide for accelerated vesting if there is a sale of the Company and the outlined employees are terminated in a specific time period thereafter.

A summary of option activity for the year ended December 31, 2023 is as follows:

	Options	Weighted Average Exercise Price	Weighted Average Remaining Contractual Term (in years)	Aggregate Intrinsic Value (in thousands)
Options outstanding as of January 1, 2023	4,078,088	$ 14.54	7.8	$ 5,801
Granted	1,191,920	13.48		
Exercised	(311,251)	9.80		
Forfeited or expired	(442,145)	17.08		
Options outstanding as of December 31, 2023	4,516,612	$ 14.34	7.4	$ 75,915
Options vested and exercisable as of December 31, 2023	2,441,682	$ 12.32	6.6	$ 45,968

The total intrinsic value of stock options exercised during the years ended December 31, 2023 and 2022 was $2.8 million and $2.0 million, respectively.

Unvested option activity for the year ended December 31, 2023 is as follows:

	Options	Weighted Average Grant Date Fair Value
Options unvested as of January 1, 2023	2,317,670	$ 11.44
Granted	1,191,920	$ 9.00
Vested	(1,040,254)	$ 9.63
Forfeited or expired	(394,406)	$ 10.67
Options unvested as of December 31, 2023	2,074,930	$ 11.06

The total fair value of stock options vested during the years ended December 31, 2023 and 2022 was $10.0 million and $6.7 million, respectively.

The weighted average grant date fair value for options granted during the years ended December 31, 2023 and 2022 was $9.00 and $10.77, respectively. The fair value of options granted was estimated using the Black Scholes option-pricing model using the following weighted average assumptions:

	Year ended December 31,	
	2023	2022
Risk-free interest rate	4.16 %	2.43 %
Expected dividend yield	–	–
Expected volatility	71 %	66 %
Expected term (in years)	6.04	5.90

14. Employee Benefit Plan

The Company sponsors a defined contribution plan pursuant to Section 401(k) of the Internal Revenue Code for all eligible employees. The Company's matching contribution expense was $2.9 million and $2.3 million during the years ended December 31, 2023 and 2022, respectively.

15. Income Taxes

The provision for income taxes for the years ended December 31, 2023 and 2022 consisted of the following components (in thousands):

	Year ended December 31,	
	2023	2022
Current taxes:		
Federal	$ 2,419	$ –
State	3,515	262
Total current taxes	5,934	262
Deferred taxes:		
Federal	–	–
State	–	–
Total deferred taxes	–	–
Provision for income taxes	$ 5,934	$ 262

The following table summarizes the significant differences between the U.S. federal statutory tax rate and the Company's effective tax rate:

	Year ended December 31,	
	2023	2022
Federal income tax rate	21.00 %	21.00 %
State and local taxes, net of federal benefit	6.30 %	(0.38)%
Permanent items	6.67 %	(4.03)%
Stock-based compensation	2.11 %	(1.90)%
Net federal prior period adjustment	(0.47)%	(2.94)%
Change in valuation allowance	(17.79)%	(34.91)%
Tax credit	(15.04)%	22.68 %
Warrant expenses	6.29 %	– %
Uncertain tax position	4.40 %	– %
Effective tax rate	13.47 %	(0.48)%

The significant components of deferred income taxes are as follows (in thousands):

	December 31,	
	2023	2022
Deferred tax assets:		
Net operating loss, credit carryforwards	$ 12,911	$ 33,057
Accruals and reserves	7,309	7,186
User redemption liability	11,637	14,719
Capitalized research and development	30,285	13,016
Gross deferred tax assets	62,142	67,978
Less: valuation allowance	(58,624)	(65,270)
Total deferred tax assets	3,518	2,708
Deferred tax liabilities:		
Property and equipment	(2,045)	(755)
Other deferred tax liabilities	(1,473)	(1,953)
Gross deferred tax liabilities	(3,518)	(2,708)
Net deferred tax (liabilities) assets	$ –	$ –

In accordance with ASU 2015-17, *Income Taxes, (Topic 740): Balance Sheet Classification of Deferred Taxes*, all deferred tax assets and liabilities have been classified to be classified as noncurrent on the balance sheets.

In assessing the realizability of deferred tax assets, management considers whether it is more likely than not that some portion or all of the deferred income tax assets will not be realized. The ultimate realization of deferred tax assets is dependent upon the generation of future taxable income during the periods in which those temporary differences become deductible. Management considers the scheduled reversal of deferred tax liabilities, projected future taxable income, and tax planning strategies in making this assessment. Based upon the cumulative losses in recent periods and projections for future taxable income over the periods in which the deferred tax assets are deductible, management believes it is not more likely than not that the Company will realize the benefits of these deductible differences; accordingly, a valuation allowance has been established against the Company's deferred tax assets.

The Company believes there is a reasonable possibility that sufficient positive evidence may become available to reach a conclusion that the valuation allowance on certain deferred tax assets will no longer be needed. Releasing the valuation allowance, or a portion thereof, would result in the recognition of previously unrecognized deferred tax assets and a decrease to income tax expense in the period the release is recorded. The exact timing and amount of the valuation allowance release are subject to change.

The table below details the activity of the deferred tax assets valuation allowance (in thousands):

	Balance at Beginning of Year	Additions	Deductions	Balance at End of Year
Deferred tax assets valuation allowance:				
Year ended December 31, 2023	$ (65,270)	$ –	$ 6,646	$ (58,624)
Year ended December 31, 2022	$ (43,440)	$ (21,830)	$ –	$ (65,270)

As of December 31, 2023, the Company had no federal net operating losses, net of uncertain tax positions for U.S. federal income tax purposes. As of December 31, 2023, the Company had federal tax credit carryforward of $17.7 million. If unused, the federal tax credit carryforwards will begin to expire in 2038.

The Company has state net operating loss carryforwards of $76.5 million, net of uncertain tax positions, as of December 31, 2023, available for carryforward to future years. $63.0 million of state net operating losses expire between 2026 through 2042. $13.5 million of state net operating losses in 2018 and subsequent years for states that conform to the federal tax law changes do not expire and can be carried forward indefinitely. If a business combination is consummated such that a change in control occurs, these net operating losses may become subject to an annual limitation as defined under Section 382 of the Internal Revenue Code of 1986, as amended.

Management has evaluated the income tax positions taken or expected to be taken, if any, on income tax returns filed and the likelihood that, upon examination by relevant jurisdictions, those income tax positions would be sustained. The Company recognizes interest accrued and penalties related to unrecognized uncertain tax position benefits in income tax expense. Total accrued interest and penalties as of December 31, 2023 and 2022 were immaterial. A reconciliation of the beginning and ending amount of unrecognized tax benefits were as follows (in thousands):

	December 31,	
	2023	2022
Beginning balance	$ 17,251	$ 18,800
Additions based on tax positions related to the current year	2,303	1,855
Reductions based on tax positions related to current year	(4,248)	(3,404)
Ending balance	$ 15,306	$ 17,251

An insignificant portion of the unrecognized tax benefits, if recognized, is expected to impact the effective tax rate. A material reduction of unrecognized tax benefits within the next twelve months is not expected.

The Company's federal and state income tax returns are subject to audit. The Company is not currently under audit by federal and state taxing authorities. For federal and state income tax purposes, the Company's 2020 through 2022 tax years remain open for examination by the authorities under the normal three-year statute of limitations. Should the Company utilize any of its federal or state NOLs, the tax year to which the original loss relates will remain open to examination.

16. Net Income (Loss) Per Share

Basic and diluted net income (loss) per share is calculated as follows (in thousands, except share and per share amounts):

	Year ended December 31,	
	2023	2022
Numerator:		
Net income (loss)	$ 38,117	$ (54,861)
Denominator:		
Weighted average shares of common stock outstanding, basic	8,948,537	8,672,426
Plus: dilutive effect of stock options	727,076	–
Plus: dilutive effect of redeemable convertible preferred stock	17,245,954	–
Weighted average shares of common stock outstanding, diluted	26,921,567	8,672,426
Net income (loss) per share, basic	$ 4.26	$ (6.33)
Net income (loss) per share, diluted	$ 1.42	$ (6.33)

The following potentially dilutive common shares were excluded from the computation of diluted net income or loss per share:

	Year ended December 31,	
	2023	2022
Stock options that were antidilutive	2,944,025	4,078,088
Unvested shares of restricted stock purchase	113,846	216,052
Redeemable convertible preferred stock	—	17,245,954
Common stock warrants	3,528,577	3,528,577
Total shares excluded from diluted net income (loss) per share	6,586,448	25,068,671

Potentially dilutive common shares with respect to the convertible notes are not presented in the table above as no conditions required for conversion have occurred.

17. Related Parties

Retention of Wilson Sonsini Goodrich & Rosati, P.C.

Larry W. Sonsini, a member of the Company's Board of Directors, is a founding partner of the law firm Wilson Sonsini Goodrich and Rosati, Professional Corporation ("Wilson Sonsini"), which serves as outside corporate counsel to the Company. During the years ended December 31, 2023 and 2022, the Company spent a total of $2.0 million and $0.5 million, respectively. Amounts payable to Wilson Sonsini were $1.0 million as of December 31, 2023, and immaterial as of December 31, 2022.

Convertible Notes

The Company issued convertible notes to certain investors on March 24, 2022 (see Note 8 – Long-Term Debt). Convertible notes in the principal aggregate amount of $69.5 million were issued to Koch Disruptive Technologies, LLC ("KDT"), the sole purchaser of the Company's Series D convertible preferred stock and beneficial owner of more than 5% of the Company's outstanding capital stock. KDT is also represented on the Company's Board of Directors. Convertible notes in the principal aggregate amount of $0.5 million each were also issued to a then officer of the Company, an immediate family member of an officer and principal owner of the Company, and a trust to which an immediate family member of an officer and principal owner of the Company is a trustee.

18. Commitments and Contingencies

Letter of Credit

The Company has a standby letter of credit with Silicon Valley Bank, a division of First Citizens Bank, in the amount of $0.8 million as of December 31, 2023 in conjunction with leased real estate. During the year ended December 31, 2023, the standby amount was reduced by $0.3 million in accordance with the terms of the lease agreement. As of December 31, 2023 and 2022, no amounts had been drawn.

Tax Reserves

We conduct operations in many tax jurisdictions. In some of these jurisdictions, non-income-based taxes, such as sales and other indirect taxes, may be assessed on our operations. There is uncertainty and judgement as to the taxability of the Company's services and what constitutes sufficient presence for a jurisdiction to levy such taxes.

The Company records tax reserves in other current liabilities on the balance sheets when they become probable and the amount can be reasonably estimated. As of December 31, 2023 and 2022, the Company recorded an estimated tax reserve of $0.6 million and $1.1 million, respectively. Due to the estimates involved in the analysis, the Company expects that the liability will change over time and could

exceed the current estimate. The Company may also be subject to examination by the relevant state taxing authorities.

19. Subsequent Events

The Company evaluated subsequent events through February 28, 2024, the date the accompanying consolidated financial statements were available to be issued. There were no significant subsequent events identified.

Through and including , (the 25th day after the date of this prospectus) all dealers that effect transactions in these securities, whether or not participating in this offering, may be required to deliver a prospectus. This is in addition to the dealers' obligation to deliver a prospectus when acting as underwriters and with respect to their unsold allotments or subscriptions.

5,625,000 Shares

Class A Common Stock

PROSPECTUS

Goldman Sachs & Co. LLC

Citigroup

BofA Securities

Evercore ISI

UBS Investment Bank

Wells Fargo Securities

Citizens JMP

Needham & Company

Raymond James

, 2024

PART II

INFORMATION NOT REQUIRED IN THE PROSPECTUS

Item 13. Other Expenses of Issuance and Distribution

The following table sets forth the expenses to be incurred in connection with the offering described in this Registration Statement, other than underwriting discounts and commissions, all of which will be paid by us. All amounts are estimates except the Securities and Exchange Commission's registration fee, the Financial Industry Regulatory Authority, Inc.'s (FINRA) filing fee and the listing fee.

	Amount to be Paid
SEC registration fee	$ 80,202
FINRA filing fee	82,007
Exchange listing fee	300,000
Printing and engraving expenses	214,861
Legal fees and expenses	4,302,000
Accounting fees and expenses	1,400,369
Transfer agent and registrar fees	20,000
Miscellaneous expenses	2,600,562
Total	$ 9,000,000

Item 14. Indemnification of Directors and Officers

Section 145 of the DGCL empowers a corporation to indemnify its directors and officers and to purchase insurance with respect to liability arising out of their capacity or status as directors and officers, provided that the person acted in good faith and in a manner the person reasonably believed to be in our best interests, and, with respect to any criminal action, had no reasonable cause to believe the person's actions were unlawful. The DGCL further provides that the indemnification permitted thereunder shall not be deemed exclusive of any other rights to which the directors and officers may be entitled under the corporation's bylaws, any agreement, a vote of stockholders or otherwise. The amended and restated certificate of incorporation of the registrant to be in effect upon the completion of this offering provides for the indemnification of the registrant's directors and officers to the fullest extent permitted under the DGCL. In addition, the amended and restated bylaws of the registrant to be in effect upon the completion of this offering require the registrant to fully indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative) by reason of the fact that such person is or was a director or officer of the registrant, or is or was a director or officer of the registrant serving at the registrant's request as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit, or proceeding, to the fullest extent permitted by applicable law, subject to certain exceptions and requirements.

Section 102(b)(7) of the DGCL permits a corporation to provide in its certificate of incorporation that a director or officer of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director or officer, except (1) for any breach of the director's or officer's duty of loyalty to the corporation or its stockholders, (2) for acts or omissions by a director or officer not in good faith or which involve intentional misconduct or a knowing violation of law, (3) with respect to a director, for payments of unlawful dividends or unlawful stock repurchases or redemptions (4) for any transaction from which the director or officer derived an improper personal benefit or (5) for claims against an officer, for any action by or in the right of the Company. The registrant's amended and restated certificate of incorporation to be in effect upon the completion of this offering provides that the registrant's directors and officers shall not be personally liable to it or its stockholders for

monetary damages for breach of fiduciary duty as a director or officer to the fullest extent permitted by the DGCL and that if the DGCL is amended to authorize corporate action further eliminating or limiting the personal liability of directors or officers, then the liability of the registrant's directors and officers shall be eliminated or limited to the fullest extent permitted by the DGCL, as so amended.

Section 174 of the DGCL provides, among other things, that a director who willfully or negligently approves of an unlawful payment of dividends or an unlawful stock purchase or redemption may be held liable for such actions. A director who was either absent when the unlawful actions were approved, or dissented at the time, may avoid liability by causing his or her dissent to such actions to be entered in the books containing minutes of the meetings of the board of directors at the time such action occurred or immediately after such absent director receives notice of the unlawful acts.

As permitted by the DGCL, the registrant has entered into separate indemnification agreements with each of the registrant's directors and certain of the registrant's officers which would require the registrant, among other things, to indemnify them against certain liabilities which may arise by reason of their status as directors, officers, or certain other employees.

The registrant expects to obtain and maintain insurance policies under which its directors and officers are insured, within the limits and subject to the limitations of those policies, against certain expenses in connection with the defense of, and certain liabilities which might be imposed as a result of, actions, suits, or proceedings to which they are parties by reason of being or having been directors or officers. The coverage provided by these policies may apply whether or not the registrant would have the power to indemnify such person against such liability under the provisions of the DGCL.

These indemnification provisions and the indemnification agreements entered into between the registrant and the registrant's officers and directors may be sufficiently broad to permit indemnification of the registrant's officers and directors for liabilities (including reimbursement of expenses incurred) arising under the Securities Act.

The underwriting agreement between the registrant and the underwriters filed as Exhibit 1.1 to this registration statement provides for the indemnification by the underwriters of the registrant's directors and officers and certain controlling persons against specified liabilities, including liabilities under the Securities Act with respect to information provided by the underwriters specifically for inclusion in the registration statement.

Item 15. Recent Sales of Unregistered Securities

The following list sets forth information regarding all unregistered securities sold by us since December 31, 2020. No underwriters were involved in the sales and the certificates representing the securities sold and issued contain legends restricting transfer of the securities without registration under the Securities Act or an applicable exemption from registration.

- In March 2022, we issued convertible unsecured subordinated promissory notes to certain investors for an aggregate principal amount of $75.0 million.
- From December 31, 2020 through the filing date of this registration statement, we granted to our directors, officers, employees, consultants, and other service providers options to purchase an aggregate of 4,742,999 shares of our common stock under our 2011 Plan at exercise prices ranging from approximately $8.30 to $25.64 per share.
- From December 31, 2020 through the filing date of this registration statement, we granted to our officers 408,824 restricted stock awards under the 2011 Plan.
- From December 31, 2020 through the filing date of this registration statement, we granted to our directors, officers, employees, consultants, and other service providers 305,172 shares of

common stock issuable upon the vesting and settlement of restricted stock unit awards under the 2011 Plan.

- From December 31, 2020 through the filing date of this registration statement, we granted to our officers 707,365 shares of common stock issuable upon the vesting and settlement of restricted stock unit awards under the 2011 Plan to be effective immediately prior to the initial public offering, based upon an assumed initial public offering price of $80.00 per share, which is the midpoint of the price range set forth on the cover page of this prospectus.
- From December 31, 2020 through the filing date of this registration statement, we granted to our directors 30,000 shares of common stock issuable upon the vesting and settlement of restricted stock unit awards under the 2011 Plan to be effective immediately after the completion of the initial public offering, based upon an assumed initial public offering price of $80.00 per share, which is the midpoint of the price range set forth on the cover page of this prospectus.
- On May 17, 2021, we issued the Walmart Warrant to Walmart, the beneficial owner of more than 5% of our capital stock, to purchase up to 3,528,577 shares of our Class A common stock at an exercise price of $70.12 per share for an aggregate purchase price of approximately $247.4 million, provided that if our stock is priced in this offering at less than $70.12 per share, the exercise price will be decreased to a price that is 10% below the price specified for in this offering. Exercise of the right to purchase certain Walmart Warrant Shares is subject to certain conditions, including the achievement of certain milestones and satisfaction of certain obligations of both parties, or (with respect to 1,411,430 of such shares) the passage of time after the achievement of certain milestones, subject to acceleration if certain operating goals are achieved. As of December 31, 2023, 1,940,718 shares were exercisable pursuant to the terms of the Walmart Warrant. If we increase or decrease the shares of our fully diluted capital stock prior to the consummation of this offering, the number of shares exercisable under the Walmart Warrant shall be increased or decreased, as applicable, by an amount equal to 12.4% of the total increase or decrease of our fully diluted capitalization. We estimate that the Walmart Warrant Shares will be adjusted to a new total of 4,162,957 shares, following the issuance of 1,294,799 shares of our Class A common stock upon the automatic conversion of the convertible notes, based upon an assumed initial public offering price of $80.00 per share, which is the midpoint of the price range set forth on the cover page of this prospectus, and after taking into account option and restricted stock unit grants made following the issuance of the Walmart Warrant.

The offer, sale, and issuance of the securities described in Item 15 were exempt from registration under the Securities Act under Section 4(a)(2) of the Securities Act as transactions by an issuer not involving a public offering. The recipients of securities in each of these transactions acquired the securities for investment only and not with a view to or for sale in connection with any distribution thereof and appropriate legends were affixed to the securities issued in these transactions. Each of the recipients of securities in these transactions was an accredited person and had adequate access, through employment, business, or other relationships, to information about the registrant.

Item 16. Exhibit and Financial Statement Schedules

(a) Exhibits.

See the Exhibit Index immediately preceding the signature page hereto for a list of exhibits filed as part of this registration statement on Form S-1, which Exhibit Index is incorporated herein by reference.

(b) Financial Statement Schedules.

Schedules have been omitted because the information required to be set forth therein is not applicable or is shown in the consolidated financial statements or notes thereto.

Item 17. Undertakings

The undersigned registrant hereby undertakes to provide to the underwriters at the closing specified in the underwriting agreements, certificates in such denominations and registered in such names as required by the underwriters to permit prompt delivery to each purchaser.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers, and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer, or controlling person of the registrant in the successful defense of any action, suit, or proceeding) is asserted by such director, officer, or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

The undersigned hereby undertakes that:

(1) For purposes of determining any liability under the Securities Act, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective.

(2) For the purpose of determining any liability under the Securities Act, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

EXHIBIT INDEX

Exhibit Number	Description
1.1	Form of Underwriting Agreement.
3.1^	Amended and Restated Certificate of Incorporation of the registrant, as currently in effect.
3.2^	Certificate of Amendment of the Amended and Restated Certificate of Incorporation of the registrant, as currently in effect.
3.3^	Form of Amended and Restated Certificate of Incorporation of the registrant, to be in effect upon the completion of this offering.
3.4^	Bylaws of the registrant, as currently in effect.
3.5^	Form of Amended and Restated Bylaws of the registrant, to be in effect upon the completion of this offering.
4.1	Form of Class A common stock certificate of the registrant.
4.2^	Sixth Amended and Restated Stockholders' Agreement, dated March 24, 2022.
4.3^#	Warrant Agreement by and between the registrant and Walmart Inc., dated May 17, 2021.
4.4^	Amendment to Warrant Agreement by and between the registrant and Walmart Inc., dated March 21, 2024.
5.1	Opinion of Wilson Sonsini Goodrich & Rosati, Professional Corporation.
10.1+	2024 Equity Incentive Plan and forms of agreement thereunder.
10.2+	2024 Employee Stock Purchase Plan and forms of agreement thereunder.
10.3+	2011 Equity Incentive Plan and forms of agreement thereunder.
10.4^+	Executive Incentive Compensation Plan.
10.5+	Outside Director Compensation Policy.
10.6^+	Form of Indemnification Agreement between the registrant and each of its directors and executive officers.
10.7^+	Confirmatory Employment Letter, by and between the registrant and Bryan Leach, effective as of March 14, 2024.
10.8^+	Confirmatory Employment Letter, by and between the registrant and Sunit Patel, effective as of March 14, 2024.
10.9^+	Confirmatory Employment Letter, by and between the registrant and Marisa Daspit, effective as of March 14, 2024.
10.10^+	Confirmatory Employment Letter, by and between the registrant and Richard Donahue, effective as of March 14, 2024.
10.11^+	Offer Letter, by and between the registrant and David T. Shapiro, effective as of March 14, 2024.
10.12^+	Confirmatory Employment Letter, by and between the registrant and Amir El Tabib, effective as of March 14, 2024.
10.13^+	Confirmatory Employment Letter, by and between the registrant and Chris Jensen, effective as of March 14, 2024.
10.14^+	Confirmatory Employment Letter, by and between the registrant and Luke Swanson, effective as of March 15, 2024.
10.15^+	Change in Control and Severance Agreement between the registrant and Bryan Leach, effective as of September 22, 2021.
10.16^+	Change in Control and Severance Agreement between the registrant and Sunit Patel, effective as of March 19, 2024.
10.17^+	Change in Control and Severance Agreement between the registrant and Marisa Daspit, effective as of March 14, 2024.
10.18^+	Change in Control and Severance Agreement between the registrant and Rich Donahue, effective as of March 14, 2024.

10.19^+	Change in Control and Severance Agreement between the registrant and David T. Shapiro, effective as of February 11, 2024.
10.20^+	Change in Control and Severance Agreement between the registrant and Amir El Tabib, effective as of March 14, 2024.
10.21^+	Change in Control and Severance Agreement between the registrant and Chris Jensen, effective as of March 16, 2024.
10.22^+	Change in Control and Severance Agreement between the registrant and Luke Swanson, effective as of October 6, 2021.
10.23^	Lease between the Registrant, BOP 1801 California Street LLC, and BOP 1801 California Street II LLC, dated October 20, 2015.
10.24^	First Amendment of Lease between the registrant, BOP 1801 California Street LLC, and BOP 1801 California Street II LLC, dated June 28, 2017.
10.25^	Third Amended and Restated and Security Agreement between the registrant and Silicon Valley Bank, dated November 3, 2021.
10.26^	First Loan Modification Agreement between the Registrant and Silicon Valley Bank, dated November 5, 2021.
10.27^	Second Loan Modification Agreement between the registrant and Silicon Valley Bank, dated December 15, 2023.
10.28^	Letter Agreement between the registrant and Silicon Valley Bank, dated March 28, 2023.
10.29^#	Performance Network & Digital Item-Level Rebates Program Agreement between the registrant and Walmart Inc., dated May 17, 2021.
10.30^	Form of Equity Exchange Right Agreement between the registrant, Bryan Leach and certain entities affiliated with Bryan Leach.
10.31^	Form of Share Exchange Agreement between the registrant, Bryan Leach and certain entities affiliated with Bryan Leach.
10.32+	Form of Restricted Stock Unit Award Agreement between the registrant and Bryan Leach, to be in effect on the business day immediately prior to the effective date of this offering.
21.1^	List of Subsidiaries of the registrant.
23.1	Consent of Independent Registered Public Accounting Firm.
23.2	Consent of Wilson Sonsini Goodrich & Rosati, Professional Corporation (included in Exhibit 5.1).
24.1^	Power of Attorney (included on signature page to this Registration Statement on Form S-1).
107	Filing Fee Table.

^ Previously filed.
+ Indicated management contract or compensatory plan.
# Certain confidential information contained in this exhibit has been omitted because it is both (i) not material; and (ii) the type that the registrant treats as private or confidential.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Denver, State of Colorado, on April 8, 2024.

IBOTTA, INC.

By: /s/ Bryan Leach
Bryan Leach
Founder, Chief Executive Officer, President, and Chairman of the Board of Directors

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Bryan Leach Bryan Leach	Founder, Chief Executive Officer, President, and Chairman of the Board of Directors (Principal Executive Officer)	April 8, 2024
/s/ Sunit Patel Sunit Patel	Chief Financial Officer (Principal Financial Officer)	April 8, 2024
/s/ Jared Chomko Jared Chomko	Vice President, Accounting (Principal Accounting Officer)	April 8, 2024
* Stephen Bailey	Director	April 8, 2024
* Amanda Baldwin	Director	April 8, 2024
* Amit N. Doshi	Director	April 8, 2024
* Thomas D. Lehrman	Director	April 8, 2024
* Valarie Sheppard	Director	April 8, 2024
* Larry W. Sonsini	Director	April 8, 2024
*By: /s/ Bryan Leach Bryan Leach	Attorney-in-Fact	

Exhibit 107

Calculation of Filing Fee Table

Form S-1
(Form Type)

Ibotta, Inc.
(Exact name of registrant as specified in its charter)

Table 1 – Newly Registered Securities

	Security Type	Security Class Title	Fee Calculation Rule	Amount Registered	Proposed Maximum Offering Price Per Unit	Maximum Aggregate Offering Price[(1)]	Fee Rate	Amount of Registration Fee
Fees to Be Paid	Equity	Class A common stock, $0.00001 par value per share	Rule 457(a)	6,468,750	$84.00	$543,375,000(2)	0.00014760	$80,202.15
Fees Previously Paid	Equity	Class A common stock, $0.00001 par value per share	Rule 457(o)	—	—	$100,000,000[(3)]	0.00014760	$14,760.00
	Total Offering Amounts					$543,375,000		$80,202.15
	Total Fees Previously Paid							$14,760.00
	Total Fee Offsets							—
	Net Fee Due							$65,442.15

(1) Includes 843,750 additional shares of Class A common stock that the underwriters have the option to purchase.
(2) Estimated solely for the purpose of calculating the registration fee in accordance with Rule 457(a) under the Securities Act of 1933, as amended.
(3) Estimated solely for the purpose of computing the amount of the registration fee pursuant to Rule 457(o) under the Securities Act of 1933, as amended.

Exhibit 1.1

IBOTTA, INC.

Class A Common Stock, par value $0.00001

Underwriting Agreement

[__], 2024

Goldman Sachs & Co. LLC
Citigroup Global Markets Inc.
BofA Securities, Inc.
As representatives **(the "Representatives")** of the several Underwriters
named in Schedule I hereto,

c/o Goldman Sachs & Co. LLC
200 West Street,
New York, New York 10282-2198

c/o Citigroup Global Markets Inc.
388 Greenwich Street
New York, NY 10013

c/o BofA Securities, Inc.
One Bryant Park
New York, New York 10036

Ladies and Gentlemen:

Ibotta, Inc., a Delaware corporation (the "Company"), proposes, subject to the terms and conditions stated in this agreement (this "Agreement"), to issue and sell to the Underwriters named in Schedule I hereto (the "Underwriters"), for whom Goldman Sachs & Co. LLC, Citigroup Global Markets Inc. and BofA Securities, Inc. are acting as representatives (the "Representatives"), an aggregate of [__] shares of Class A common stock, par value $0.00001 per share ("Stock"), of the Company and the stockholders of the Company named in Schedule II hereto (the "Selling Stockholders") propose, subject to the terms and conditions stated in this Agreement, to sell to the Underwriters an aggregate of [__] shares of Stock and, at the election of the Underwriters, up to [__] additional shares of Stock. The aggregate of [__] shares to be sold by the Company and the Selling Stockholders is herein called the "Firm Shares" and the aggregate of [__] additional shares to be sold by the Selling Stockholders is herein called the "Optional Shares". The Firm Shares and the Optional Shares that the Underwriters elect to purchase pursuant to Section 2 hereof are herein collectively called the "Shares."

Goldman Sachs & Co. LLC (the "Directed Share Underwriter") has agreed to reserve up to [ ] Shares of the Shares to be purchased by it under this Agreement for sale at the direction of the Company to certain parties related to the Company (collectively, "Participants"). The Shares to be sold by the Directed Share Underwriter pursuant to the Directed Share Program

are hereinafter called the “Directed Shares.” Any Directed Shares not confirmed for purchase by the deadline established therefor by the Directed Share Underwriter in consultation with the Company will be offered to the public by the Underwriters as set forth in the Prospectus (as defined below).

1. (a) The Company represents and warrants to, and agrees with, each of the Underwriters that:

(i) A registration statement on Form S–1 (File No. 333-278172) (the “Initial Registration Statement”) in respect of the Shares has been filed with the Securities and Exchange Commission (the “Commission”); the Initial Registration Statement and any post-effective amendment thereto, each in the form heretofore delivered to you, have been declared effective by the Commission in such form; other than a registration statement, if any, increasing the size of the offering (a “Rule 462(b) Registration Statement”), filed pursuant to Rule 462(b) under the Securities Act of 1933, as amended (the “Act”), which became effective upon filing, no other document with respect to the Initial Registration Statement has been filed with the Commission; and no stop order suspending the effectiveness of the Initial Registration Statement, any post-effective amendment thereto or the Rule 462(b) Registration Statement, if any, has been issued and no proceeding for that purpose or pursuant to Section 8A of the Act has been initiated or, to the knowledge of the Company, threatened by the Commission (any preliminary prospectus included in the Initial Registration Statement or filed with the Commission pursuant to Rule 424(a) under the Act is hereinafter called a “Preliminary Prospectus”; the various parts of the Initial Registration Statement and the Rule 462(b) Registration Statement, if any, including all exhibits thereto and including the information contained in the form of final prospectus filed with the Commission pursuant to Rule 424(b) under the Act in accordance with Section 5(a) hereof and deemed by virtue of Rule 430A under the Act to be part of the Initial Registration Statement at the time it was declared effective, each as amended at the time such part of the Initial Registration Statement became effective or such part of the Rule 462(b) Registration Statement, if any, became or hereafter becomes effective, are hereinafter collectively called the “Registration Statement”; the Preliminary Prospectus relating to the Shares that was included in the Registration Statement immediately prior to the Applicable Time (as defined in Section 1(a)(iii) hereof) is hereinafter called the “Pricing Prospectus”; such final prospectus, in the form first filed pursuant to Rule 424(b) under the Act, is hereinafter called the “Prospectus”; any oral or written communication with potential investors undertaken in reliance on Section 5(d) of the Act or Rule 163B under the Act is hereinafter called a “Testing-the-Waters Communication”; and any Testing-the-Waters Communication that is a written communication within the meaning of Rule 405 under the Act is hereinafter called a “Written Testing-the-Waters Communication”; and any “issuer free writing prospectus” as defined in Rule 433 under the Act relating to the Shares is hereinafter called an “Issuer Free Writing Prospectus”);

(ii) (A) No order preventing or suspending the use of any Preliminary Prospectus or any Issuer Free Writing Prospectus has been issued by the Commission, and (B) each Preliminary Prospectus, at the time of filing thereof, conformed in all material respects to the requirements of the Act and the rules and regulations of the Commission thereunder, and did not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein,

in the light of the circumstances under which they were made, not misleading; provided, however, that this representation and warranty shall not apply to any statements or omissions made in reliance upon and in conformity with the Underwriter Information (as defined in Section 9(b) of this Agreement)**;**

(iii) For the purposes of this Agreement, the "Applicable Time" is [__] p.m. (Eastern time) on the date of this Agreement; the Pricing Prospectus, as supplemented by the information listed on Schedule III(c) hereto, taken together (collectively, the "Pricing Disclosure Package"), as of the Applicable Time, did not, and as of each Time of Delivery (as defined in Section 4(a) of this Agreement) will not, include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; and each Issuer Free Writing Prospectus and each Written Testing-the-Waters Communication does not conflict with the information contained in the Registration Statement, the Pricing Prospectus or the Prospectus, and each Issuer Free Writing Prospectus and each Written Testing-the-Waters Communication, as supplemented by and taken together with the Pricing Disclosure Package, as of the Applicable Time, did not, and as of each Time of Delivery, will not, include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that this representation and warranty shall not apply to statements or omissions made in reliance upon and in conformity with the Underwriter Information;

(iv) No documents were filed with the Commission since the Commission's close of business on the business day immediately prior to the date of this Agreement and prior to the execution of this Agreement, except as set forth on Schedule III(b) hereto;

(v) The Registration Statement, at the time it was declared effective, conforms, and the Prospectus and any further amendments or supplements to the Registration Statement and the Prospectus, on the date which such document is filed, will conform, in all material respects to the requirements of the Act and the rules and regulations of the Commission thereunder and do not and will not, as of the applicable effective date as to each part of the Registration Statement, as of the applicable filing date as to the Prospectus and any amendment or supplement thereto, and as of each Time of Delivery, contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading; provided, however, that this representation and warranty shall not apply to any statements or omissions made in reliance upon and in conformity with the Underwriter Information;

(vi) The Company has not, since the date of the latest audited financial statements included in the Pricing Prospectus, (i) sustained any material loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree, or (ii) entered into any transaction or agreement outside of the ordinary course of business that is material to the Company or incurred any liability or obligation, direct or contingent, that is material to the Company otherwise than as set forth or contemplated in the Registration Statement or Pricing Prospectus; and, since the respective dates as of which information is given in the Registration Statement and the Pricing Prospectus,

there has not been (x) any change in the capital stock (other than as described in the Pricing Prospectus and the Prospectus or as a result of (i) the exercise, settlement or vesting (including any "net" or "Cashless" exercises or settlements) if any, of stock options, warrants, or the award, if any, of stock options, restricted stock, restricted stock units or other compensatory equity-based awards pursuant to the Company's equity plans that are described in the Pricing Prospectus and the Prospectus, (ii) the repurchase of shares of capital stock upon termination of a holder's employment or service with the Company pursuant to agreements providing for an option to repurchase or a right of refusal on behalf of the Company pursuant to the Company's repurchase rights that are described in the Pricing Prospectus and the Prospectus, or (iii) the issuance, if any, of stock upon conversion or exchange of Company securities as described in the Pricing Prospectus and the Prospectus) or long-term debt of the Company or (y) any Material Adverse Effect (as defined below); as used in this Agreement, "Material Adverse Effect" shall mean any material adverse change or effect, or any development involving a prospective material adverse change or effect, in or affecting (i) the business, properties, general affairs, management, financial position, stockholders' equity or results of operations of the Company except as set forth or contemplated in the Pricing Prospectus and the Prospectus, or (ii) the ability of the Company to perform its obligations under this Agreement, including the issuance and sale of the Shares, or to consummate the transactions contemplated in the Pricing Prospectus and the Prospectus;

(vii) The Company does not own any real property. Except as would not be reasonably expected to have a Material Adverse Effect or as set forth or contemplated in the Pricing Prospectus and the Prospectus, the Company has good and marketable title to all personal property owned by them (other than with respect to Company Intellectual Property (as defined below), which is addressed exclusively in Section (xxvi)), in each case, free and clear of all liens, encumbrances and defects, except such as do not materially affect the value of such property and do not materially interfere with the use made and proposed to be made of such property by the Company; and any real property and buildings held under lease by the Company are held by them under valid, subsisting and, to the Company's knowledge, enforceable leases (subject to the effects of (A) bankruptcy, insolvency, fraudulent conveyance, fraudulent transfer, reorganization, moratorium or other similar laws relating to or affecting the rights or remedies of creditors generally; (B) the application of general principles of equity (including without limitation, concepts of materiality, reasonableness, good faith and fair dealing, regardless of whether enforcement is considered in proceedings at law or in equity); and (C) applicable law and public policy with respect to rights to indemnity and contribution) with such exceptions as are not material and do not materially interfere with the use made and proposed to be made of such property and buildings by the Company;

(viii) The Company has been (i) duly organized and is validly existing and in good standing under the laws of its jurisdiction of organization, with corporate power and authority to own and/or lease its properties and conduct its business as described in the Pricing Prospectus, and (ii) duly qualified as a foreign corporation for the transaction of business and is in good standing under the laws of each other jurisdiction in which it owns or leases properties or conducts any business so as to require such qualification, except, in the case of this clause (ii), where the failure to be so qualified or in good

standing would not, individually or in the aggregate, be reasonably expected to have a Material Adverse Effect;

(ix) The Company has an authorized capitalization as set forth in the Pricing Prospectus and all of the issued shares of capital stock of the Company, including the Shares to be sold by the Selling Stockholders, as described therein have been duly and validly authorized and issued and are fully paid and non-assessable and conform in all material respects to the description of the Stock and the Class B common stock of the Company contained in the Pricing Prospectus and the Prospectus. The Capital Stock Conversion, the Reclassification, the Class B Exchange and the Notes Conversion (each, as defined in the Pricing Prospectus) will be performed and consummated in compliance with all applicable laws and in accordance with the description set forth in the Prospectus;

(x) The Shares to be issued and sold by the Company have been duly and validly authorized and, when issued and delivered against payment therefor as provided herein, will be duly and validly issued and fully paid and non-assessable and will conform in all material respects to the description of the Stock contained in the Pricing Disclosure Package and the Prospectus; and the issuance of the Shares is not subject to any preemptive or similar rights;

(xi) The issue and sale of the Shares and the compliance by the Company with this Agreement and the consummation of the transactions contemplated in this Agreement and in the Prospectus (including the Capital Stock Conversion, Reclassification, the Class B Exchange and Notes Conversion) will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, (A) any indenture, mortgage, deed of trust, loan agreement, lease or other agreement or instrument to which the Company is a party or by which the Company is bound or to which any of the property or assets of the Company is subject, except, in the case of this clause (A) for such defaults, breaches, or violations that would not, individually or in the aggregate, have a Material Adverse Effect, (B) the certificate of incorporation or by-laws (or other applicable organizational document) of the Company, or (C) any statute or any judgment, order, rule or regulation of any court or governmental agency or body having jurisdiction over the Company or any of its properties, except in the cases of clauses (A) and (C), as would not, individually or in the aggregate, reasonably expected to have a Material Adverse Effect; and no consent, approval, authorization, order, registration or qualification of or with any such court or governmental agency or body is required for the issue of the Shares to be sold by the Company and the sale of the Shares by the Company and the Selling Stockholders or the consummation by the Company of the transactions contemplated by this Agreement, except such as have been obtained under the Act, the approval by the Financial Industry Regulatory Authority (“FINRA”) of the underwriting terms and arrangements and such consents, approvals, authorizations, orders, registrations or qualifications as may be required under state securities or Blue Sky laws in connection with the purchase and distribution of the Shares by the Underwriters, except where the failure to obtain any such consents, approvals, authorizations, orders, registrations or qualifications would not impair, in any material respect, the ability of the Company to issue and sell the Shares or to consummate the transactions contemplated by this Agreement;

(xii) The Company is not (i) in violation of its certificate of incorporation or by-laws (or other applicable organizational document), (ii) in violation of any statute or any judgment, order, rule or regulation of any court or governmental agency or body having jurisdiction over the Company or any of its properties, or (iii) in default in the performance or observance of any obligation, agreement, covenant or condition contained in any indenture, mortgage, deed of trust, loan agreement, lease or other agreement or instrument to which it is a party or by which it or any of its properties may be bound, except, in the case of the foregoing clauses (ii) and (iii), for such violations or defaults as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect;

(xiii) The statements set forth in the Pricing Prospectus and the Prospectus under the caption “Description of Capital Stock”, insofar as they purport to constitute a summary of the terms of the Stock**,** under the caption “Material U.S. Federal Income Tax Considerations for Non-U.S. Holders of our Class A Common Stock,” under the caption “Underwriting”, and under the caption “Certain Relationships and Related Party Transactions—Agreements with Walmart” insofar as they purport to describe the provisions of the laws and documents referred to therein, are accurate, complete and fair in all material respects;

(xiv) Other than as set forth in the Pricing Prospectus, there are no legal, governmental or regulatory investigations, actions, demands, claims, suits, arbitrations, inquiries or proceedings (“Actions”) pending to which the Company or, to the Company’s knowledge, any officer or director of the Company, is a party or of which any property or assets of the Company or, to the Company’s knowledge, any officer or director of the Company is the subject which, if determined adversely to the Company (or such officer or director), would individually or in the aggregate reasonably be expected to have a Material Adverse Effect; and, to the Company’s knowledge, no such proceedings are threatened or contemplated by governmental authorities or others; there are no current or pending Actions that are required under the Act to be described in the Registration Statement or the Pricing Prospectus that are not so described therein; and there are no statutes, regulations or contracts or other documents that are required under the Act to be filed as exhibits to the Registration Statement or described in the Registration Statement, the Pricing Prospectus that are not so filed as exhibits to the Registration Statement or described in the Registration Statement and the Pricing Prospectus;

(xv) The Company is not and, immediately after giving effect to the offering and sale of the Shares and the application of the proceeds thereof, will not be an “investment company”, as such term is defined in the Investment Company Act of 1940, as amended (the “Investment Company Act”);

(xvi) At the time of filing the Initial Registration Statement and any post-effective amendment thereto, at the earliest time thereafter that the Company or any offering participant made a bona fide offer (within the meaning of Rule 164(h)(2) under the Act) of the Shares, and at the date hereof, the Company was not and is not an "ineligible issuer," as defined in Rule 405 under the Act;

(xvii) KPMG LLP, who has certified certain financial statements of the Company and its subsidiaries, is an independent registered public accounting firm as required by the Act and the rules and regulations of the Commission thereunder;

(xviii) The Company maintains a system of internal control over financial reporting (as such term is defined in Rule 13a-15(f) under the Securities Exchange Act of 1934, as amended (the "Exchange Act")) that (i) complies with the requirements of the Exchange Act applicable to the Company, (ii) has been designed by the Company's principal executive officer and principal financial officer, or under their 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 and (iii) is designed to provide reasonable assurance that (A) transactions are executed in accordance with management's general or specific authorization, (B) transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles and to maintain accountability for assets, (C) access to assets is permitted only in accordance with management's general or specific authorization and (D) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences; and except as disclosed in the Pricing Prospectus, the Company is not aware of any material weaknesses in its internal control over financial reporting (it being understood that this subsection does not require that the Company comply with Section 404 of the Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated in connection therewith (the "Sarbanes-Oxley Act") as of an earlier date than it would otherwise be required to so comply under applicable law) and that the Company makes no representation that its internal control financial reporting has been or will be attested to by the Company's independent registered public accounting firm;

(xix) Since the date of the latest audited financial statements included in the Pricing Prospectus, there has been no change in the Company's internal control over financial reporting that has materially and adversely affected, or is reasonably likely to materially and adversely affect, the Company's internal control over financial reporting;

(xx) The Company maintains disclosure controls and procedures (as such term is defined in Rule 13a-15(e) under the Exchange Act) that have been designed to comply with the requirements of the Exchange Act applicable to the Company; such disclosure controls and procedures have been designed to ensure that material information relating to the Company is made known to the Company's principal executive officer and principal financial officer by others within those entities; and such disclosure controls and procedures are effective;

(xxi) This Agreement has been duly authorized, executed and delivered by the Company;

(xxii) For the previous five (5) years, (a) neither the Company, nor any director, officer or employee of the Company, nor, to the knowledge of the Company, any agent, affiliate or other person associated with or acting on behalf of the Company has (i) made, offered, promised or authorized any unlawful contribution, gift, entertainment or other unlawful expense (or taken any act in furtherance thereof); (ii) made, offered, promised

or authorized any direct or indirect unlawful payment; or (iii) violated or is in violation of any provision of the Foreign Corrupt Practices Act of 1977, as amended, or the rules and regulations thereunder, the Bribery Act 2010 of the United Kingdom or any other applicable anti-corruption, anti-bribery or related law, statute or regulation of any other jurisdiction where the Company operates (collectively, "Anti-Corruption Laws"); and (b) the Company has conducted its business in compliance with Anti-Corruption Laws and have instituted and maintained and will continue to maintain policies and procedures reasonably designed to promote and achieve compliance with such laws and with the representations and warranties contained in this subsection (xxii). The Company will not use, directly or indirectly, the proceeds of the offering in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any person in violation of Anti-Corruption Laws;

(xxiii) The operations of the Company are and have been conducted at all times in material compliance with the requirements of applicable anti-money laundering laws, including, but not limited to, the Bank Secrecy Act of 1970, as amended by the USA PATRIOT ACT of 2001, and the rules and regulations promulgated thereunder, and the anti-money laundering laws of the various jurisdictions in which the Company conduct business, the rules and regulations promulgated thereunder and any related or similar rules, regulation or guidelines issued, administered or enforced by any governmental agency applicable to the Company (collectively, the "Money Laundering Laws"). No action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company with respect to the Money Laundering Laws is pending or, to the knowledge of the Company, threatened;

(xxiv) Neither the Company, nor any director, officer or employee of the Company, nor, to the knowledge of the Company, any agent, affiliate or other person acting on behalf of the Company is (i) currently the subject or the target of any applicable sanctions administered or enforced by the U.S. Government, including, without limitation, the Office of Foreign Assets Control of the U.S. Department of the Treasury ("OFAC"), or the U.S. Department of State and including, without limitation, the designation as a "specially designated national" or "blocked person," ," the European Union, His Majesty's Treasury, the United Nations Security Council or other relevant sanctions authority (collectively, "Sanctions"), (ii) located, organized, or resident in a country or territory that is the subject or target of Sanctions (a "Sanctioned Jurisdiction"), and the Company will not directly or indirectly use the proceeds of the offering of the Shares hereunder, or lend, contribute or otherwise make available such proceeds to any joint venture partner or other person or entity (i) to fund or facilitate any activities of or business with any person, or in any country or territory, that, at the time of such funding, is the subject or the target of or (ii) in any other manner that will result in a violation by any person (including any person participating in the transaction, whether as underwriter, advisor, or investor) of Sanctions; the Company is not engaged in, nor has, at any time in the past five years, engaged in, any dealings or transactions with or involving any individual or entity that was or is, as applicable, at the time of such dealing or transaction, the subject or target of Sanctions or with any Sanctioned Jurisdiction; the Company has instituted, and maintain, policies and procedures designed to promote and achieve continued compliance with Sanctions;

(xxv) The financial statements included in the Registration Statement, the Pricing Prospectus and the Prospectus, together with the related schedules and notes, present fairly in all material respects the financial position of the Company and its subsidiaries at the dates indicated and the statement of operations, stockholders' equity and cash flows of the Company and its subsidiaries for the periods specified; said financial statements have been prepared in conformity with U.S. generally accepted accounting principles ("GAAP") applied on a consistent basis throughout the periods involved. The supporting schedules, if any, present fairly in all material respects in accordance with GAAP the information required to be stated therein. The selected financial data and the summary financial information included in the Registration Statement, the Pricing Prospectus and the Prospectus present fairly in all material respects the information shown therein and, other than non-GAAP financial measures, have been compiled on a basis consistent with that of the audited financial statements included therein. Except as included therein, no historical or pro forma financial statements or supporting schedules are required to be included in the Registration Statement, the Pricing Prospectus or the Prospectus under the Act or the rules and regulations promulgated thereunder. All disclosures contained in the Registration Statement, the Pricing Prospectus and the Prospectus regarding "non-GAAP financial measures" (as such term is defined by the rules and regulations of the Commission) comply in all material respects with Regulation G of the Exchange Act and Item 10 of Regulation S-K of the Act, to the extent applicable;

(xxvi) Other than as set forth in the Prospectus, (A) the Company owns or possesses, or can create, obtain, or acquire on reasonable terms, adequate rights or licenses to use all patents, patent rights, copyrights, trade secrets and similar rights in other unpatented and/or unpatentable proprietary or confidential information, systems or procedures), trademarks, service marks, trade names or other technology or other similar intellectual property rights (collectively, "Intellectual Property") used in the business now operated by them or as described in the Pricing Prospectus to be operated by them (the "Company Intellectual Property"), (B) the Company has not received any written notice of any claim alleging that the conduct of the business by the Company infringes on or misappropriates, or conflicts with, any Intellectual Property of any other person and that has not been resolved, (C) to the Company's knowledge, there are no third parties who have ownership rights in any Intellectual Property owned or purported to be owned by the Company ("Company Owned Intellectual Property"), (D) there is no pending (or to the Company's knowledge, threatened) action, suit, proceeding or claim by others challenging the Company's rights in or to any Company Owned Intellectual Property, or challenging the validity, enforceability or scope of any Company Owned Intellectual Property, in each case, other than office actions in the ordinary course, (E) to the Company's knowledge, the Company Intellectual Property has not been obtained and is not being used by the Company in violation of any contractual obligation binding on the Company, or otherwise in violation of the rights of any persons, and (F) no government funding, facilities or resources of a university, college, other educational institution or research center was used in the development of any Company Owned Intellectual Property in a manner that such governmental agency or body, university, college, other educational institution or research center has any claim or right in or to such Company Owned Intellectual Property, except, in the case of each of (A) through (F) above, where the outcome of which would not reasonably be expected to have a Material Adverse Effect. The Company has taken reasonable steps and exercised reasonable business judgment in securing and protecting the Company's interests in the

material Company Owned Intellectual Property from its employees, consultants, agents and contractors, except where the outcome of which would not reasonably be expected to be material to the Company. There are no material outstanding options, licenses or agreements of any kind relating to the Company Owned Intellectual Property that would reasonably be expected to be required to be described in the Registration Statement, the Pricing Disclosure Package and the Prospectus and are not described in all material respects. The Company is not a party to or bound by any material options, licenses or agreements with respect to the Intellectual Property of any other person or entity that would reasonably be expected to be required to be set forth in the Prospectus and are not described in all material respects. Except where the outcome of which would not reasonably be expected to have a Material Adverse Effect, the Company has used reasonable efforts to ensure that (A) all software and other materials distributed under a "free," "open source," or similar licensing model (including but not limited to the GNU General Public License, GNU Lesser General Public License and GNU Affero General Public License) ("Open Source Materials") used in the Company's business are used by the Company in compliance with all license terms applicable to such Open Source Materials and (B) no Open Source Materials are used or distributed in a manner that requires the Company to disclose or distribute any material source code proprietary and confidential to the Company in source code form, for the purpose of making derivative works or at no charge;

(xxvii) To the Company's knowledge, the information technology systems, equipment and software used by the Company in its business (the "IT Assets") (A) operate and perform in all material respects in accordance with their documentation and functional specifications, (B) except as described in the Registration Statement, the Pricing Prospectus and the Prospectus, have not malfunctioned or failed, (C) are free of any viruses, "back doors," "Trojan horses," "time bombs, "worms," "drop dead devices" or other similar undocumented software or hardware components that are designed to interrupt use of, permit unauthorized access to, or disable, damage or erase, any software material to the business of the Company, and (D) are the subject of commercially reasonable backup and disaster recovery technology processes consistent with industry standard practices, except in the case of (A), (B), (C), and (D), as would not reasonably be expected to have a Material Adverse Effect. To the Company's knowledge, except as described in the Registration Statement, Pricing Prospectus and the Prospectus, no person has gained unauthorized access to any IT Asset, except as would not reasonably be expected to have a Material Adverse Effect;

(xxviii) The Company (A) has operated its business in a manner compliant with privacy, data security and data protection laws and regulations applicable to the Company's receipt, collection, handling, processing, sharing, transfer, usage, disclosure or storage of user data and other personally identifiable information, including any financial data, IP addresses, mobile device identifiers and website usage activity considered personal data or personally identifiable information under applicable privacy and data protection laws and regulations ("Personal and Device Data"), (B) currently has implemented, maintains and is in compliance with policies and procedures designed to protect the privacy, integrity, security and confidentiality, as may be reasonable in view of the nature of such data, of Personal and Device Data handled, processed, collected, shared, transferred, used, disclosed and/or stored by the Company in connection with the Company's operation of its business(the "Company Personal and Device Data"), (C)

has and is in compliance with Company policies and procedures designed to ensure the Company's compliance with applicable privacy and data protection laws, (D) requires third parties to which it provides any Personal and Device Data to use measures, as may be reasonable in view of the nature of such data, to maintain the privacy and security of such Personal and Device Data, and (E) to the Company's knowledge, except as described in the Registration Statement, Pricing Prospectus and the Prospectus, has not experienced any security breach that has resulted in unauthorized access to or acquisition of any Company Personal and Device Data, except in the case of each of (A), (B), (C), (D) and (E), as would not reasonably be expected to have a Material Adverse Effect;

(xxix) No forward-looking statement (within the meaning of Section 27A of the Act and Section 21E of the Exchange Act) included or incorporated by reference in any of the Registration Statement, the Pricing Prospectus or the Prospectus has been made or reaffirmed without a reasonable basis or has been disclosed other than in good faith;

(xxx) Nothing has come to the attention of the Company that has caused the Company to believe that the statistical and market-related data included in each of the Registration Statement, the Pricing Prospectus and the Prospectus is not based on or derived from sources that the Company believes, after reasonable inquiry, to be reliable and accurate in all material respects;

(xxxi) The Company has taken all necessary actions to ensure that, upon the effectiveness of the Registration Statement (or earlier, if required by applicable provisions), it will be in compliance with all applicable provisions of the Sarbanes-Oxley Act, including Section 402 thereof, that are then in effect and with which the Company is required to comply as of the effective date of the Registration Statement, and is actively taking steps to ensure that it will be in compliance with other provisions of the Sarbanes-Oxley Act that will become applicable to the Company after the effective date of the Registration Statement;

(xxxii) Neither the Company nor any of its affiliates has taken or will take, directly or indirectly, any action designed to or which has constituted or which would reasonably be expected to cause or result in the stabilization or manipulation of the price of any security of the Company in connection with the offering of the Shares;

(xxxiii) The Company has such permits, licenses, approvals, consents, franchises, certificates of need and other approvals or authorizations of governmental or regulatory authorities ("Permits") as are necessary under applicable law to lease its properties and conduct its business in the manner described in the Registration Statement, the Pricing Prospectus and the Prospectus, except for any of the foregoing that would not, individually or in the aggregate, have a Material Adverse Effect. The Company has not received written notice of any proceedings related to the revocation or adverse modification of any such Permits that, individually or in the aggregate, if the subject of an unfavorable decision, ruling or finding, would have a Material Adverse Effect;

(xxxv) The Company has no off-balance sheet arrangements (as defined in Regulation S-K Item 303(a)(4)(ii)) that may have a material current or future effect on the

Company's financial condition, changes in financial condition, results of operations, liquidity, capital expenditures or capital resources;

(xxxvi) Except in each case as would not reasonably be expected to have a Material Adverse Effect, (A) each Plan (as defined below) has been sponsored, maintained and contributed to in material compliance with its terms and the requirements of any applicable laws, statutes, orders, rules and regulations, including but not limited to the Employee Retirement Income Security Act of 1974, as amended ("ERISA") and the Internal Revenue Code of 1986, as amended (the "Code"); (B) no non-exempt prohibited transaction, within the meaning of Section 406 of ERISA or Section 4975 of the Code, has occurred with respect to any Plan; (C) for each Plan that is subject to the minimum funding standards (within the meaning of Section 412 of the Code or Section 302 of ERISA), no failure to satisfy such minimum funding standards, whether or not waived, has occurred or, to the Company's knowledge, is reasonably expected to occur; (D) no "reportable event" (within the meaning of Section 4043(c) of ERISA, other than those events as to which notice is waived) has occurred or is reasonably expected to occur; (E) neither the Company nor any member of its "Controlled Group" (defined as any organization which is a member of a controlled group of corporations within the meaning of Section 414(b), (c), (m) or (o) of the Code) has incurred, nor is reasonably expected to incur, any liability under Title IV of ERISA (other than contributions to any Plan or any Multiemployer Plan or premiums to the PBGC, in the ordinary course and without default) in respect of a Plan or a Multiemployer Plan; (F) to the knowledge of the Company, there is no pending audit or investigation by the U.S. Internal Revenue Service, the U.S. Department of Labor, the Pension Benefit Guaranty Corporation or any other governmental agency or any foreign regulatory agency with respect to any Plan, and (G) each Plan that is intended to be qualified under Section 401(a) of the Code has received a favorable determination or opinion letter from the U.S. Internal Revenue Service or has time remaining to do so and, to the knowledge of the Company, nothing has occurred, whether by action or by failure to act, which would reasonably be expected to cause the loss of such qualification. Except in each case as would not reasonably be expected to have a Material Adverse Effect, no material increase in the Company's "accumulated post-retirement benefit obligations" (within the meaning of FASB Accounting Standards Codification Topic 715) compared to the amount of such obligations in the Company's most recently completed fiscal year has occurred or is reasonably likely to occur. For purposes of this paragraph, (1) the term "Plan" means an employee benefit plan, within the meaning of Section 3(3) of ERISA, subject to Title IV of ERISA, but excluding any Multiemployer Plan, for which the Company or any member of its Controlled Group has any liability and (2) the term "Multiemployer Plan" means a multiemployer plan within the meaning of Section 4001(a)(3) of ERISA;

(xxxix)No labor dispute, action, or similar proceeding with employees of the Company exists or, to the knowledge of the Company, is threatened in writing, except in each case as would not have a Material Adverse Effect;

(xl) The Company has filed all tax returns required to be filed through the date hereof, subject to permitted extensions, and have paid all taxes due thereon required to be paid through the date hereof (in each case, except where the failure to file would not, individually or in the aggregate, have a Material Adverse Effect). No tax deficiency has been determined adversely to the Company that has not been fully paid or otherwise

resolved and the Company does not have any knowledge of any such tax deficiencies or tax audits (in each case, except where such determination, deficiency or audit would not, individually or in the aggregate, have a Material Adverse Effect);

(xli) The Company (x) is in compliance with all, and has not violated any, applicable federal, state, local and foreign laws (including common law), rules, regulations, requirements, decisions, judgments, decrees, orders and other legally enforceable requirements relating to pollution or the protection of human health or safety, the environment, natural resources, hazardous or toxic substances or wastes, pollutants or contaminants (collectively, "Environmental Laws"); (y) has received and is in compliance with all, and has not violated any, permits, licenses, certificates or other authorizations or approvals required of it under any Environmental Laws to conduct its business; and (z) has not received written notice of any actual or potential liability or obligation under or relating to, or any actual or potential violation of, any Environmental Laws, including for the investigation or remediation of any disposal or release of hazardous or toxic substances or wastes, pollutants or contaminants, except where any non-compliance with Environmental Laws, or where any claim, notice, proceeding, investigation, failure to receive required permits, licenses or other approvals or failure to comply with the terms and conditions of such permits, licenses or approvals would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect;

(xlii) There are no persons with registration rights or other similar rights to have any securities registered pursuant to the Registration Statement or otherwise registered by the Company under the Act;

(xliii) The Company is insured against such losses and risks and in such amounts as are prudent and customary in the businesses in which it is engaged and as required by law;

(xliv)The Registration Statement, the Pricing Disclosure Package and the Prospectus, any Preliminary Prospectus, any Issuer Free Writing Prospectuses and any Written Testing-the-Waters Communication comply in all material respects, and any further amendments or supplements thereto will comply in all material respects, with any applicable laws or regulations of foreign jurisdictions in which the Pricing Disclosure Package, the Prospectus, any Preliminary Prospectus, any Issuer Free Writing Prospectus and any Written Testing-the-Waters Communication, as amended or supplemented, if applicable, are distributed in connection with the Directed Share Program;

(xlv) No authorization, approval, consent, license, order, registration or qualification of or with any government, governmental instrumentality or court, other than such as have been obtained, is necessary under the securities laws and regulations of foreign jurisdictions in which the Directed Shares are offered outside the United States;

(xlvi) The Company has specifically directed in writing the allocation of Shares to each Participant in the Directed Share Program, and neither the Directed Share Underwriter nor any other Underwriter has had any involvement or influence, directly or indirectly, in such allocation decision.

(xlvii) The Company has not offered, or caused the Directed Share Underwriter or its affiliates to offer, Shares to any person pursuant to the Directed Share Program (i) for any consideration other than the cash payment of the initial public offering price per share set forth in Schedule II hereof or (ii) with the specific intent to unlawfully influence (x) a customer or supplier of the Company to alter the customer or supplier's terms, level or type of business with the Company or (y) a trade journalist or publication to write or publish favorable information about the Company or its products.

(xlvii) From the time of initial confidential submission of a registration statement relating to the Shares with the Commission through the date hereof, the Company has been and is an “emerging growth company” as defined in Section 2(a)(19) of the Act (an “Emerging Growth Company”).

(xlviii) The Company does not have any subsidiaries and does not otherwise own any equity interests in any other entity.

(b) Each of the Selling Stockholders severally and not jointly represents and warrants to, and agrees with, each of the Underwriters and the Company that:

(i) All consents, approvals, authorizations and orders necessary for the execution and delivery by such Selling Stockholder of this Agreement and the Power of Attorney and the Custody Agreement referred to below, and for the sale and delivery of the Shares to be sold by such Selling Stockholder hereunder, have been obtained, except for the registration under the Act of the Shares and such consents, approvals, authorizations and orders as may be required under state or non-US securities or blue sky laws, the rules and regulations of FINRA or the approval for listing on the Exchange or such other approvals as have been or will be made or obtained on or prior to the First Time of Delivery; and such Selling Stockholder has full right, power and authority to enter into this Agreement, the Power of Attorney and the Custody Agreement and to sell, assign, transfer and deliver the Shares to be sold by such Selling Stockholder hereunder;

(ii) The sale of the Shares to be sold by such Selling Stockholder hereunder and the compliance by such Selling Stockholder with this Agreement, the Power of Attorney and the Custody Agreement and the consummation of the transactions herein and therein contemplated (A) will not conflict with or result in a material breach or violation of any of the terms or provisions of, or constitute a material default under, any indenture, mortgage, deed of trust, loan agreement, lease or other agreement or instrument to which such Selling Stockholder is a party or by which such Selling Stockholder is bound or to which any of the property or assets of such Selling Stockholder is subject, (B) will not result in any violation of the provisions of the Certificate of Incorporation or By-laws of such Selling Stockholder if such Selling Stockholder is a corporation, the Partnership Agreement of such Selling Stockholder if such Selling Stockholder is a partnership (or similar applicable organizational document) and (C) will not result in any violation of any statute or any judgment, order, rule or regulation of any court or governmental agency or body having jurisdiction over such Selling Stockholder or any property or assets of such Selling Stockholder, except, in the case of clauses (A) and (C) for such conflicts, breaches, violations or defaults that, individually or in the aggregate, would not reasonably be expected to materially impact the ability of such Selling Stockholder to

perform its obligations under this Agreement; and no consent, approval, authorization, order, registration or qualification of or with any such court or governmental body or agency is required for the performance by such Selling Stockholder of its obligations under this Agreement, the Power of Attorney and the Custody Agreement and the consummation by such Selling Stockholder of the transactions contemplated by this Agreement, the Power of Attorney and the Custody Agreement in connection with the Shares to be sold by such Selling Stockholder hereunder, except (A) the registration under the Act of the Shares, (B) such consents, approvals, authorizations, orders, registrations or qualifications as may be required under state securities or Blue Sky or non-US laws, the rules and regulations of FINRA or the listing on the Exchange in connection with the purchase and distribution of the Shares by the Underwriters and (C) such consents, approvals, authorizations, orders, registrations or qualifications that have already been obtained, made or waived prior to the purchase and distribution of the Shares by the Underwriters;

(iii) Such Selling Stockholder has, and immediately prior to each Time of Delivery (as defined in Section 4 hereof) such Selling Stockholder will have, good and valid title to, or a valid "security entitlement" within the meaning of Section 8-501 of the New York Uniform Commercial Code in respect of, the Shares to be sold by such Selling Stockholder hereunder at such Time of Delivery, free and clear of all liens, encumbrances, equities or claims; and, upon delivery of such Shares and payment therefor pursuant hereto, good and valid title to such Shares (or a valid "security entitlement" within the meaning of Section 8-501 of the New York Uniform Commercial Code in respect of such Shares), free and clear of all liens, encumbrances, equities or claims, will pass to the several Underwriters;

(iv) [Reserved];

(v) On or prior to the date of the Pricing Prospectus, such Selling Stockholder has executed and delivered to the Underwriters an agreement substantially in the form of Annex II hereto.

(vi) Such Selling Stockholder has not taken and will not take, directly or indirectly, any action that is designed to or that has constituted or might reasonably be expected to cause or result in stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Shares;

(vii) To the extent that any statements or omissions made in the Registration Statement, any Preliminary Prospectus, the Prospectus or any amendment or supplement thereto are made in reliance upon and in conformity with written information furnished to the Company by such Selling Stockholder expressly for use therein, such Registration Statement and Preliminary Prospectus did, and the Prospectus and any further amendments or supplements to the Registration Statement and the Prospectus will, when they become effective or are filed with the Commission, as the case may be, conform in all material respects to the requirements of the Act and the rules and regulations of the Commission thereunder and not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading; provided that this representation and warranty shall (A) not apply to any statements or omissions made in reliance upon and in

conformity with the Underwriter Information and (B) be limited solely to statements or omissions made in reliance upon and in conformity with information relating to such Selling Stockholder furnished to the Company in writing by such Selling Stockholder expressly for use in the Registration Statement, the Pricing Prospectus, the Prospectus or any amendments or supplements thereto, it being understood and agreed that the only information furnished by such Selling Stockholder consists of the name of such Selling Stockholder, the number of offered shares and the address and any other information of such Selling Stockholder which appear in the Registration Statement, the Pricing Prospectus or any Prospectus in the table (and corresponding footnotes) under the caption "Principal and Selling Stockholders" (with respect to each Selling Stockholder, the "Selling Stockholder Information");

(viii) In order to document the Underwriters' compliance with the reporting and withholding provisions of the Tax Equity and Fiscal Responsibility Act of 1982 with respect to the transactions herein contemplated, such Selling Stockholder will deliver to the Representatives prior to or at the First Time of Delivery a properly completed and executed United States Treasury Department Form W-9 or Form W-8 (or other applicable form or statement specified by Treasury Department regulations in lieu thereof);

(ix) Certificates in negotiable form or book-entry securities entitlements representing all of the Shares to be sold by such Selling Stockholder hereunder have been placed in custody under a Custody Agreement, in the form heretofore furnished to you (the "Custody Agreement"), duly executed and delivered by such Selling Stockholder to [Name of Custodian], as custodian (the "Custodian"), and such Selling Stockholder has duly executed and delivered a Power of Attorney, in the form heretofore furnished to the Representatives (the "Power of Attorney"), appointing the persons indicated in Schedule II hereto, and each of them, as such Selling Stockholder's attorneys-in-fact (the "Attorneys-in-Fact") with authority to execute and deliver this Agreement on behalf of such Selling Stockholder, to determine the purchase price to be paid by the Underwriters to the Selling Stockholders as provided in Section 2 hereof, to authorize the delivery of the Shares to be sold by such Selling Stockholder hereunder and otherwise to act on behalf of such Selling Stockholder in connection with the transactions contemplated by this Agreement and the Custody Agreement;

(x) The Shares held in custody for such Selling Stockholder under the Custody Agreement are subject to the interests of the Underwriters hereunder; the arrangements made by such Selling Stockholder for such custody, and the appointment by such Selling Stockholder of the Attorneys-in-Fact by the Power of Attorney, are to that extent irrevocable; the obligations of the Selling Stockholders hereunder shall not be terminated by operation of law, whether by the death or incapacity of any individual Selling Stockholder or, in the case of an estate or trust, by the death or incapacity of any executor or trustee or the termination of such estate or trust, or in the case of a partnership or corporation, by the dissolution of such partnership, limited liability company or corporation, or by the occurrence of any other event; if any individual Selling Stockholder or any such executor or trustee should die or become incapacitated, or if any such estate or trust should be terminated, or if any such partnership, limited liability company or corporation should be dissolved, or if any other such event should occur, before the delivery of the Shares to be sold by such Selling Stockholder hereunder,

certificates representing the Shares to be sold by such Selling Stockholder hereunder shall be delivered by or on behalf of the Selling Stockholders in accordance with the terms and conditions of this Agreement and of the Custody Agreements; and actions taken by the Attorneys-in-Fact pursuant to the Powers of Attorney shall be as valid as if such death, incapacity, termination, dissolution or other event had not occurred, regardless of whether or not the Custodian, the Attorneys-in-Fact, or any of them shall have received notice of such death, incapacity, termination, dissolution or other event;

(xi) Such Selling Stockholder will not directly or indirectly use the proceeds of the offering of the Shares hereunder, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity, (A) to fund or facilitate any activities of or business with any person, or in any country or territory, that, at the time of such funding, is the subject or the target of Sanctions, or in any other manner that will result in a violation by any person, to such person's knowledge (including any person participating in the transaction, whether as underwriter, advisor, investor or otherwise), of Sanctions, or (B) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any person in violation of any Money Laundering Laws or any Anti-Corruption Laws;

(xii) Such Selling Stockholder is not prompted by any material non-public information concerning the Company that is not disclosed in the Pricing Prospectus to sell its Shares pursuant to this Agreement.

2. Subject to the terms and conditions herein set forth, (a) the Company agrees to issue and sell, and each of the Selling Stockholders agrees, severally and not jointly, to sell, to each of the Underwriters, and each of the Underwriters agrees, severally and not jointly, to purchase from the Company and each of the Selling Stockholders, at a purchase price per share of $[__], the number of Firm Shares (to be adjusted by the Representatives so as to eliminate fractional shares) determined by multiplying the aggregate number of Firm Shares to be sold by the Company and each of the Selling Stockholders as set forth opposite their respective names in Schedule II hereto by a fraction, the numerator of which is the aggregate number of Firm Shares to be purchased by such Underwriter as set forth opposite the name of such Underwriter in Schedule I hereto and the denominator of which is the aggregate number of Firm Shares to be purchased by all of the Underwriters from the Company and all of the Selling Stockholders hereunder, and (b) in the event and to the extent that the Underwriters shall exercise the election to purchase Optional Shares as provided below, the Selling Stockholders, as and to the extent indicated in Schedule II hereto agree, severally and not jointly, to sell to each of the Underwriters, and each of the Underwriters agrees, severally and not jointly, to purchase from each of the Selling Stockholders, at the purchase price per share set forth in clause (a) of this Section 2 (provided that the purchase price per Optional Share shall be reduced by an amount per share equal to any dividends or distributions declared by the Company and payable on the Firm Shares but not payable on the Optional Shares), that portion of the number of Optional Shares as to which such election shall have been exercised (to be adjusted by the Representatives so as to eliminate fractional shares) determined by multiplying such number of Optional Shares by a fraction, the numerator of which is the maximum number of Optional Shares which such Underwriter is entitled to purchase as set forth opposite the name of such Underwriter in Schedule I hereto and the denominator of which is the maximum number of Optional Shares that all of the Underwriters are entitled to purchase hereunder.

The Selling Stockholders, as and to the extent indicated in Schedule II hereto, hereby grant, severally and not jointly, to the Underwriters the right to purchase at their election up to [__] Optional Shares, at the purchase price per share set forth in the paragraph above, provided that the purchase price per Optional Share shall be reduced by an amount per share equal to any dividends or distributions declared by the Company and payable on the Firm Shares but not payable on the Optional Shares. Any such election to purchase Optional Shares shall be made in proportion to the maximum number of Optional Shares to be sold by all Selling Stockholders as set forth in Schedule II hereto. Any such election to purchase Optional Shares may be exercised only by written notice from the Representatives to the Attorneys-in-Fact and the Company, given within a period of 30 calendar days after the date of this Agreement, setting forth the aggregate number of Optional Shares to be purchased and the date on which such Optional Shares are to be delivered, as determined by the Representatives but in no event earlier than the First Time of Delivery (as defined in Section 4(a) hereof) or, unless the Representatives and the Company and the Attorneys-in-Fact otherwise agree in writing, earlier than two or later than ten business days after the date of such notice.

3. Upon the authorization by the Representatives of the release of the Shares, the several Underwriters propose to offer the Shares for sale upon the terms and conditions set forth in the Pricing Disclosure Package and the Prospectus.

4. (a) The Shares to be purchased by each Underwriter hereunder, in definitive or book-entry form, and in such authorized denominations and registered in such names as the Representatives may request upon at least forty-eight hours' prior notice to the Company and the Selling Stockholders shall be delivered by or on behalf of the Company and the Selling Stockholders to the Representatives, through the facilities of the Depository Trust Company ("DTC"), for the account of such Underwriter, against payment by or on behalf of such Underwriter of the purchase price therefor by wire transfer of Federal (same-day) funds to the accounts specified by the Company and the Custodian to the Representatives at least forty-eight hours in advance. To the extent the Shares are delivered in certificated form and not in book-entry form through the facilities of DTC, the Company and the Selling Stockholders will cause the certificates, if any, representing the Shares to be made available for checking and packaging at least twenty-four hours prior to the Time of Delivery with respect thereto at the office of DTC or its designated custodian (the "Designated Office"). The time and date of such delivery and payment shall be, with respect to the Firm Shares, 9:30 a.m., New York time, on [__], 2024 or such other time and date as the Representatives, the Company and the Attorneys-in-Fact may agree upon in writing, and, with respect to the Optional Shares and, 9:30 a.m., New York City time, on the date specified by the Representatives in the written notice given by the Representatives of the Underwriters' election to purchase such Optional Shares, or such other time and date as the Representatives and the Attorneys-in-Fact may agree upon in writing. Such time and date for delivery of the Firm Shares is herein called the "First Time of Delivery", each such time and date for delivery of the Optional Shares, if not the First Time of Delivery, is herein called the "Second Time of Delivery", and each such time and date for delivery is herein called a "Time of Delivery".

(b) The documents to be delivered at each Time of Delivery by or on behalf of the parties hereto pursuant to Section 8 hereof, including the cross receipt for the Shares and any additional documents requested by the Underwriters pursuant to Section 8(j) hereof will be

delivered at the offices of Willkie Farr & Gallagher LLP, 787 Seventh Avenue, New York, New York, 10019-6099 (the "Closing Location"), and the Shares will be delivered at the Designated Office, all at such Time of Delivery. A meeting will be held at the Closing Location at [__] p.m., New York City time, on the New York Business Day next preceding such Time of Delivery, at which meeting the final drafts of the documents to be delivered pursuant to the preceding sentence will be available for review by the parties hereto. For the purposes of this Section 4, "New York Business Day" shall mean each Monday, Tuesday, Wednesday, Thursday and Friday which is not a day on which banking institutions in New York are generally authorized or obligated by law or executive order to close.

5. The Company agrees with each of the Underwriters:

(a) To prepare the Prospectus in a form approved by you and to file such Prospectus pursuant to Rule 424(b) under the Act not later than the Commission's close of business on the second business day following the execution and delivery of this Agreement, or, if applicable, such earlier time as may be required by Rule 430A(a)(3) under the Act; to make no further amendment or any supplement to the Registration Statement or the Prospectus prior to the last Time of Delivery which shall be disapproved by you promptly after reasonable notice thereof; to advise you, promptly after it receives notice thereof, of the time when any amendment to the Registration Statement has been filed or becomes effective or any amendment or supplement to the Prospectus has been filed and to furnish you with copies thereof; to file promptly all material required to be filed by the Company with the Commission pursuant to Rule 433(d) under the Act; to advise you, promptly after it receives notice thereof, of the issuance by the Commission of any stop order or of any order preventing or suspending the use of any Preliminary Prospectus or other prospectus in respect of the Shares, of the suspension of the qualification of the Shares for offering or sale in any jurisdiction, of the initiation or threatening of any proceeding for any such purpose, or of any request by the Commission for the amending or supplementing of the Registration Statement or the Prospectus or for additional information; and, in the event of the issuance of any stop order or of any order preventing or suspending the use of any Preliminary Prospectus or other prospectus or suspending any such qualification, to promptly use its reasonable best efforts to obtain the withdrawal of such order;

(b) Promptly from time to time to take such action as you may reasonably request to qualify the Shares for offering and sale under the securities laws of such jurisdictions as you may reasonably request and to comply with such laws so as to permit the continuance of sales and dealings therein in such jurisdictions for as long as may be necessary to complete the distribution of the Shares, provided that in connection therewith the Company shall not be required to qualify as a foreign corporation (where not otherwise required) or to file a general consent to service of process in any jurisdiction (where not otherwise required);

(c) Prior to 10:00 a.m., New York City time, on the New York Business Day next succeeding the date of this Agreement (or such later time as may be agreed by the Company and the Representatives in writing) and from time to time, to furnish the Underwriters with written and electronic copies of the Prospectus in New York City in such quantities as you may reasonably request, and, if the delivery of a prospectus (or in lieu thereof, the notice referred to in Rule 173(a) under the Act) is required at any time prior to the expiration of nine months after the time of issue of the Prospectus in connection with the offering or sale of the Shares and if at such time any event shall have occurred as a result of which the Prospectus as then amended or supplemented would include an untrue statement of a material fact or omit to state any

material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made when such Prospectus (or in lieu thereof, the notice referred to in Rule 173(a) under the Act) is delivered, not misleading, or, if for any other reason it shall be necessary during such same period to amend or supplement the Prospectus in order to comply with the Act, to notify you and upon your request to prepare and furnish without charge to each Underwriter and to any dealer in securities as many written and electronic copies as you may from time to time reasonably request of an amended Prospectus or a supplement to the Prospectus which will correct such statement or omission or effect such compliance; and in case any Underwriter is required to deliver a prospectus (or in lieu thereof, the notice referred to in Rule 173(a) under the Act) in connection with sales of any of the Shares at any time nine months or more after the time of issue of the Prospectus, upon your request but at the expense of such Underwriter, to prepare and deliver to such Underwriter as many written and electronic copies as you may request of an amended or supplemented Prospectus complying with Section 10(a)(3) of the Act;

(d) To make generally available to its securityholders as soon as practicable (which may be satisfied by filing with the Commission's Electronic Data Gathering, Analysis, and Retrieval System ("EDGAR")), but in any event not later than sixteen months after the effective date of the Registration Statement (as defined in Rule 158(c) under the Act), an earnings statement of the Company (which need not be audited) complying with Section 11(a) of the Act and the rules and regulations of the Commission thereunder (including, at the option of the Company, Rule 158);

(e) (i) During the period beginning from the date hereof and continuing to and including the 180 days after the date of the Prospectus (the "Company Lock-Up Period"), not to (i) offer, sell, contract to sell, pledge, grant any option to purchase, make any short sale or otherwise transfer or dispose of, directly or indirectly, or file with or confidentially submit to the Commission a registration statement under the Act relating to, any securities of the Company that are substantially similar to the Shares, including but not limited to any options or warrants to purchase shares of Stock or any securities that are convertible into or exchangeable for, or that represent the right to receive, Stock or any such substantially similar securities, or publicly disclose the intention to make any offer, sale, pledge, disposition or filing, (ii) enter into any swap or other agreement that transfers, in whole or in part, any of the economic consequences of ownership of the Stock or any such other securities, whether any such transaction described in clause (i) or (ii) above is to be settled by delivery of Stock or such other securities, in cash or otherwise, (iii) publicly disclose the intention to do any of the foregoing, or (iv) release any stockholder of the Company from any existing market stand-off or similar lock-up restriction under the Company's stockholder agreement or any other agreement containing such terms, in each case, without the prior written consent of the Representatives; provided, however, that the restrictions in the foregoing sentence shall not apply to (i) Shares to be sold hereunder, (ii) the issuance by the Company of shares of Class A common stock or Class B common stock upon the exercise of stock options or the settlement of restricted stock units (including any "net" or "cashless" exercises or settlements), or the award, if any, of stock options, restricted stock, or restricted stock units in accordance with the Company's equity plans that are outstanding as of the date of this Agreement and described in the Pricing Prospectus, Prospectus and the form of award agreement thereunder, (iii) the issuance by the Company of shares of Class A common stock or Class B common stock upon the conversion or exchange of convertible or exchangeable securities outstanding as of the date of this Agreement and described in the Pricing Prospectus, (iv) the exchange or conversion (or other means by which shares of one

class or series can become another class or series) of any class or series of capital stock of the Company for any other class or series of shares of capital stock of the Company pursuant to any agreement entered into on or before the date of this Agreement and described in the Pricing Prospectus, (v) the issuance by the Company of shares of Class A common stock or securities convertible into, exchangeable for or that represent the right to receive shares of Class A common stock in connection with (x) the acquisition by the Company of the securities, business, technology, property or other assets of another person or entity or pursuant to an employee benefit plan assumed by the Company in connection with such acquisition, and the issuance of any such securities pursuant to any such agreement, or (y) the Company's joint ventures, commercial relationships and other strategic transactions, or (vi) the filing of any registration statement on Form S-8 relating to securities granted or to be granted pursuant to the Company's equity incentive plans that are described in the Pricing Prospectus or any assumed employee benefit contemplated by clause (v); provided, that the aggregate number of shares of Common Stock that the Company may sell or issue or agree to sell or issue pursuant to clause (v) shall not exceed 5% of the total number of shares of Common Stock outstanding immediately following the offering of the Shares contemplated by this Agreement; and provided, further, that in the case of clauses (ii) through (v), the Company shall (a) cause each recipient of such securities that is a member of the Company's board of directors, an executive officer or a beneficial holder of 1% of the fully-diluted capital stock of the Company to execute and deliver to you, on or prior to the issuance of such securities, a lock-up agreement substantially to the effect set forth in Annex II hereto to the extent not already executed and delivered by such recipients as of the date hereof and (b) enter stop transfer instructions with the Company's transfer agent and registrar on such securities with respect to all recipients of such securities, which the Company agrees it will not waive or amend without your prior written consent;

(ii) If the Representatives, in their sole discretion, agree to release or waive the restrictions in lock-up letters pursuant to Section 8(i) hereof, in each case for an officer or director of the Company, and provides the Company with notice of the impending release or waiver at least three business days before the effective date of the release or waiver, the Company agrees to announce the impending release or waiver by a press release substantially in the form of Annex I hereto through a major news service at least two business days before the effective date of the release or waiver;

(f) During a period of three years from the effective date of the Registration Statement, so long as the Company is subject to the reporting requirements of either Section 13 or Section 15(d) of the Exchange Act, to furnish to its stockholders as soon as practicable after the end of each fiscal year an annual report (including a balance sheet and statements of income, stockholders ' equity and cash flows of the Company and its consolidated subsidiaries, if any, certified by independent public accountants) and, as soon as practicable after the end of each of the first three quarters of each fiscal year (beginning with the fiscal quarter ending after the effective date of the Registration Statement), to make available to its stockholders consolidated summary financial information of the Company for such quarter in reasonable detail; provided that no reports, documents or other information need to be furnished pursuant to this Section 5(f) to the extent they are available on EDGAR or the provision of which would require disclosure by the Company under Regulation FD;

(g) During a period of three years from the effective date of the Registration Statement, so long as the Company is subject to the requirements of either Section 13 or Section 15(d) of the Exchange Act, to furnish to the Representatives copies of all reports or

other communications (financial or other) furnished to stockholders, and to deliver to you (i) as soon as they are available, copies of any reports and financial statements furnished to or filed with the Commission or any national securities exchange on which any class of securities of the Company is listed; and (ii) such additional information concerning the business and financial condition of the Company as the Representatives may from time to time reasonably request (such financial statements to be on a consolidated basis to the extent the accounts of the Company are consolidated in reports furnished to its stockholders generally or to the Commission); provided that no reports, documents or other information need to be furnished pursuant to this Section 5(g) to the extent they are available on EDGAR;

(h) To use the net proceeds received by it from the sale of the Shares pursuant to this Agreement in the manner specified in the Pricing Prospectus under the caption "Use of Proceeds";

(i) To use its best efforts to list for trading the Shares on the New York Stock Exchange (the "Exchange");

(j) To file with the Commission such information on Form 10-Q or Form 10-K as may be required by Rule 463 under the Act;

(k) If the Company elects to rely upon Rule 462(b), the Company shall file a Rule 462(b) Registration Statement with the Commission in compliance with Rule 462(b) by 10:00 p.m., Washington, D.C. time, on the date of this Agreement, and the Company shall at the time of filing either pay to the Commission the filing fee for the Rule 462(b) Registration Statement or give irrevocable instructions for the payment of such fee pursuant to Rule 3a(c) of the Commission's Informal and Other Procedures (16 CFR 202.3a);

(l) Upon request of any Underwriter, to furnish, or cause to be furnished, to such Underwriter an electronic version of the Company's trademarks, servicemarks and corporate logo for use on the website, if any, operated by such Underwriter for the purpose of facilitating the on-line offering of the Shares (the "License"); provided, however, that the License shall be used solely for the purpose described above, is granted without any fee and may not be assigned or transferred;

(m) To comply with all applicable securities and other laws, rules and regulations in each jurisdiction in which the Directed Shares are offered in connection with the Directed Share Program; and

(n) To promptly notify the Representatives if the Company ceases to be an Emerging Growth Company at any time prior to the later of (i) completion of the distribution of the Shares within the meaning of the Act, and (ii) the last Time of Delivery.

6. (a) The Company represents and agrees that, without the prior consent of the Representatives, it has not made and will not make any offer relating to the Shares that would constitute a "free writing prospectus" as defined in Rule 405 under the Act; each Selling Stockholder represents and agrees that, without the prior consent of the Company and the Representatives, it has not made and will not make any offer relating to the Shares that would constitute a free writing prospectus; and each Underwriter represents and agrees that, without the prior consent of the Company and the Representatives, it has not made and will not make

any offer relating to the Shares that would constitute a free writing prospectus required to be filed with the Commission; any such free writing prospectus the use of which has been consented to by the Company and the Representatives is listed on Schedule III(a) hereto;

(b) The Company has complied and will comply with the requirements of Rule 433 under the Act applicable to any Issuer Free Writing Prospectus, including timely filing with the Commission or retention where required and legending; and the Company represents that it has satisfied and agrees that it will satisfy the conditions under Rule 433 under the Act to avoid a requirement to file with the Commission any electronic road show;

(c) The Company agrees that if at any time following issuance of an Issuer Free Writing Prospectus or Written Testing-the-Waters Communication any event occurred or occurs as a result of which such Issuer Free Writing Prospectus or Written Testing-the-Waters Communication would conflict with the information in the Registration Statement, the Pricing Prospectus or the Prospectus or would include an untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances then prevailing, not misleading, the Company will give prompt notice thereof to the Representatives and, if requested by the Representatives, will prepare and furnish without charge to each Underwriter an Issuer Free Writing Prospectus, Written Testing-the-Waters Communication or other document which will correct such conflict, statement or omission; provided, however, that this covenant shall not apply to any statements or omissions in any Issuer Free Writing Prospectus made in reliance upon and in conformity with the Underwriter Information;

(d) The Company represents and agrees that (i) it has not engaged in, or authorized any other person to engage in, any Testing-the-Waters Communications, other than Testing-the-Waters Communications with the prior consent of the Representatives with entities that the Company reasonably believes are qualified institutional buyers as defined in Rule 144A under the Act or institutions that are accredited investors as defined in Rule 501(a)(1), (a)(2), (a)(3), (a)(7), (a)(8) (a)(9), (a)(12) or (a)(13) under the Act; and (ii) it has not distributed, or authorized any other person to distribute, any Written Testing-the-Waters Communication, other than those distributed with the prior consent of the Representatives that are listed on Schedule III(d) hereto; and the Company reconfirms that the Underwriters have been authorized to act on its behalf in engaging in Testing-the-Waters Communications;

(e) Each Underwriter represents and agrees that any Testing-the-Waters Communications undertaken by it were with entities that such Underwriter reasonably believes are qualified institutional buyers as defined in Rule 144A under the Act or institutions that are accredited investors as defined in Rule 501(a)(1), (a)(2), (a)(3), (a)(7) or (a)(8), (a)(9), (a)(12) or (a)(13) under the Act.

7. The Company and each of the Selling Stockholders covenant and agree with one another and with the several Underwriters that (a) the Company will pay or cause to be paid the following: (i): (i) the fees, disbursements and expenses of the Company's counsel and accountants in connection with the registration of the Shares under the Act and all other expenses in connection with the preparation, printing, reproduction and filing of the Registration Statement, any Preliminary Prospectus, any Written Testing-the-Waters Communication, any Issuer Free Writing Prospectus and the Prospectus and amendments and supplements thereto and the mailing and delivering of copies thereof to the Underwriters and dealers; (ii) the cost of

printing or producing any Agreement among Underwriters, this Agreement, any Blue Sky Memorandum, closing documents (including any compilations thereof) and any other documents in connection with the offering, purchase, sale and delivery of the Shares; (iii) all expenses incurred in connection with the qualification of the Shares for offering and sale under state securities laws as provided in Section 5(b) hereof, including the reasonable and documented fees and disbursements of counsel for the Underwriters in connection with such qualification and in connection with the Blue Sky survey; (iv) the expenses of the Company relating to any "road show" undertaken in connection with the marketing of the offering of the Shares, including, without limitation, expenses associated with the preparation or dissemination of any electronic road show, expenses associated with the production of any road show presentation and related slides and graphics, fees and expenses of any consultants engaged in connection with any road show presentations, the lodging and meal expenses of the representatives and officers of the Company and any such consultants in connection with any such road show, (it being understood that the Underwriters will pay or cause to be paid the travel and lodging expenses of their representatives), and 50% of the cost of any private aircraft in connection with the road show (it being understood that the Underwriters will pay or cause to be paid the other 50% of such aircraft), subject to the last sentence of this paragraph; (v) in connection with any testing-the-waters meetings, the expenses of the Company associated with the production of testing-the-waters investor presentations and related slides and graphics, fees and expenses of any consultants engaged in connection with such testing-the-waters presentations, the lodging and meal expenses of the officers of the Company, subject to the last sentence of this paragraph; (vi) all fees and expenses in connection with listing the Shares on the Exchange; (vii) the filing fees incident to, and the reasonable and documented fees and disbursements of counsel for the Underwriters in connection with, any required review by FINRA of the terms of the sale of the Shares; (viii) any fees and disbursements of counsel for the Selling Stockholders; (ix) the cost of preparing stock certificates; if applicable, (x) the cost and charges of any transfer agent or registrar, and (xi) all other costs and expenses incident to the performance of its obligations hereunder which are not otherwise specifically provided for in this Section; provided, however, that the amounts payable by the Company and the fees and disbursements of counsel to the Underwriters pursuant to subsections (iii) and (vii) shall not exceed $50,000 in the aggregate, and (b) such Selling Stockholder will pay or cause to be paid all costs and expenses incident to the performance of such Selling Stockholder's obligations with respect to (i) any fees and expenses of counsel for such Selling Stockholder (other than as contemplated by clause (a)(viii) above or as otherwise agreed to be paid by the Company), and (ii) all expenses and taxes incident to the sale and delivery of the Shares to be sold by such Selling Stockholder to the Underwriters hereunder. In connection with clause (b)(ii) of the preceding sentence, the Representatives agree to pay New York State stock transfer tax, and the Selling Stockholders agree, severally and not jointly, to reimburse the Representatives for associated carrying costs if such tax payment is not rebated on the day of payment and for any portion of such tax payment not rebated. In addition, the Company shall pay or cause to be paid all fees and disbursements of counsel for the Underwriters in connection with the Directed Share Program and stamp duties, similar taxes or duties or other taxes, if any, incurred by the Underwriters in connection with the Directed Share Program. It is understood, however, that the Company shall bear, and the Selling Stockholders shall not be required to pay or to reimburse the Company for, the cost of any other matters not directly relating to the sale and purchase of the Shares pursuant to this Agreement, and that, except as provided in this Section, and Sections 9 and 12 hereof, the Underwriters will pay all of their own costs and expenses, including the fees of their counsel, stock transfer taxes on resale of any of the Shares by them, and any advertising expenses connected with any offers they may make.

8. The obligations of the Underwriters hereunder, as to the Shares to be delivered at each Time of Delivery, shall be subject, in their discretion, to the condition that all representations and warranties and other statements of the Company and the Selling Stockholders herein are, at and as of the Applicable Time and such Time of Delivery, true and correct, the condition that the Company and the Selling Stockholders shall have performed all of its and their respective obligations hereunder theretofore to be performed, and the following additional conditions:

(a) The Prospectus shall have been filed with the Commission pursuant to Rule 424(b) under the Act within the applicable time period prescribed for such filing by the rules and regulations under the Act and in accordance with Section 5(a) hereof; all material required to be filed by the Company pursuant to Rule 433(d) under the Act shall have been filed with the Commission within the applicable time period prescribed for such filing by Rule 433; if the Company has elected to rely upon Rule 462(b) under the Act, the Rule 462(b) Registration Statement shall have become effective by 10:00 p.m., Washington, D.C. time, on the date of this Agreement; no stop order suspending the effectiveness of the Registration Statement or any part thereof shall have been issued and no proceeding for that purpose or pursuant to Section 8A of the Act shall have been initiated or threatened by the Commission no stop order suspending or preventing the use of the Pricing Prospectus, Prospectus or any Issuer Free Writing Prospectus shall have been initiated or threatened by the Commission; and all requests for additional information on the part of the Commission shall have been complied with to the Representatives' reasonable satisfaction;

(b) Willkie Farr & Gallagher LLP, counsel for the Underwriters, shall have furnished to you such written opinion or opinions, dated such Time of Delivery, in form and substance satisfactory to you, and such counsel shall have received such papers and information as they may reasonably request to enable them to pass upon such matters;

(c) Wilson Sonsini Goodrich & Rosati, Professional Corporation, counsel for the Company, shall have furnished to the Representatives their written opinion, dated such Time of Delivery, in form and substance satisfactory to the Representatives;

(d) The respective counsel for each of the Selling Stockholders, as indicated in Schedule II hereto, each shall have furnished to the Representatives their written opinion with respect to each of the Selling Stockholders for whom they are acting as counsel, dated such Time of Delivery, in form and substance satisfactory to the Representatives;

(e) On the date of the Prospectus and concurrently with the execution of this Agreement, at 9:30 a.m., New York City time, on the effective date of any post-effective amendment to the Registration Statement filed subsequent to the date of this Agreement and also at each Time of Delivery, KPMG LLP shall have furnished to you a letter or letters, dated the respective dates of delivery thereof, in form and substance satisfactory to the Representatives;

(f) (i) The Company shall not have sustained since the date of the latest audited financial statements included in the Pricing Prospectus any loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree, otherwise than as set forth or contemplated in the Pricing Prospectus, and (ii) since the respective dates as of which

information is given in the Pricing Prospectus there shall not have been any (A) change in the capital stock (other than as a result of (w) the exercise, if any, of stock options or settlement of any restricted stock units (including any "net" or "cashless" exercises or settlements) or the award, if any, of stock options, restricted stock, or restricted stock units, in all cases, pursuant to the Company's equity incentive plans that are described in the Pricing Prospectus and the Prospectus and the form of award agreement thereunder, (x) the repurchase of shares of capital stock pursuant to agreements providing for an option to repurchase or a right of first refusal on behalf of the Company pursuant to the Company's repurchase rights, (y) the issuance, if any, of stock upon conversion or exchange of Company securities as described in the Pricing Prospectus and the Prospectus) or the issuance or incurrence of any long-term debt of the Company or (z) the exercise, if any, of any warrants that are described in the Pricing Prospectus and the Prospectus and the form warrant agreement thereunder or (B) any change or effect, or any development involving a prospective change or effect, in or affecting (x) the business, properties, general affairs, management, financial position, stockholders' equity or results of operations of the Company, taken as a whole, except as set forth or contemplated in the Pricing Prospectus and the Prospectus, or (y) the ability of the Company to perform its obligations under this Agreement**,** including the issuance and sale of the Shares, or to consummate the transactions contemplated in the Pricing Prospectus and the Prospectus, the effect of which, in any such case described in clause (i) or (ii), is in the Representatives' judgment so material and adverse as to make it impracticable or inadvisable to proceed with the public offering or the delivery of the Shares being delivered at such Time of Delivery on the terms and in the manner contemplated in the Pricing Prospectus and the Prospectus;

(g) On or after the Applicable Time (i) no downgrading shall have occurred in the rating accorded the Company's debt securities by any "nationally recognized statistical rating organization", as defined in Section 3(a)(62) of the Exchange Act, and (ii) no such organization shall have publicly announced that it has under surveillance or review, with possible negative implications, its rating of any of the Company's debt securities;

(h) On or after the Applicable Time, there shall not have occurred any of the following: (i) a suspension or material limitation in trading in securities generally on the Exchange; (ii) a suspension or material limitation in trading in the Company's securities on the Exchange; (iii) a general moratorium on commercial banking activities declared by either Federal or New York State authorities or a material disruption in commercial banking or securities settlement or clearance services in the United States; (iv) the outbreak or escalation of hostilities involving the United States or the declaration by the United States of a national emergency or war or (v) the occurrence of any other calamity or crisis or any change in financial, political or economic conditions in the United States or elsewhere, if the effect of any such event specified in clause (iv) or (v) in your judgment makes it impracticable or inadvisable to proceed with the public offering or the delivery of the Shares being delivered at such Time of Delivery on the terms and in the manner contemplated in the Pricing Prospectus and the Prospectus;

(i) The Shares to be sold at such Time of Delivery shall have been duly listed on the Exchange;

(j) The Company shall have obtained and delivered to the Underwriters executed copies of an agreement from each officer, director and substantially all of the stockholders of the Company, each listed on Schedule IV hereto, substantially to the effect set forth in Annex II hereto in form and substance reasonably satisfactory to the Representatives;

(k) The Company shall have complied with the provisions of Section 5(c) hereof with respect to the furnishing of prospectuses on the New York Business Day next succeeding the date of this Agreement;

(l) The Capital Stock Conversion, the Class B Exchange, the Reclassification and the Notes Conversion shall have occurred in accordance with the description set forth in the Prospectus;

(m) On the date of the Prospectus at the time of the execution of this Agreement and at each Time of Delivery, the chief financial officer of the Company shall have furnished to the Representatives a certificate as to the accuracy of certain financial information included in the Registration Statement, the Pricing Prospectus and the Prospectus, dated as of the date thereof, in form and substance satisfactory to you as the Representatives; and

(n) The Company and the Selling Stockholders shall have furnished or caused to be furnished to you at such Time of Delivery certificates of officers of the Company and an attorney-in-fact on behalf of the Selling Stockholders, respectively, satisfactory to you as to the accuracy of the representations and warranties of the Company and the Selling Stockholders, respectively, herein at and as of such Time of Delivery, as to the performance by the Company and the Selling Stockholders of all of their respective obligations hereunder to be performed at or prior to such Time of Delivery, as to such other matters as you may reasonably request, and the Company shall have furnished or caused to be furnished certificates as to the matters set forth in subsections (a), and (f) of this Section 8.

9. (a) The Company will indemnify and hold harmless each Underwriter against any losses, claims, damages or liabilities, joint or several, to which such Underwriter may become subject, under the Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in the Registration Statement, any Preliminary Prospectus, the Pricing Prospectus or the Prospectus, or any amendment or supplement thereto, any Issuer Free Writing Prospectus, any “roadshow” as defined in Rule 433(h) under the Act (a “roadshow”), any “issuer information” filed or required to be filed pursuant to Rule 433(d) under the Act or any Testing-the-Waters Communication, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and will reimburse each Underwriter for any reasonable and documented out-of-pocket legal or other expenses reasonably incurred by such Underwriter in connection with investigating or defending any such action or claim as such expenses are incurred; provided, however, that the Company shall not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission made in the Registration Statement, any Preliminary Prospectus, the Pricing Prospectus or the Prospectus, or any amendment or supplement thereto, or any Issuer Free Writing Prospectus, any roadshow or any Testing-the-Waters Communication, in reliance upon and in conformity with the Underwriter Information.

(b) Each of the Selling Stockholders, severally and not jointly, will indemnify and hold harmless each Underwriter against any losses, claims, damages or liabilities, joint or several, to which such Underwriter may become subject, under the Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based

upon an untrue statement or alleged untrue statement of a material fact contained in the Registration Statement, any Preliminary Prospectus, the Pricing Prospectus or the Prospectus, or any amendment or supplement thereto, any Issuer Free Writing Prospectus, any road show or any Testing-the-Waters Communication, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in the Registration Statement, any Preliminary Prospectus, the Pricing Prospectus or the Prospectus, or any amendment or supplement thereto, or any Issuer Free Writing Prospectus, or any roadshow or any Testing-the-Waters Communication, in reliance upon and in conformity with the Selling Stockholder Information; and will reimburse each Underwriter for any reasonable and documented out-of-pocket legal or other expenses reasonably incurred by such Underwriter in connection with investigating or defending any such action or claim as such expenses are incurred; provided, however, that such Selling Stockholder shall not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission made in the Registration Statement, any Preliminary Prospectus, the Pricing Prospectus or the Prospectus or any amendment or supplement thereto, or any Issuer Free Writing Prospectus or any roadshow in reliance upon and in conformity with the Underwriter Information provided further, that the liability of such Selling Stockholder pursuant to this Section 9(b) (including insofar as this Section 9(b) is extended pursuant to Section 9(f) to employees, officers and directors of each Underwriter and each person, if any who controls any Underwriter within the meaning of the Act and each broker-dealer or other affiliate of any Underwriter) shall not exceed the net proceeds (net of any underwriting discounts and commissions, but before deducting expenses) from the sale of the Shares sold by such Selling Stockholder hereunder (the "Selling Stockholder Proceeds") less any amounts that such Selling Stockholder is obligated to pay or contribute pursuant to Section 9(e) below.

(c) Each Underwriter, severally and not jointly, will indemnify and hold harmless the Company and each Selling Stockholder against any losses, claims, damages or liabilities to which the Company or such Selling Stockholder may become subject, under the Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in the Registration Statement, any Preliminary Prospectus, the Pricing Prospectus or the Prospectus, or any amendment or supplement thereto, or any Issuer Free Writing Prospectus, or any roadshow, or any Testing-the-Waters Communication, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in the Registration Statement, any Preliminary Prospectus, the Pricing Prospectus or the Prospectus, or any amendment or supplement thereto, or any Issuer Free Writing Prospectus, or any roadshow, or any Testing-the-Waters Communication, in reliance upon and in conformity with the Underwriter Information; and will reimburse the Company and each Selling Stockholder for any reasonable and documented out-of-pocket legal or other expenses reasonably incurred by the Company or such Selling Stockholder in connection with investigating or defending any such action or claim as such expenses are incurred. As used in this Agreement with respect to an Underwriter and an applicable document, "Underwriter Information" shall mean the written information furnished to the Company by such Underwriter through the Representatives expressly for use therein; it

being understood and agreed upon that the only such information furnished by any Underwriter consists of the following information in the Prospectus furnished on behalf of each Underwriter: the concession and reallowance figures appearing in the [__] paragraph under the caption "Underwriting", and the information contained in the [__] paragraph under the caption "Underwriting".

(d) Promptly after receipt by an indemnified party under subsection (a), (b) or (c) of this Section 9 of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under such subsection, notify the indemnifying party in writing of the commencement thereof; provided that the failure to notify the indemnifying party shall not relieve it from any liability that it may have under the preceding paragraphs of this Section 9 except to the extent that it has been materially prejudiced (through the forfeiture of substantive rights or defenses) by such failure; and provided further that the failure to notify the indemnifying party shall not relieve it from any liability that it may have to an indemnified party otherwise than under the preceding paragraphs of this Section 9. In case any such action shall be brought against any indemnified party and it shall notify the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it shall wish, jointly with any other indemnifying party similarly notified, to assume the defense thereof, with counsel reasonably satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and, after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party shall not be liable to such indemnified party under such subsection for any legal expenses of other counsel or any other expenses, in each case subsequently incurred by such indemnified party, in connection with the defense thereof other than reasonable costs of investigation. No indemnifying party shall, without the written consent of the indemnified party, effect the settlement or compromise of, or consent to the entry of any judgment with respect to, any pending or threatened action or claim in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified party is an actual or potential party to such action or claim) unless such settlement, compromise or judgment (i) includes an unconditional release of the indemnified party from all liability arising out of such action or claim and (ii) does not include a statement as to or an admission of fault, culpability or a failure to act, by or on behalf of any indemnified party.

(e) If the indemnification provided for in this Section 9 is unavailable to or insufficient to hold harmless an indemnified party under subsection (a), (b) or (c) above in respect of any losses, claims, damages or liabilities (or actions in respect thereof) referred to therein, then each indemnifying party shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages or liabilities (or actions in respect thereof) in such proportion as is appropriate to reflect the relative benefits received by the Company and the Selling Stockholders on the one hand and the Underwriters on the other from the offering of the Shares. If, however, the allocation provided by the immediately preceding sentence is not permitted by applicable law, then each indemnifying party shall contribute to such amount paid or payable by such indemnified party in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Company and the Selling Stockholders on the one hand and the Underwriters on the other in connection with the statements or omissions which resulted in such losses, claims, damages or liabilities (or actions in respect thereof), as well as any other relevant equitable considerations. The relative benefits received by the Company and the Selling Stockholders on the one hand and the Underwriters on the other shall be deemed to be in the same proportion as the total net proceeds from the offering (after

deducting underwriting discounts and commissions but before deducting expenses) received by the Company and the Selling Stockholders bear to the total underwriting discounts and commissions received by the Underwriters, in each case as set forth in the table on the cover page of the Prospectus. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company or the Selling Stockholders on the one hand (provided that, with respect to each of the Selling Stockholders, such determination shall be limited by reference only to such Selling Stockholder's Selling Stockholder Information) or the Underwriters on the other and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The Company, each of the Selling Stockholders and the Underwriters agree that it would not be just and equitable if contribution pursuant to this subsection (e) were determined by pro rata allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation which does not take account of the equitable considerations referred to above in this subsection (e). The amount paid or payable by an indemnified party as a result of the losses, claims, damages or liabilities (or actions in respect thereof) referred to above in this subsection (e) shall be deemed to include any reasonable and documented out-of-pocket legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this subsection (e), no Underwriter shall be required to contribute any amount in excess of the amount by which the total price at which the Shares underwritten by it and distributed to the public were offered to the public exceeds the amount of any damages which such Underwriter has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Underwriters' obligations in this subsection (e) to contribute are several in proportion to their respective underwriting obligations and not joint. The liability of each Selling Stockholder under this Section 9(e) shall be limited to an amount equal to its Selling Stockholder Proceeds less any amounts such Selling Stockholder is obligated to pay or contribute under Section 9(b) above (including insofar as such Section 9(b) is extended pursuant to Section 9(f) to employees, officers and directors of each Underwriter and each person, if any who controls any Underwriter within the meaning of the Act and each broker-dealer or other affiliate of any Underwriter).

(f) The obligations of the Company and the Selling Stockholders under this Section 9 shall be in addition to any liability which the Company and the Selling Stockholders may otherwise have and shall extend, upon the same terms and conditions, to each employee, officer and director of each Underwriter and each person, if any, who controls any Underwriter within the meaning of the Act and each broker-dealer or other affiliate of any Underwriter; and the obligations of the Underwriters under this Section 9 shall be in addition to any liability which the respective Underwriters may otherwise have and shall extend, upon the same terms and conditions, to each officer and director of the Company (including any person who, with his or her consent, is named in the Registration Statement as about to become a director of the Company) and to each person, if any, who controls the Company or any Selling Stockholder within the meaning of the Act.

(g) The Company will indemnify and hold harmless the Directed Share Underwriter against any losses, claims, damages and liabilities to which the Directed Share Underwriter may become subject, under the Act or otherwise, insofar as such losses, claims damages or

liabilities (or actions in respect thereof) (x) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in any material prepared by or with the consent of the Company for distribution to Participants in connection with the Directed Share Program or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, (y) arise out of or are based upon the failure of any Participant to pay for and accept delivery of Directed Shares that the Participant agreed to purchase, or (z) are related to, arise out of or are in connection with the Directed Share Program, and will reimburse the Directed Share Underwriter for any legal or other expenses reasonably incurred by the Directed Share Underwriter in connection with investigating or defending any such action or claim as such expenses are incurred; provided, however, that with respect to clauses (y) and (z) above, the Company shall not be liable in any such case to the extent that any such loss, claim, damage or liability (or expense relating thereto) is finally judicially determined to have resulted from the bad faith or gross negligence of the Directed Share Underwriter.

(ii) Promptly after receipt by the Directed Share Underwriter of notice of the commencement of any action, the Directed Share Underwriter shall, if a claim in respect thereof is to be made against the Company, notify the Company in writing of the commencement thereof; provided that the failure to notify the Company shall not relieve the Company from any liability that it may have under the preceding paragraph of this Section 9(g) except to the extent that it has been materially prejudiced (through the forfeiture of substantive rights or defenses) by such failure; and provided further that the failure to notify the Company shall not relieve it from any liability that it may have to the Directed Share Underwriter otherwise than under the preceding paragraph of this Section 9(g). In case any such action shall be brought against the Directed Share Underwriter and it shall notify the Company of the commencement thereof, the Company shall be entitled to participate therein and, to the extent that it shall wish, to assume the defense thereof, with counsel reasonably satisfactory to the Directed Share Underwriter (who shall not, except with the consent of the Directed Share Underwriter, be counsel to the Company), and, after notice from the Company to the Directed Share Underwriter of its election so to assume the defense thereof, the Company shall not be liable to the Directed Share Underwriter under this subsection for any legal expenses of other counsel or any other expenses, in each case subsequently incurred by the Directed Share Underwriter, in connection with the defense thereof other than reasonable costs of investigation. In any such proceeding, the Directed Share Underwriter shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such Directed Share Underwriter unless (i) the Company and such Directed Share Underwriter shall have mutually agreed in writing to the retention of such counsel, (ii) the Company has failed within a reasonable time to retain counsel reasonably satisfactory to such Directed Share Underwriter, (iii) the Directed Share Underwriter shall have reasonably concluded that there may be legal defenses available to it that are different from or in addition to those available to the Company or (iv) the named parties to any such proceeding (including any impleaded parties) include both the Company and the Directed Share Underwriter and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. The Company shall not, in respect of the legal expenses of the Directed Share Underwriter in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the fees and expenses of more than one separate firm (in addition to any local counsel) for the Directed Share Underwriter. The Company shall not be liable for any settlement of any proceeding effected without its written consent, but if settled with such consent, the Company agrees to indemnify the Directed Share Underwriter from and against any loss or liability by reason of such

settlement. The Company shall not, without the written consent of the Directed Share Underwriter, effect the settlement or compromise of, or consent to the entry of any judgment with respect to, any pending or threatened action or claim in respect of which indemnification or contribution may be sought hereunder (whether or not the Directed Share Underwriter is an actual or potential party to such action or claim) unless such settlement, compromise or judgment (x) includes an unconditional release of the Directed Share Underwriter from all liability arising out of such action or claim and (y) does not include a statement as to or an admission of fault, culpability or a failure to act, by or on behalf of the Directed Share Underwriter.

(iii) If the indemnification provided for in this Section 9(g) is unavailable to or insufficient to hold harmless the Directed Share Underwriter under Section 9(g)(i) above in respect of any losses, claims, damages or liabilities (or actions in respect thereof) referred to therein, then the Company, in lieu of indemnifying the Directed Share Underwriter thereunder, shall contribute to the amount paid or payable by the Directed Share Underwriter as a result of such losses, claims, damages or liabilities (or actions in respect thereof) in such proportion as is appropriate to reflect the relative benefits received by the Company on the one hand and the Directed Share Underwriter on the other from the offering of the Directed Shares. If, however, the allocation provided by the immediately preceding sentence is not permitted by applicable law, then the Company shall contribute to such amount paid or payable by the Directed Share Underwriter in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Company on the one hand and the Directed Share Underwriter on the other in connection with any statements or omissions which resulted in such losses, claims, damages or liabilities (or actions in respect thereof), as well as any other relevant equitable considerations. The relative benefits received by the Company on the one hand and the Directed Share Underwriter on the other shall be deemed to be in the same proportion as the total net proceeds from the offering of the Directed Shares (before deducting expenses) received by the Company and the total underwriting discounts and commissions received by the Directed Share Underwriter for the Directed Shares bear to the aggregate public offering price of the Directed Shares. If the loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement of a material fact or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, the relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company on the one hand or the Directed Share Underwriter on the other and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The Company and the Directed Share Underwriter agree that it would not be just and equitable if contribution pursuant to this Section 9(g)(iii) were determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to above in this Section 9(g)(iii). The amount paid or payable by the Directed Share Underwriter as a result of the losses, claims, damages or liabilities (or actions in respect thereof) referred to above in this Section 9(g)(iii) shall be deemed to include, subject to the limitations set forth above, any legal or other expenses reasonably incurred by the Directed Share Underwriter in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this Section 9(g)(iii), the Directed Share Underwriter shall not be required to contribute any amount in excess of the amount by which the total price at which the Directed Shares sold by it and distributed to the Participants exceeds the amount of any damages which the Directed Share Underwriter has otherwise been required to

pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

(iv) The obligations of the Company under this Section 9(g) shall be in addition to any liability which the Company may otherwise have and shall extend, upon the same terms and conditions, to each employee, officer and director of the Directed Share Underwriter and each person, if any, who controls the Directed Share Underwriter within the meaning of the Act and each broker-dealer or other affiliate of the Directed Share Underwriter.

10. (a) If any Underwriter shall default in its obligation to purchase the Shares that it has agreed to purchase hereunder at a Time of Delivery, the Representatives may in their discretion arrange for the Representatives or another party or other parties to purchase such Shares on the terms contained herein. If within thirty-six hours after such default by any Underwriter the Representatives do not arrange for the purchase of such Shares, then the Company and the Selling Stockholders shall be entitled to a further period of thirty-six hours within which to procure another party or other parties satisfactory to the Representatives to purchase such Shares on such terms. In the event that, within the respective prescribed periods, the Representatives notify the Company and the Selling Stockholders that the Representatives have so arranged for the purchase of such Shares, or the Company or a Selling Stockholder notifies the Representatives that it has so arranged for the purchase of such Shares, the Representatives or the Company or the Selling Stockholders shall have the right to postpone such Time of Delivery for a period of not more than seven days, in order to effect whatever changes may thereby be made necessary in the Registration Statement or the Prospectus, or in any other documents or arrangements, and the Company agrees to file promptly any amendments or supplements to the Registration Statement or the Prospectus which in the Representatives' opinion may thereby be made necessary. The term "Underwriter" as used in this Agreement shall include any person substituted under this Section with like effect as if such person had originally been a party to this Agreement with respect to such Shares.

(b) If, after giving effect to any arrangements for the purchase of the Shares of a defaulting Underwriter or Underwriters by the Representatives and the Company and the Selling Stockholders as provided in subsection (a) above, the aggregate number of such Shares which remains unpurchased does not exceed one-eleventh of the aggregate number of all the Shares to be purchased at such Time of Delivery, then the Company and the Selling Stockholders shall have the right to require each non-defaulting Underwriter to purchase the number of Shares which such Underwriter agreed to purchase hereunder at such Time of Delivery and, in addition, to require each non-defaulting Underwriter to purchase its pro rata share (based on the number of Shares which such Underwriter agreed to purchase hereunder) of the Shares of such defaulting Underwriter or Underwriters for which such arrangements have not been made; but nothing herein shall relieve a defaulting Underwriter from liability for its default.

(c) If, after giving effect to any arrangements for the purchase of the Shares of a defaulting Underwriter or Underwriters by you and the Company and the Selling Stockholders as provided in subsection (a) above, the aggregate number of such Shares which remains unpurchased exceeds one-eleventh of the aggregate number of all of the Shares to be purchased at such Time of Delivery, or if the Company and the Selling Stockholders shall not exercise the right described in subsection (b) above to require non-defaulting Underwriters to

purchase Shares of a defaulting Underwriter or Underwriters, then this Agreement (or, with respect to the Second Time of Delivery, the obligations of the Underwriters to purchase and of the Selling Stockholders to sell the Optional Shares) shall thereupon terminate, without liability on the part of any non-defaulting Underwriter, the Company or the Selling Stockholders, except for the expenses to be borne by the Company, the Selling Stockholders and the Underwriters as provided in Section 7 hereof and the indemnity and contribution agreements in Section 9 hereof; but nothing herein shall relieve a defaulting Underwriter from liability for its default.

11. The respective indemnities, rights of contribution, agreements, representations, warranties and other statements of the Company, the Selling Stockholders and the several Underwriters, as set forth in this Agreement or made by or on behalf of them, respectively, pursuant to this Agreement, shall remain in full force and effect, regardless of any investigation (or any statement as to the results thereof) made by or on behalf of any Underwriter or any director, officer, employee, affiliate or controlling person of any Underwriter, or the Company, or any of the Selling Stockholders, or any officer or director or controlling person of the Company, or any controlling person of any Selling Stockholder, and shall survive delivery of and payment for the Shares.

12. If this Agreement shall be terminated pursuant to Section 10 hereof, neither the Company nor the Selling Stockholders shall then be under any liability to any Underwriter except as provided in Sections 7 and 9 hereof; but, if for any other reason any Shares are not delivered by or on behalf of the Company and the Selling Stockholders as provided herein, or the Underwriters decline to purchase the Shares for any reason permitted under this Agreement, the Company will reimburse the Underwriters through the Representatives for all reasonable and documented out-of-pocket expenses approved in writing by the Representatives, including fees and disbursements of counsel, reasonably incurred by the Underwriters in making preparations for the purchase, sale and delivery of the Shares not so delivered, but the Company and the Selling Stockholders shall then be under no further liability to any Underwriter except as provided in Sections 7 and 9 hereof.

13. In all dealings hereunder, the Representatives shall act on behalf of each of the Underwriters, and the parties hereto shall be entitled to act and rely upon any statement, request, notice or agreement on behalf of any Underwriter made or given by you jointly or by Goldman Sachs & Co. LLC on behalf of you as the Representatives; and in all dealings with any Selling Stockholder hereunder, the Representatives and the Company shall be entitled to act and rely upon any statement, request, notice or agreement contemplated by this Agreement on behalf of such Selling Stockholder made or given by any or all of the Attorneys-in-Fact for such Selling Stockholder.

In accordance with the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)), the Underwriters are required to obtain, verify and record information that identifies their respective clients, including the Company and the Selling Stockholders, which information may include the name and address of their respective clients, as well as other information that will allow the Underwriters to properly identify their respective clients.

All statements, requests, notices and agreements hereunder shall be in writing, and if to the Underwriters shall be delivered or sent by mail, telex, email or facsimile transmission to (a) Goldman Sachs & Co. LLC, 200 West Street, New York, New York 10282, Attention:

Registration Department, (b) Citigroup Global Markets Inc., 388 Greenwich Street, New York, NY 10013, Attention General Counsel, facsimile number 1-646-291-1469, and (c) BofA Securities, Inc., One Bryant Park, New York, NY 10036, dg.ecm_execution_services@bofa.com, Attention: Syndicate Department, with a copy to dg.ecm_legal@bofa.com, Attention: ECM Legal; if to any Selling Stockholder shall be delivered or sent by mail, telex or facsimile transmission to each of the Attorneys-in-Fact named in the Power of Attorney, c/o the Company at the address set forth on the cover of the Registration Statement, Attention: General Counsel, with a copy, which shall not constitute notice, to Whalen LLP, 4701 Von Karman Av, Suite 325, Newport Beach, CA 92660; if to the Company shall be delivered or sent by mail, telex or facsimile transmission to the address of the Company set forth on the cover of the Registration Statement, Attention: Secretary; and if to any stockholder that has delivered a lock-up letter described in Section 8(j) hereof shall be delivered or sent by mail to his or her respective address provided in Schedule II hereto or such other address as such stockholder provides in writing to the Company; provided, however, that any notice to an Underwriter pursuant to Section 9(c) hereof shall be delivered or sent by mail, telex or facsimile transmission to such Underwriter at its address set forth in its Underwriters' Questionnaire or telex constituting such Questionnaire, which address will be supplied to the Company or the Selling Stockholders by you on request**;** provided further that notices under subsection 5(e) shall be in writing, and if to the Underwriters shall be delivered or sent by mail, telex or facsimile transmission to the Representatives at Goldman Sachs & Co. LLC, 200 West Street, New York, New York 10282, Attention: Control Room. Any such statements, requests, notices or agreements shall take effect upon receipt thereof.

14. This Agreement shall be binding upon, and inure solely to the benefit of, the Underwriters and the Company and the Selling Stockholders and, to the extent provided in Sections 9 and 11 hereof, the officers and directors of the Company and each person who controls the Company, any Selling Stockholder or any Underwriter, or any director, officer, employee, or affiliate of any Underwriter, and their respective heirs, executors, administrators, successors and assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. No purchaser of any of the Shares from any Underwriter shall be deemed a successor or assign by reason merely of such purchase.

15. Time shall be of the essence of this Agreement. As used herein, the term "business day" shall mean any day when the Commission's office in Washington, D.C. is open for business.

16. The Company and the Selling Stockholders acknowledge and agree that (i) the purchase and sale of the Shares pursuant to this Agreement is an arm's-length commercial transaction between the Company and the Selling Stockholders, on the one hand, and the several Underwriters, on the other, (ii) in connection therewith and with the process leading to such transaction each Underwriter is acting solely as a principal and not the agent or fiduciary of the Company or any Selling Stockholder, (iii) no Underwriter has assumed an advisory or fiduciary responsibility in favor of the Company or any Selling Stockholder with respect to the offering contemplated hereby or the process leading thereto (irrespective of whether such Underwriter has advised or is currently advising the Company or any Selling Stockholder on other matters) or any other obligation to the Company or any Selling Stockholder except the obligations expressly set forth in this Agreement, (iv) the Company and each Selling Stockholder has consulted its own legal and financial advisors to the extent it deemed appropriate, and (v) none of the activities of the Underwriters in connection with the transactions

contemplated herein constitutes a recommendation, investment advice, or solicitation of any action by the Underwriters with respect to any entity or natural person. The Company and each Selling Stockholder agrees that it will not claim that the Underwriters, or any of them, has rendered advisory services of any nature or respect, or owes a fiduciary or similar duty to the Company or any Selling Stockholder, in connection with such transaction or the process leading thereto.

17. This Agreement supersedes all prior agreements and understandings (whether written or oral) between the Company, the Selling Stockholders and the Underwriters, or any of them, with respect to the subject matter hereof.

18. **This Agreement and any transaction contemplated by this Agreement and any claim, controversy or dispute arising under or related thereto shall be governed by and construed in accordance with the laws of the State of New York without regard to principles of conflict of laws that would result in the application of any other law than the laws of the State of New York. The Company and each Selling Stockholder agree that any suit or proceeding arising in respect of this Agreement or any transaction contemplated by this Agreement will be tried exclusively in the U.S. District Court for the Southern District of New York or, if that court does not have subject matter jurisdiction, in any state court located in The City and County of New York and the Company and each Selling Stockholder agree to submit to the jurisdiction of, and to venue in, such courts.**

19. The Company, each Selling Stockholder and each of the Underwriters hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

20. This Agreement may be executed by any one or more of the parties hereto in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including any electronic signature covered by the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act, the Electronic Signatures and Records Act or other applicable law, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

21. Notwithstanding anything herein to the contrary, the Company and the Selling Stockholders are authorized to disclose to any persons the U.S. federal and state income tax treatment and tax structure of the potential transaction and all materials of any kind (including tax opinions and other tax analyses) provided to the Company and the Selling Stockholders relating to that treatment and structure, without the Underwriters imposing any limitation of any kind. However, any information relating to the tax treatment and tax structure shall remain confidential (and the foregoing sentence shall not apply) to the extent necessary to enable any person to comply with securities laws. For this purpose, “tax structure” is limited to any facts that may be relevant to that treatment.

22. Recognition of the U.S. Special Resolution Regimes.

(a) In the event that any Underwriter that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Underwriter of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.

(b) In the event that any Underwriter that is a Covered Entity or a BHC Act Affiliate of such Underwriter becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such Underwriter are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.

(c) As used in this section:

"BHC Act Affiliate" has the meaning assigned to the term "affiliate" in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k).

"Covered Entity" means any of the following:

(i) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);

(ii) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or

(iii) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

"Default Right" has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

"U.S. Special Resolution Regime" means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

If the foregoing is in accordance with your understanding, please sign and return to us counterparts hereof, and upon the acceptance hereof by you, on behalf of each of the Underwriters, this letter and such acceptance hereof shall constitute a binding agreement among each of the Underwriters, the Company and each of the Selling Stockholders. It is understood that your acceptance of this letter on behalf of each of the Underwriters is pursuant to the authority set forth in a form of Agreement among Underwriters, the form of which shall be submitted to the Company and the Selling Stockholders for examination, upon request, but without warranty on your part as to the authority of the signers thereof.

[Signature Page Follows]

Any person executing and delivering this Agreement as Attorney-in-Fact for a Selling Stockholder represents by so doing that he has been duly appointed as Attorney-in-Fact by such Selling Stockholder pursuant to a validly existing and binding Power-of-Attorney that authorizes such Attorney-in-Fact to take such action.

Very truly yours,

Ibotta, Inc.

By: .....
Name:
Title: Chief Executive Officer

Selling Stockholders, acting severally

By: .....
Name:
Title: As Attorney-in-Fact acting on behalf of each of the Selling Stockholders named in Schedule II to this Agreement

Accepted as of the date hereof:

Goldman Sachs & Co. LLC

By: .....
Name:
Title:

Citigroup Global Markets Inc.

By: .....
Name:
Title:

BofA Securities, Inc.

By: .....
Name:
Title:

On behalf of each of the Underwriters

SCHEDULE I

Underwriter	Total Number of Firm Shares to be Purchased
Goldman Sachs & Co. LLC	
Citigroup Global Markets Inc	
BofA Securities, Inc.	
Evercore Group L.L.C.	
UBS Securities LLC	
Wells Fargo Securities, LLC	
Citizens JMP Securities, LLC	
Needham & Company, LLC	
Raymond James & Associates, Inc.	
Total	

SCHEDULE II

The Selling Stockholders[1]	Total Number of Firm Shares to be Sold	Number of Optional Shares to be Sold if Maximum Option is Exercised
[Names of Selling Stockholders]		
Total		

[1] Each Selling Stockholder has appointed [Names of Attorneys-in-Fact], and each of them, as the Attorneys-in-Fact for such Selling Stockholder.

SCHEDULE III

(a) Issuer Free Writing Prospectuses not included in the Pricing Disclosure Package

Electronic Roadshow dated [ ]

(b) Additional documents incorporated by reference

[None]

(c) Information other than the Pricing Prospectus that comprise the Pricing Disclosure Package

The initial public offering price per share for the Shares is $[__]

The number of Shares purchased by the Underwriters is [__].

[The number of Shares sold by the Selling Stockholders purchased by the Underwriters is [__].]

(d) Written Testing-the-Waters Communications

[ ]

SCHEDULE IV

Name of Stockholder, Director or Officer	Address

ANNEX I

[FORM OF PRESS RELEASE]

Ibotta, Inc.
[Date]

Ibotta, Inc. (the "Company") announced today that Goldman Sachs & Co. LLC and Citigroup Global Markets Inc., the lead book-running managers in the recent public sale of [__] shares of the Company's Class A common stock, is [waiving] [releasing] a lock-up restriction with respect to [__] shares of the Company's Class A common stock held by [certain officers or directors] [an officer or director] of the Company. The [waiver] [release] will take effect on [__], 20[__], and the shares may be sold on or after such date.

This press release is not an offer for sale of the securities in the United States or in any other jurisdiction where such offer is prohibited, and such securities may not be offered or sold in the United States absent registration or an exemption from registration under the United States Securities Act of 1933, as amended.

ANNEX II

FORM OF LOCK-UP AGREEMENT

Ibotta, Inc.

Lock-Up Agreement

[●], 2024

Goldman Sachs & Co. LLC
Citigroup Global Markets Inc.
BofA Securities, Inc.
As the Representatives of the several Underwriters

c/o Goldman Sachs & Co. LLC
200 West Street
New York, NY 10282-2198

c/o Citigroup Global Markets Inc.
388 Greenwich Street
New York, NY 10013

c/o BofA Securities, Inc.
One Bryant Park
New York, New York 10036

Re: Ibotta, Inc. - Lock-Up Agreement

Ladies and Gentlemen:

The undersigned understands that you, as the representatives (the "Representatives"), propose to enter into an Underwriting Agreement on behalf of the several Underwriters named in Schedule I to such agreement (collectively, the "Underwriters"), with Ibotta, Inc., a Delaware corporation (the "Company"), providing for a public offering (the "Public Offering") of shares (the "Shares") of Class A Common Stock, $0.00001 par value per share, of the Company (the "Class A Common Stock" and, together with the Class B Common Stock, $0.00001 par value per share, of the Company, the "Common Stock") pursuant to a Registration Statement on Form S-1 to be filed with the Securities and Exchange Commission (the "SEC").

In consideration of the agreement by the Underwriters to offer and sell the Shares, and of other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the undersigned agrees that, during the period beginning from the date of this Lock-Up Agreement and continuing to and including the date that is 180 days after the date set forth on the final prospectus relating to the Public Offering (the "Prospectus") (such period, the "Lock-Up Period"), the undersigned shall not, and shall not cause or direct any of its affiliates (as defined in Rule 405 promulgated under the Securities Act of 1933, as amended) to, (i) offer, sell, contract to sell, pledge, grant any option, right or warrant to purchase, purchase any option or contract to sell, lend or otherwise transfer or dispose of any shares of Common Stock or other capital stock of the Company, or any options or warrants to purchase any shares of Common Stock or other capital stock of the Company, or any securities convertible into, exchangeable for or that represent the right to receive shares of Common Stock or other capital stock of the

Company (such shares of Common Stock, options, rights, warrants or other securities, collectively, "Lock-Up Securities"), including without limitation any such Lock-Up Securities now owned or hereafter acquired by the undersigned, (ii) engage in any hedging or other transaction or arrangement (including, without limitation, any short sale or the purchase or sale of, or entry into, any put or call option, or combination thereof, forward, swap or any other derivative transaction or instrument, however described or defined) which is designed to or which reasonably could be expected to lead to or result in a sale, loan, pledge or other disposition (whether by the undersigned or someone other than the undersigned), or transfer of any of the economic consequences of ownership, in whole or in part, directly or indirectly, of any Lock-Up Securities, whether any such transaction or arrangement (or instrument provided for thereunder) would be settled by delivery of Common Stock or other securities, in cash or otherwise (any such sale, loan, pledge or other disposition, or transfer of economic consequences, a "Transfer"), (iii) make any demand for or exercise any right with respect to the registration of any Lock-Up Securities, or (iv) otherwise publicly announce any intention to engage in or cause any action, activity, transaction or arrangement described in clauses (i), (ii) or (iii) above. The undersigned represents and warrants that the undersigned is not, and has not caused or directed any of its affiliates to be or become, currently a party to any agreement or arrangement that provides for, is designed to or which reasonably could be expected to lead to or result in any Transfer during the Lock-Up Period. For the avoidance of doubt, if the undersigned is an officer or director of the Company, the undersigned agrees that the foregoing provisions shall be equally applicable to any issuer-directed or other Shares the undersigned may purchase in the Public Offering.

If the undersigned is not a natural person, the undersigned represents and warrants that no single natural person, entity or "group" (within the meaning of Section 13(d)(3) of the Securities Exchange Act of 1934, as amended), other than a natural person, entity or "group" (as described above) that has executed a Lock-Up Agreement in substantially the same form as this Lock-Up Agreement, beneficially owns, directly or indirectly, 50% or more of the common equity interests, or 50% or more of the voting power, in the undersigned.

The undersigned further represents and warrants that it has furnished the Representatives with the details of any transaction the undersigned, or any of its direct or indirect affiliates, is a party to as of the date hereof, which transaction would have been restricted by this Lock-Up Agreement if it had been entered into by the undersigned during the Lock-Up Period.

If the undersigned is an officer or director of the Company, (i) the Representatives agree that, at least three business days before the effective date of any release or waiver of the foregoing restrictions in connection with a transfer of shares of Common Stock, the Representatives will notify the Company of the impending release or waiver, and (ii) the Company will agree or has agreed in the Underwriting Agreement to announce the impending release or waiver by press release through a major news service at least two business days before the effective date of the release or waiver. Any release or waiver granted by the Representatives hereunder to any such officer or director shall only be effective two business days after the publication date of such press release. The provisions of this paragraph will not apply if (a) the release or waiver is effected solely to permit a transfer not for consideration and (b) the transferee has agreed in writing to be bound by the same terms described in this Lock-Up Agreement to the extent and for the duration that such terms remain in effect at the time of the Transfer.

Notwithstanding the foregoing, the undersigned may:

(a) transfer the Undersigned's Lock-Up Securities:

(i) to any donee or donees as a *bona fide* gift or gifts, charitable contribution or for bona fide estate planning purposes;

(ii) if the undersigned is a natural person, to any member of the undersigned's immediate family or to any trust for the direct or indirect benefit of the undersigned or the immediate family of the undersigned, or if the undersigned is a trust, to a trustor or beneficiary of the trust or to the estate of a beneficiary of such trust;

(iii) upon death or by will, testamentary document or the laws of intestate succession;

(iv) to a nominee or custodian of a person or entity to whom a disposition or transfer would be permissible under clauses (i) through (iii) above;

(v) to the Company from the undersigned upon death, disability or termination of employment;

(vi) if the undersigned is not an officer or director of the Company, in connection with a sale of the undersigned's shares of Common Stock acquired (A) from the Underwriters in the Public Offering or (B) in open market transactions after the Public Offering date set forth on the cover of the Prospectus (the "Public Offering Date");

(vii) if the undersigned is a corporation, partnership, limited liability company, trust or other business entity, (A) to another corporation, partnership, limited liability company, trust or other business entity that is an affiliate (as defined in Rule 405 promulgated under the Securities Act of 1933, as amended) of the undersigned, or to any investment fund or other entity controlling, controlled by, managing or managed by or under common control with the undersigned or affiliates of the undersigned (including, for the avoidance of doubt, where the undersigned is a partnership, to its general partner or a successor partnership or fund, or any other funds managed by such partnership), or (B) as part of a distribution, transfer or disposition without consideration by the undersigned to its stockholders, partners, members or other equity holders;

(viii) (A) to the Company for the purposes of exercising (including for the payment of tax withholdings or remittance payments due as a result of such exercise) on a "net exercise" basis options to purchase shares of Common Stock and (B) in connection with the vesting or settlement of restricted stock units, including any transfer to the Company for the payment of tax withholdings or remittance payments due as a result of the vesting or settlement of such restricted stock units, and any transfer necessary to generate such amount of cash needed for the payment of taxes, including estimated taxes, due as a result of the vesting or settlement of restricted stock units whether by means of a "net settlement" or otherwise, provided that any such transfers described in this subclause (B) occurring within 90 days of the Public Offering shall be only to the Company, and in all such cases described in (A) and (B), provided that any such shares of Common Stock received upon such exercise, vesting or settlement shall be subject to the terms of this Lock-Up Agreement, and provided further that any such options and restricted stock units are held by the undersigned as of the Public Offering Date and were issued pursuant to equity awards granted under a stock incentive plan or other equity award plan, which plan is described in the Prospectus;

(ix) to the Company in connection with the repurchase of shares of Common Stock issued pursuant to equity awards granted under a stock incentive plan or other equity award plan, which plan is described in the Prospectus, or pursuant to the agreements pursuant to which such shares were issued, as described in the Prospectus, provided that such repurchase of shares of Common Stock is in connection with the termination of the undersigned's service provider relationship with the Company;

(x) pursuant to a bona fide third-party tender offer, merger, consolidation or other similar transaction that is approved by the Board of Directors of the Company and made to all holders of the Company's capital stock the result of which is that any "person" (as defined in Section 13(d)(3) of the Exchange Act), or group of persons, becomes the beneficial owner (as defined in Rules 13d-3 and 13d-5 of the Exchange Act) of more than 50% of total voting power of the voting stock of the Company or the surviving entity (a "Change of Control Transaction"), provided that all of the undersigned's shares of Common Stock that are not so transferred, tendered or otherwise disposed of shall remain subject to this Lock-Up Agreement; and provided further that in the

event that such Change of Control Transaction is not completed, the undersigned's shares of Common Stock shall remain subject to the provisions of this Lock-Up Agreement;

(xi) in connection with the conversion or reclassification of the outstanding preferred stock into shares of Common Stock, or any reclassification or conversion of the Common Stock, provided that any such shares of Common Stock received upon such conversion or reclassification shall be subject to the terms of this Lock-Up Agreement;

(xii) by operation of law, pursuant to a final qualified domestic order, divorce settlement, divorce decree or separation agreement;

(xiii) to the Underwriters pursuant to the Underwriting Agreement; or

(xiv) with the prior written consent of the Representatives on behalf of the Underwriters.

provided, *that* (A) in the case of clauses (i), (ii), (iii), (iv), (vii) and (xii) above, it shall be a condition to the transfer or distribution that the done, devisee, transferee or distributee, as the case may be, agrees in writing to be bound by the restrictions set forth herein, and there shall be no further transfer of such Common Stock except in accordance with this Lock-Up Agreement, (B) in the case of clauses (i), (ii), (iii), (iv), (vii), (xi) and (xii) above, such transfer shall not involve a disposition for value, (C) in the case of clauses (i), (ii), (iii) and (iv) above, no filing under Section 16 of the Exchange Act, or other public filing, report or announcement reporting a reduction in beneficial ownership of shares of Common Stock shall be required or shall be voluntarily made during the Lock-Up Period (other than any required Form 5 filing), (D) in the case of clauses (vi) and (vii) above, no filing under Section 16 of the Exchange Act, or other public filing, report or announcement shall be required or shall be voluntarily made during the Lock-Up Period in connection with such transfer or distribution, and (E) in the case of clauses (v), (viii), (ix) and (xii) above, it shall be a condition to such transfer that if any filing under Section 16(a) of the Exchange Act, or other public filing, report or announcement reporting a reduction in beneficial ownership of shares of Common Stock in connection with such transfer or distribution shall be legally required during the Lock-Up Period, such filing, report or announcement shall clearly indicate in the footnotes thereto the nature and conditions of such transfer; or

(b) enter into a written plan meeting the requirements of Rule 10b5-1 under the Exchange Act relating to the transfer, sale or other disposition of the undersigned's Lock-Up Securities, if then permitted by the Company, provided that none of the securities subject to such plan may be transferred, sold or otherwise disposed of until after the expiration of the Lock-Up Period and no public announcement, report or filing under the Exchange Act shall be required or shall be voluntarily made regarding the establishment of such plan during the Lock-Up Period.

For purposes of this Lock-Up Agreement, "immediate family" shall mean any relationship by blood, marriage, domestic partnership or adoption, not more remote than first cousin. The undersigned now has, and, except as contemplated by clause (a) above, for the duration of this Lock-Up Agreement will have, good and marketable title to the undersigned's Lock-Up Securities, free and clear of all liens, encumbrances, and claims whatsoever. The undersigned also agrees and consents to the entry of stop transfer instructions with the Company's transfer agent and registrar against the transfer of the undersigned's Lock-Up Securities except in compliance with the foregoing restrictions.

The undersigned acknowledges and agrees that none of the Underwriters has made any recommendation or provided any investment or other advice to the undersigned with respect to this Lock-Up Agreement or the subject matter hereof, and the undersigned has consulted its own legal, accounting, financial, regulatory, tax and other advisors with respect to this Lock-Up Agreement and the subject matter hereof to the extent the undersigned has deemed appropriate. The undersigned further acknowledges and agrees that, although the Underwriters may have provided or hereafter provide to the undersigned in connection with the Public Offering a Form CRS and/or certain

other disclosures as contemplated by Regulation Best Interest, the Underwriters have not made and are not making a recommendation to the undersigned to enter into this Lock-Up Agreement or to transfer, sell or dispose of, or to refrain from transferring, selling or disposing of, any shares of Common Stock, and nothing set forth in such disclosures or herein is intended to suggest that any Underwriter is making such a recommendation.

In addition, and notwithstanding the provisions of the second paragraph of this Lock-Up Agreement, if the Lock-Up Period is scheduled to end during a Blackout Period (as defined below), then 20% of the shares of Common Stock (including shares issuable upon exercise of vested options) that are subject to the restrictions hereunder, which percentage shall be calculated based on the number of shares of Common Stock subject to such restrictions as of the day immediately prior to the beginning of such Blackout Period, will be automatically released from such restrictions beginning on the ninth Trading Day immediately prior to the beginning of such Blackout Period (the "Blackout-Related Release"); provided, however, that promptly upon the Company's determination of the date of the Blackout-Related Release and in any event at least seven Trading Days in advance of the Blackout-Related Release, the Company shall notify the Representatives of the date of the impending Blackout-Related Release, and shall announce the date of the Blackout-Related Release through a major news service, or on a Form 8-K, at least five Trading Days in advance of the Blackout-Related Release.

For purposes of this Lock-Up Agreement, a "Trading Day" is a day on which the New York Stock Exchange and the Nasdaq Stock Market are open for the buying and selling of securities. For purposes of this Lock-Up Agreement, "Blackout Period" shall mean a broadly applicable and regularly scheduled period during which trading in the Company's securities would not be permitted under the Company's insider trading policy.

In the event that one of the Representatives withdraws from or declines to participate in the Public Offering, all references to the Representatives contained in this Lock-Up Agreement shall be deemed to refer to the remaining Representatives that continue to participate in the Public Offering (the "Remaining Representatives"), and, in such event, any written consent, waiver or notice given or delivered in connection with this Lock-Up Agreement by the Remaining Representatives shall be deemed to be sufficient and effective for all purposes under this Lock-Up Agreement.

This Lock-Up Agreement shall automatically terminate and the undersigned shall be released from all of his, her or its obligations hereunder upon the earlier of (i) the date on which the Registration Statement filed with the SEC with respect to the Public Offering is withdrawn, (ii) the date on which for any reason the Underwriting Agreement is terminated (other than the provisions thereof that survive termination) prior to payment for and delivery of the Shares to be sold thereunder (other than pursuant to the Underwriters' option thereunder to purchase additional Shares), (iii) the date on which the Company notifies the Representatives, in writing and prior to the execution of the Underwriting Agreement, that it does not intend to proceed with the Public Offering and (iv) September 30, 2024, in the event that the Underwriting Agreement has not been executed by such date (provided, however, that the Company may, by written notice to the undersigned prior to such date, extend such date by a period of up to an additional 90 days).

The undersigned understands that the Company and the Underwriters are relying upon this Lock-Up Agreement in proceeding toward consummation of the Public Offering. The undersigned further understands that this Lock-Up Agreement is irrevocable and shall be binding upon the undersigned's heirs, legal representatives, successors and assigns. The undersigned hereby represents and warrants that the undersigned has full power and authority to enter into this Lock-Up Agreement. This Lock-Up Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to principles of conflict of laws that would result in the application of any law other than the laws of the State of New York. This Lock-Up Agreement may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com or www.echosign.com) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

Very truly yours,

Exact Name of Shareholder

Authorized Signature

Title

Exhibit 4.1


ibotta®
Ibotta, Inc.
INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE
SEE REVERSE FOR CERTAIN DEFINITIONS
CUSIP
THIS CERTIFIES THAT
SPECIMEN
IS THE OWNER OF
FULLY PAID AND NONASSESSABLE CLASS A COMMON STOCK, PAR VALUE $0.00001, PER SHARE, OF
Ibotta, Inc.
COMMON STOCK
transferable on the books of the Corporation in person or by duly authorized attorney, upon surrender of this certificate properly endorsed.
This certificate is not valid until countersigned and registered by the Transfer Agent and registered by the Registrar.
Witness the facsimile seal of the Corporation and the facsimile signatures of its duly authorized officers.
Dated:
Ibotta, Inc. CORPORATE SEAL DELAWARE
PRESIDENT
SECRETARY
COUNTERSIGNED AND REGISTERED:
EQUINITI TRUST COMPANY, LLC
TRANSFER AGENT AND REGISTRAR
By:
AUTHORIZED SIGNATURE

The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM — as tenants in common
TEN ENT — as tenants by the entireties
JT TEN — as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT MIN ACT — .....Custodian..... (Cust) (Minor) Under Uniform Gifts to Minors Act..... (State)

Additional abbreviations may also be used though not in the above list.

For value received, _____ hereby sell, assign and transfer unto

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

_____

PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS, INCLUDING POSTAL ZIP CODE, OF ASSIGNEE

_____

_____

_____ Shares of the Class A common stock represented by the within Certificate, and do hereby irrevocably constitute and appoint

_____ Attorney to transfer the said stock on the books of the within named Corporation with full power of substitution in the premises.

Dated _____

X _____

X _____

NOTICE: THE SIGNATURE(S) TO THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME(S) AS WRITTEN UPON THE FACE OF THE CERTIFICATE IN EVERY PARTICULAR, WITHOUT ALTERNATION OR ENLARGEMENT OR ANY CHANGE WHATSOEVER.

Signature(s) Guaranteed:

_____

THE SIGNATURE(S) MUST BE GUARANTEED BY AN ELIGIBLE GUARANTOR INSTITUTION (BANKS, STOCKBROKERS, SAVINGS AND LOAN ASSOCIATIONS AND CREDIT UNIONS WITH MEMBERSHIP IN AN APPROVED SIGNATURE GUARANTEE MEDALLION PROGRAM), PURSUANT TO S.E.C. RULE 17Ad-15.

Exhibit 5.1

WILSON SONSINI

Wilson Sonsini Goodrich & Rosati
Professional Corporation
650 Page Mill Road
Palo Alto, California 94304
O: 650-493-9300
F: 866.974.7329

April 8, 2024

Ibotta, Inc.
1801 California Street, Suite 400
Denver, Colorado 80202

Re: Registration Statement on Form S-1

Ladies and Gentlemen:

This opinion is furnished to you in connection with the Registration Statement on Form S-1 (Registration No. 333-278172), as amended (the "***Registration Statement***"), filed by Ibotta, Inc., a Delaware corporation (the "***Company***") with the Securities and Exchange Commission (the "***Commission***") in connection with the registration pursuant to the Securities Act of 1933, as amended (the "***Act***"), of up to 5,625,000 shares of the Company's Class A common stock, $0.00001 par value per share (the "***Shares***"), of which up to 2,500,000 shares will be issued and sold by the Company and up to 3,125,000 shares will be sold by the selling stockholders identified in such Registration Statement (the "***Selling Stockholders***") (including up to 843,750 shares to be sold by the Selling Stockholders upon exercise of an option granted to the underwriters by the Selling Stockholders). We understand that the Shares are to be sold to the underwriters for resale to the public as described in the Registration Statement and pursuant to an underwriting agreement, substantially in the form filed as an exhibit to the Registration Statement, to be entered into by and among the Company, the Selling Stockholders and representatives of the several underwriters named therein (the "***Underwriting Agreement***").

We are acting as counsel for the Company in connection with the sale of the Shares by the Company and the Selling Stockholders. In such capacity, we have examined originals or copies, certified or otherwise identified to our satisfaction, of such instruments, documents, certificates and records that we have deemed relevant and necessary for the basis of our opinions hereinafter expressed. As to questions of fact material to this opinion, we have relied on certificates or comparable documents of public officials and of officers and representatives of the Company. In our examination, we have assumed: (a) the authenticity of original documents and the genuineness of all signatures; (b) the conformity to the originals of all documents submitted to us as copies; (c) the truth, accuracy and completeness of the information, representations and warranties contained in the instruments, documents, certificates and records we have reviewed; and (d) the legal competence of all signatories to such documents.

We express no opinion herein as to the laws of any state or jurisdiction other than the General Corporation Law of the State of Delaware (including the statutory provisions and all applicable judicial decisions interpreting those laws) and the federal laws of the United States of America.

On the basis of the foregoing, we are of the opinion that upon the effectiveness of the Company's Amended and Restated Certificate of Incorporation, a form of which has been filed as an exhibit to the Registration Statement, (i) the Shares to be issued and sold by the Company have been duly authorized and, when such Shares are issued and paid for in accordance with the terms of the Underwriting Agreement, will be validly issued, fully paid and nonassessable and (ii) the Shares to be sold by the Selling Stockholders have been duly authorized and are validly issued, fully paid and nonassessable.

* * *

We consent to the filing of this opinion as an exhibit to the above-referenced Registration Statement, and we consent to the use of our name wherever it appears in the prospectus forming part of the Registration Statement, and in any amendment or supplement thereto. In giving such consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Act or the rules or regulations of the Commission thereunder.

Very truly yours,

WILSON SONSINI GOODRICH & ROSATI
Professional Corporation

/s/ Wilson Sonsini Goodrich & Rosati, P.C.

IBOTTA, INC.

2024 EQUITY INCENTIVE PLAN

1. Purposes of the Plan. The purposes of this Plan are:

   - to attract and retain the best available personnel for positions of substantial responsibility,
   - to provide additional incentive to Employees, Directors and Consultants, and
   - to promote the success of the Company's business.

The Plan permits the grant of Incentive Stock Options, Nonstatutory Stock Options, Restricted Stock, Restricted Stock Units, Stock Appreciation Rights, Performance Units and Performance Shares.

2. Definitions. As used herein, the following definitions will apply:

(a) "Administrator" means the Board or any of its Committees as will be administering the Plan, in accordance with Section 4 of the Plan.

(b) "Applicable Laws" means the legal and regulatory requirements relating to the administration of equity-based awards, including without limitation the related issuance of Shares, including without limitation under U.S. federal and state corporate laws, U.S. federal and state securities laws, the Code, any stock exchange or quotation system on which the Common Stock is listed or quoted and the applicable laws of any non-U.S. country or jurisdiction where Awards are, or will be, granted under the Plan.

(c) "Award" means, individually or collectively, a grant under the Plan of Options, Stock Appreciation Rights, Restricted Stock, Restricted Stock Units, Performance Units or Performance Shares.

(d) "Award Agreement" means the written or electronic agreement between the Company and Participant setting forth the terms and provisions applicable to an Award granted under the Plan. The Award Agreement is subject to the terms and conditions of the Plan.

(e) "Board" means the Board of Directors of the Company.

(f) "Change in Control" means the occurrence of any of the following events:

(i) Change in Ownership of the Company. A change in the ownership of the Company which occurs on the date that any one person, or more than one person acting as a group ("Person"), acquires ownership of the stock of the Company that, together with the stock held by such Person, constitutes more than 50% of the total voting power of the stock of the

Company; provided, however, that for purposes of this subsection, the acquisition of additional stock by any one Person, who is considered to own more than 50% of the total voting power of the stock of the Company will not be considered a Change in Control. Further, if the stockholders of the Company immediately before such change in ownership continue to retain immediately after the change in ownership, in substantially the same proportions as their ownership of shares of the Company's voting stock immediately prior to the change in ownership, direct or indirect beneficial ownership of 50% or more of the total voting power of the stock of the Company or of the ultimate parent entity of the Company, such event will not be considered a Change in Control under this subsection (i). For this purpose, indirect beneficial ownership will include, without limitation, an interest resulting from ownership of the voting securities of one or more corporations or other business entities which own the Company, as the case may be, either directly or through one or more subsidiary corporations or other business entities; or

(ii) Change in Effective Control of the Company. A change in the effective control of the Company which occurs on the date that a majority of members of the Board is replaced during any 12-month period by Directors whose appointment or election is not endorsed by a majority of the members of the Board prior to the date of the appointment or election. For purposes of this subsection (ii), if any Person is considered to be in effective control of the Company, the acquisition of additional control of the Company by the same Person will not be considered a Change in Control; or

(iii) Change in Ownership of a Substantial Portion of the Company's Assets. A change in the ownership of a substantial portion of the Company's assets which occurs on the date that any Person acquires (or has acquired during the 12-month period ending on the date of the most recent acquisition by such Person) assets from the Company that have a total gross fair market value equal to or more than 50% of the total gross fair market value of all of the assets of the Company immediately prior to such acquisition or acquisitions; provided, however, that for purposes of this subsection (iii), the following will not constitute a change in the ownership of a substantial portion of the Company's assets: (A) a transfer to an entity that is controlled by the Company's stockholders immediately after the transfer, or (B) a transfer of assets by the Company to: (1) a stockholder of the Company (immediately before the asset transfer) in exchange for or with respect to the Company's stock, (2) an entity, 50% or more of the total value or voting power of which is owned, directly or indirectly, by the Company, (3) a Person, that owns, directly or indirectly, 50% or more of the total value or voting power of all the outstanding stock of the Company, or (4) an entity, at least 50% of the total value or voting power of which is owned, directly or indirectly, by a Person described in subsection (iii)(B)(3). For purposes of this subsection (iii), gross fair market value means the value of the assets of the Company, or the value of the assets being disposed of, determined without regard to any liabilities associated with such assets.

For purposes of this definition, persons will be considered to be acting as a group if they are owners of a corporation that enters into a merger, consolidation, purchase or acquisition of stock, or similar business transaction with the Company.

Notwithstanding the foregoing, a transaction will not be deemed a Change in Control unless the transaction qualifies as a "change in control event" within the meaning of Section 409A.

Further and for the avoidance of doubt, a transaction will not constitute a Change in Control if: (x) its primary purpose is to change the jurisdiction of the Company's incorporation, or (y) its primary purpose is to create a holding company that will be owned in substantially the same proportions by the persons who held the Company's securities immediately before such transaction.

(g) "Code" means the U.S. Internal Revenue Code of 1986, as amended. Any reference to a section of the Code or regulation thereunder will include such section or regulation, any valid regulation or other formal guidance of general or direct applicability promulgated under such section, and any comparable provision of any future legislation or regulation amending, supplementing or superseding such section or regulation.

(h) "Committee" means a committee of Directors or of other individuals satisfying Applicable Laws appointed by the Board, or by a duly authorized committee of the Board, in accordance with Section 4 hereof.

(i) "Common Stock" means the Class A common stock of the Company.

(j) "Company" means Ibotta, Inc., a Delaware corporation, or any successor thereto.

(k) "Consultant" means any natural person, including an advisor, engaged by the Company or a Parent or Subsidiary of the Company to render bona fide services to such entity, provided the services (i) are not in connection with the offer or sale of securities in a capital-raising transaction, and (ii) do not directly promote or maintain a market for the Company's securities, in each case, within the meaning of Form S-8 promulgated under the Securities Act, and provided, further, that a Consultant will include only those persons to whom the issuance of Shares may be registered under Form S-8 promulgated under the Securities Act.

(l) "Director" means a member of the Board.

(m) "Disability" means total and permanent disability as defined in Section 22(e)(3) of the Code, provided that in the case of Awards other than Incentive Stock Options, the Administrator in its discretion may determine whether a permanent and total disability exists in accordance with uniform and non-discriminatory standards adopted by the Administrator from time to time.

(n) "Employee" means any person, including Officers and Directors, employed by the Company or any Parent or Subsidiary of the Company. Neither service as a Director nor payment of a director's fee by the Company will be sufficient to constitute "employment" by the Company.

(o) "Exchange Act" means the U.S. Securities Exchange Act of 1934, as amended, including the rules and regulations promulgated thereunder.

(p) "Exchange Program" means a program under which (i) outstanding Awards are surrendered or canceled in exchange for awards of the same type (which may have higher or lower exercise prices and different terms), awards of a different type, and/or cash, (ii) Participants would have the opportunity to transfer any outstanding Awards to a financial institution or other person or entity selected by the Administrator, and/or (iii) the exercise price of an outstanding Award is increased or reduced. The Administrator will determine the terms and conditions of any Exchange Program in its sole discretion.

(q) "Fair Market Value" means, as of any date, the value of Common Stock determined as follows:

(i) If the Common Stock is listed on any established stock exchange or a national market system, including without limitation the New York Stock Exchange, the Nasdaq Global Select Market, the Nasdaq Global Market or the Nasdaq Capital Market of The Nasdaq Stock Market, its Fair Market Value will be the closing sales price for such stock (or, if no closing sales price was reported on that date, as applicable, on the last Trading Day such closing sales price was reported) as quoted on such exchange or system on the day of determination, as reported in *The Wall Street Journal* or such other source as the Administrator deems reliable;

(ii) If the Common Stock is regularly quoted by a recognized securities dealer but selling prices are not reported, the Fair Market Value of a Share will be the mean between the high bid and low asked prices for the Common Stock on the day of determination (or, if no bids and asks were reported on that date, as applicable, on the last Trading Day such bids and asks were reported), as reported in *The Wall Street Journal* or such other source as the Administrator deems reliable;

(iii) For purposes of any Awards granted on the Registration Date, the Fair Market Value will be the initial price to the public as set forth in the final prospectus included within the registration statement on Form S-1 filed with the Securities and Exchange Commission for the initial public offering of the Common Stock; or

(iv) In the absence of an established market for the Common Stock, the Fair Market Value will be determined in good faith by the Administrator.

In addition, for purposes of determining the fair market value of shares for any reason other than the determination of the exercise price of Options or Stock Appreciation Rights, fair market value will be determined by the Administrator in a manner compliant with Applicable Laws and applied consistently for such purpose. The determination of fair market value for purposes of tax withholding may be made in the Administrator's discretion subject to Applicable Laws and is not required to be consistent with the determination of Fair Market Value for other purposes.

(r) "Fiscal Year" means the fiscal year of the Company.

(s) "Incentive Stock Option" means an Option intended to qualify, and actually qualifies, as an incentive stock option within the meaning of Section 422 of the Code and the regulations promulgated thereunder.

(t) "Nonstatutory Stock Option" means an Option that by its terms does not qualify or is not intended to qualify as an Incentive Stock Option.

(u) "Officer" means a person who is an officer of the Company within the meaning of Section 16 of the Exchange Act and the rules and regulations promulgated thereunder.

(v) "Option" means a stock option granted pursuant to the Plan.

(w) "Outside Director" means a Director who is not an Employee.

(x) "Parent" means a "parent corporation," whether now or hereafter existing, as defined in Code Section 424(e).

(y) "Participant" means the holder of an outstanding Award.

(z) "Performance Share" means an Award denominated in Shares which may be earned in whole or in part upon attainment of performance goals or other vesting criteria as the Administrator may determine pursuant to Section 10.

(aa) "Performance Unit" means an Award which may be earned in whole or in part upon attainment of performance goals or other vesting criteria as the Administrator may determine and which may be settled for cash, Shares or other securities or a combination of the foregoing pursuant to Section 10.

(bb) "Period of Restriction" means the period (if any) during which the transfer of Shares of Restricted Stock are subject to restrictions and therefore, the Shares are subject to a substantial risk of forfeiture. Such restrictions may be based on the passage of time, continued service, the achievement of target levels of performance, the achievement of performance goals, or the occurrence of other events as determined by the Administrator.

(cc) "Plan" means this Ibotta, Inc. 2024 Equity Incentive Plan.

(dd) "Registration Date" means the effective date of the first registration statement that is filed by the Company and declared effective pursuant to Section 12(b) of the Exchange Act, with respect to any class of the Company's securities.

(ee) "Restricted Stock" means Shares issued pursuant to a Restricted Stock award under Section 7 of the Plan or issued pursuant to the early exercise of an Option.

(ff) "Restricted Stock Unit" means a bookkeeping entry representing an amount equal to the Fair Market Value of one Share, granted pursuant to Section 8. Each Restricted Stock Unit represents an unfunded and unsecured obligation of the Company.

(gg) "Rule 16b-3" means Rule 16b-3 of the Exchange Act or any successor to Rule 16b-3, as in effect when discretion is being exercised with respect to the Plan.

(hh) "Section 16(b)" means Section 16(b) of the Exchange Act.

(ii) "Section 409A" means Section 409A of the Code, as it has been and may be amended from time to time, and any proposed or final Treasury Regulations and Internal Revenue Service guidance that has been promulgated or may be promulgated thereunder from time to time, or any state law equivalent.

(jj) "Securities Act" means the U.S. Securities Act of 1933, as amended, including the rules and regulations promulgated thereunder.

(kk) "Service Provider" means an Employee, Director or Consultant.

(ll) "Share" means a share of the Common Stock, as adjusted in accordance with Section 14 of the Plan.

(mm) "Stock Appreciation Right" means an Award, granted alone or in connection with an Option, that pursuant to Section 9 is designated as a Stock Appreciation Right.

(nn) "Subsidiary" means a "subsidiary corporation," whether now or hereafter existing, as defined in Code Section 424(f).

(oo) "Trading Day" means a day that the primary stock exchange, national market system, or other trading platform, as applicable, upon which the Common Stock is listed (or otherwise trades regularly, as determined by the Administrator, in its sole discretion) is open for trading.

3. Stock Subject to the Plan.

(a) Subject to the provisions of Section 14 of the Plan and the automatic increase set forth in Section 3(b), the maximum aggregate number of Shares that may be issued under the Plan is (i) 4,300,000 Shares, plus (ii) a number of Shares equal to (A) any Shares subject to stock options or similar awards granted under the Company's 2011 Equity Incentive Plan (the "2011 Plan") that, on or after the Registration Date, expire or otherwise terminate without having been exercised or issued in full, (B) any Shares that, on or after the Registration Date, are tendered to or withheld by the Company for payment of an exercise price of an award granted under the 2011 Plan or for tax withholding obligations with respect to an award granted under the 2011 Plan, or (C) any Shares issued pursuant to the 2011 Plan that, on or after the Registration Date, are forfeited to or repurchased by the Company due to failure to vest, with the maximum number of Shares to be added to the Plan pursuant to the foregoing clause (ii) equal to

14,957,531 Shares. In addition, Shares may become available for issuance under the Plan pursuant to Sections 3(b) and 3(c). The Shares may be authorized, but unissued, or reacquired Common Stock.

(b) Automatic Share Reserve Increase. Subject to the provisions of Section 14 of the Plan, the number of Shares available for issuance under the Plan will be increased on the first day of each Fiscal Year beginning with the 2025 Fiscal Year, in an amount equal to the least of (i) 5,400,000 Shares, (ii) 5% of the outstanding shares of all classes of the Company's common stock on the last day of the immediately preceding Fiscal Year, or (iii) such number of Shares determined by the Administrator no later than the last day of the immediately preceding Fiscal Year.

(c) Lapsed Awards. If an Award expires or becomes unexercisable without having been exercised in full, is surrendered pursuant to an Exchange Program, or, with respect to Restricted Stock, Restricted Stock Units, Performance Units or Performance Shares, is forfeited to or repurchased by the Company due to failure to vest, then the unpurchased Shares (or for Awards other than Options or Stock Appreciation Rights, the forfeited or repurchased Shares), which were subject thereto will become available for future grant or sale under the Plan (unless the Plan has terminated). With respect to Stock Appreciation Rights, only Shares actually issued (i.e., the net Shares issued) pursuant to a Stock Appreciation Right will cease to be available under the Plan; all remaining Shares under Stock Appreciation Rights will remain available for future grant or sale under the Plan (unless the Plan has terminated). Shares that actually have been issued under the Plan under any Award will not be returned to the Plan and will not become available for future distribution under the Plan; provided, however, that if Shares issued pursuant to Awards of Restricted Stock, Restricted Stock Units, Performance Shares or Performance Units are repurchased by the Company or are forfeited to the Company due to failure to vest, such Shares will become available for future grant under the Plan. Shares used to pay the exercise price or purchase price of an Award or to satisfy the tax withholding obligations related to an Award will become available for future grant or sale under the Plan. To the extent an Award under the Plan is paid out in cash rather than Shares, the cash payment will not result in reducing the number of Shares available for issuance under the Plan. Notwithstanding the foregoing and, subject to adjustment as provided in Section 14, the maximum number of Shares that may be issued upon the exercise of Incentive Stock Options will equal the aggregate Share number stated in Section 3(a), plus, to the extent allowable under Section 422 of the Code and the Treasury Regulations promulgated thereunder, any Shares that become available for issuance under the Plan pursuant to Sections 3(b) and 3(c).

(d) Share Reserve. The Company, at all times during the term of this Plan, will reserve and keep available such number of Shares as will be sufficient to satisfy the requirements of the Plan.

4. Administration of the Plan.

(a) Procedure.

(i) Multiple Administrative Bodies. Different Committees with respect to different groups of Service Providers may administer the Plan.

(ii) Rule 16b-3. To the extent desirable to qualify transactions hereunder as exempt under Rule 16b-3, the transactions contemplated hereunder will be structured to satisfy the requirements for exemption under Rule 16b-3.

(iii) Other Administration. Other than as provided above, the Plan will be administered by (A) the Board or (B) a Committee, which Committee will be constituted to comply with Applicable Laws.

(iv) Delegation of Authority for Day-to-Day Administration. Except to the extent prohibited by Applicable Law, the Administrator may delegate to one or more individuals the day-to-day administration of the Plan and any of the functions assigned to it in this Plan. Any such delegation may be revoked at any time.

(b) Powers of the Administrator. Subject to the provisions of the Plan, and in the case of a Committee, subject to the specific duties delegated by the Board to such Committee, the Administrator will have the authority, in its discretion, to:

(i) determine the Fair Market Value;

(ii) select the Service Providers to whom Awards may be granted hereunder;

(iii) determine the number of Shares or dollar amounts to be covered by each Award granted hereunder;

(iv) approve forms of Award Agreement for use under the Plan;

(v) determine the terms and conditions, not inconsistent with the terms of the Plan, of any Award granted hereunder. The terms and conditions include, but are not limited to, the exercise price, the time or times when Awards may be exercised (which may be based on performance criteria), any vesting acceleration or waiver of forfeiture restrictions, and any restriction or limitation regarding any Award or the Shares relating thereto, based in each case on such factors as the Administrator will determine;

(vi) institute and determine the terms and conditions of an Exchange Program;

(vii) prescribe, amend and rescind rules and regulations and adopt sub-plans relating to the Plan, including rules, regulations and sub-plans for the purposes of facilitating compliance with non U.S. laws, easing the administration of the Plan and/or taking

advantage of tax-favorable treatment for Awards granted to Service Providers outside the U.S., in each case as the Administrator may deem necessary or advisable;

(viii) construe and interpret the terms of the Plan and Awards granted under the Plan;

(ix) modify or amend each Award (subject to Section 19(c) of the Plan), including without limitation the discretionary authority to extend the post-termination exercisability period of Awards; provided, however, that in no event will the term of an Option or Stock Appreciation Right be extended beyond its original maximum term;

(x) allow Participants to satisfy tax withholding obligations in a manner prescribed in Section 15 of the Plan;

(xi) authorize any person to execute on behalf of the Company any instrument required to effect the grant of an Award previously granted by the Administrator;

(xii) temporarily suspend the exercisability of an Award if the Administrator deems such suspension to be necessary or appropriate for administrative purposes or to comply with Applicable Laws, provided that such suspension must be lifted prior to the expiration of the maximum term and post-service exercisability period of an Award, unless doing so would not comply with Applicable Laws;

(xiii) allow a Participant to defer the receipt of the payment of cash or the delivery of Shares that otherwise would be due to the Participant under an Award;

(xiv) determine whether Awards will be settled in Shares, cash or in any combination thereof;

(xv) impose such restrictions, conditions or limitations as it determines appropriate as to the timing and manner of any resales by a Participant or other subsequent transfers by the Participant of any Shares issued as a result of or under an Award, including without limitation, (A) restrictions under an insider trading policy, and (B) restrictions as to the use of a specified brokerage firm for such resales or other transfers; and

(xvi) make all determinations and take all actions deemed necessary or advisable for administering the Plan.

(c) Effect of Administrator's Decision. The Administrator's decisions, determinations and interpretations will be final and binding on all Participants and any other holders of Awards and will be given the maximum deference permitted by Applicable Laws.

5. Eligibility. Nonstatutory Stock Options, Stock Appreciation Rights, Restricted Stock, Restricted Stock Units, Performance Shares and Performance Units may be granted to Service Providers. Incentive Stock Options may be granted only to Employees.

6. Stock Options.

(a) Grant of Options. Subject to the terms and provisions of the Plan, the Administrator, at any time and from time to time, may grant Options to Service Providers in such amounts as the Administrator, in its sole discretion, will determine.

(b) Stock Option Agreement. Each Award of an Option will be evidenced by an Award Agreement that will specify the exercise price, the number of Shares subject to the Option, the exercise restrictions, if any, applicable to the Option, and such other terms and conditions as the Administrator, in its sole discretion, will determine.

(c) Limitations. Each Option will be designated in the Award Agreement as either an Incentive Stock Option or a Nonstatutory Stock Option. However, notwithstanding such designation, to the extent that the aggregate fair market value of the Shares with respect to which incentive stock options are exercisable for the first time by the Participant during any calendar year (under all plans of the Company and any Parent or Subsidiary of the Company) exceeds $100,000, such options will be treated as nonstatutory stock options. For purposes of this Section 6(c), incentive stock options will be taken into account in the order in which they were granted. The fair market value of the Shares will be determined as of the time the option with respect to such Shares is granted.

(d) Term of Option. The term of each Option will be stated in the Award Agreement. In the case of an Incentive Stock Option, the term will be 10 years from the date of grant or such shorter term as may be provided in the Award Agreement. Moreover, in the case of an Incentive Stock Option granted to a Participant who, at the time the Incentive Stock Option is granted, owns stock representing more than 10% of the total combined voting power of all classes of stock of the Company or any Parent or Subsidiary, the term of the Incentive Stock Option will be 5 years from the date of grant or such shorter term as may be provided in the Award Agreement.

(e) Option Exercise Price and Consideration.

(i) Exercise Price. The per share exercise price for the Shares to be issued pursuant to exercise of an Option will be determined by the Administrator, subject to the following:

(1) In the case of an Incentive Stock Option

(A) granted to an Employee who, at the time the Incentive Stock Option is granted, owns stock representing more than 10% of the voting power of all classes of stock of the Company or any Parent or Subsidiary, the per Share exercise price will be no less than 110% of the Fair Market Value per Share on the date of grant.

(B) granted to any Employee other than an Employee described in paragraph (A) immediately above, the per Share exercise price will be no less than 100% of the Fair Market Value per Share on the date of grant.

(2) In the case of a Nonstatutory Stock Option, the per Share exercise price will be no less than 100% of the Fair Market Value per Share on the date of grant.

(3) Notwithstanding the foregoing, Options may be granted with a per Share exercise price of less than 100% of the Fair Market Value per Share on the date of grant pursuant to a transaction described in, and in a manner consistent with, Section 424(a) of the Code.

(ii) Waiting Period and Exercise Dates. At the time an Option is granted, the Administrator will fix the period within which the Option may be exercised and will determine any conditions that must be satisfied before the Option may be exercised.

(iii) Form of Consideration. The Administrator will determine the acceptable form of consideration for exercising an Option, including the method of payment. In the case of an Incentive Stock Option, the Administrator will determine the acceptable form of consideration at the time of grant. Such consideration may consist entirely of, without limitation: (1) cash (including cash equivalents); (2) check; (3) promissory note, to the extent permitted by Applicable Laws; (4) other Shares, provided that such Shares have a Fair Market Value on the date of surrender equal to the aggregate exercise price of the Shares as to which such Option will be exercised and provided that accepting such Shares will not result in any adverse accounting consequences to the Company, as the Administrator determines in its sole discretion; (5) consideration received by the Company under a broker-assisted (or other) cashless exercise program (whether through a broker or otherwise) implemented by the Company in connection with the Plan; (6) reduction in the amount of any Company liability to the Participant; (7) net exercise; (8) such other consideration and method of payment for the issuance of Shares to the extent permitted by Applicable Laws; or (9) any combination of the foregoing methods of payment.

(f) Exercise of Option.

(i) Procedure for Exercise; Rights as a Stockholder. Any Option granted hereunder will be exercisable according to the terms of the Plan and at such times and under such conditions as determined by the Administrator and set forth in the Award Agreement. An Option may not be exercised for a fraction of a Share.

An Option will be deemed exercised when the Company receives: (i) a notice of exercise (in accordance with the procedures that the Administrator may specify from time to time) from the person entitled to exercise the Option, and (ii) full payment for the Shares with respect to which the Option is exercised (together with applicable tax withholdings). Full payment may consist of any consideration and method of payment authorized by the Administrator and permitted by the Award Agreement and the Plan. Shares issued upon exercise of an Option will be issued in the name of the Participant or, if requested by the Participant, in the name of the Participant and his or her spouse. Until the Shares are issued (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company), no right to vote or receive dividends or any other rights as a stockholder will exist with respect to the Shares subject to an Option, notwithstanding the exercise of the Option. The

Company will issue (or cause to be issued) such Shares promptly after the Option is exercised. No adjustment will be made for a dividend or other right for which the record date is prior to the date the Shares are issued, except as provided in Section 14 of the Plan.

Exercising an Option in any manner will decrease the number of Shares thereafter available, both for purposes of the Plan and for sale under the Option, by the number of Shares as to which the Option is exercised.

(ii) Cessation of Status as a Service Provider. If a Participant ceases to be a Service Provider, other than upon the cessation of the Participant's Service Provider status as the result of the Participant's death or Disability, the Participant may exercise his or her Option within such period of time as is specified in the Award Agreement to the extent that the Option is vested on the date of cessation of the Participant's Service Provider status (but in no event later than the expiration of the term of such Option as set forth in the Award Agreement). In the absence of a specified time in the Award Agreement, the Option will remain exercisable for 3 months following cessation of the Participant's Service Provider status. Unless otherwise provided by the Administrator, if on the date of cessation of the Participant's Service Provider status the Participant is not vested as to his or her entire Option, the Shares covered by the unvested portion of the Option will revert to the Plan. If, after cessation of the Participant's Service Provider status, the Participant does not exercise his or her Option within the time specified by the Administrator, the Option will terminate, and the Shares covered by such Option will revert to the Plan.

(iii) Disability of Participant. If a Participant ceases to be a Service Provider as a result of the Participant's Disability, the Participant may exercise his or her Option within such period of time as is specified in the Award Agreement to the extent the Option is vested on the date of cessation of the Participant's Service Provider status (but in no event later than the expiration of the term of such Option as set forth in the Award Agreement). In the absence of a specified time in the Award Agreement, the Option will remain exercisable for 12 months following cessation of the Participant's Service Provider status. Unless otherwise provided by the Administrator, if on the date of cessation of the Participant's Service Provider status the Participant is not vested as to his or her entire Option, the Shares covered by the unvested portion of the Option will revert to the Plan. If, after cessation of the Participant's Service Provider status, the Participant does not exercise his or her Option within the time specified herein, the Option will terminate, and the Shares covered by such Option will revert to the Plan.

(iv) Death of Participant. If a Participant dies while a Service Provider, the Option may be exercised following the Participant's death within such period of time as is specified in the Award Agreement to the extent that the Option is vested on the date of death (but in no event may the Option be exercised later than the expiration of the term of such Option as set forth in the Award Agreement), by the Participant's designated beneficiary, provided the Administrator has permitted the designation of a beneficiary and provided such beneficiary has been designated prior to the Participant's death in a form acceptable to the Administrator. If the Administrator has not permitted the designation of a beneficiary or if no such beneficiary has

been designated by the Participant, then such Option may be exercised by the personal representative of the Participant's estate or by the person(s) to whom the Option is transferred pursuant to the Participant's will or in accordance with the laws of descent and distribution. In the absence of a specified time in the Award Agreement, the Option will remain exercisable for 12 months following the Participant's death. Unless otherwise provided by the Administrator, if at the time of death, the Participant is not vested as to his or her entire Option, the Shares covered by the unvested portion of the Option will immediately revert to the Plan. If the Option is not so exercised within the time specified herein, the Option will terminate, and the Shares covered by such Option will revert to the Plan.

(v) Tolling Expiration. A Participant's Award Agreement may also provide that:

(1) if the exercise of the Option following the cessation of the Participant's status as a Service Provider (other than upon the Participant's death or Disability) would result in liability under Section 16(b), then the Option will terminate on the earlier of (A) the expiration of the term of the Option set forth in the Award Agreement, or (B) the 10th day after the last date on which such exercise would result in liability under Section 16(b); or

(2) if the exercise of the Option following the cessation of the Participant's status as a Service Provider (other than upon the Participant's death or Disability) would be prohibited at any time solely because the issuance of Shares would violate the registration requirements under the Securities Act, then the Option will terminate on the earlier of (A) the expiration of the term of the Option or (B) the expiration of a period of 30 days after the cessation of the Participant's status as a Service Provider during which the exercise of the Option would not be in violation of such registration requirements.

7. Restricted Stock.

(a) Grant of Restricted Stock. Subject to the terms and provisions of the Plan, the Administrator, at any time and from time to time, may grant Shares of Restricted Stock to Service Providers in such amounts as the Administrator, in its sole discretion, will determine.

(b) Restricted Stock Agreement. Each Award of Restricted Stock will be evidenced by an Award Agreement that will specify the Period of Restriction (if any), the number of Shares granted, and such other terms and conditions as the Administrator, in its sole discretion, will determine. Unless the Administrator determines otherwise, the Company as escrow agent will hold Shares of Restricted Stock until the restrictions on such Shares have lapsed.

(c) Transferability. Except as otherwise provided in this Section 7, by the Administrator, or under the Award Agreement, Shares of Restricted Stock may not be sold, transferred, pledged, assigned, or otherwise alienated or hypothecated until the end of any applicable Period of Restriction.

(d) Other Restrictions. The Administrator, in its sole discretion, may impose such other restrictions on Shares of Restricted Stock as it may deem advisable or appropriate. The Administrator may set restrictions based upon continued employment or service, the achievement of specific performance objectives (Company-wide, departmental, divisional, business unit, or individual), applicable federal or state securities laws, or any other basis determined by the Administrator in its discretion.

(e) Removal of Restrictions. Except as otherwise provided in this Section 7, Shares of Restricted Stock covered by each Restricted Stock grant made under the Plan will be released from escrow as soon as practicable after the last day of any applicable Period of Restriction or at such other time as the Administrator may determine. The Administrator, in its discretion, may accelerate the time at which any restrictions will lapse or be removed.

(f) Voting Rights. During any applicable Period of Restriction, Service Providers holding Shares of Restricted Stock granted hereunder may exercise full voting rights with respect to those Shares, unless the Administrator determines otherwise.

(g) Dividends and Other Distributions. During any applicable Period of Restriction, Service Providers holding Shares of Restricted Stock will be entitled to receive all dividends and other distributions paid with respect to such Shares, unless the Administrator provides otherwise. If any such dividends or distributions are paid in Shares, the Shares will be subject to the same restrictions on transferability and forfeitability as the Shares of Restricted Stock with respect to which they were paid.

(h) Return of Restricted Stock to Company. On the date set forth in the Award Agreement, the Restricted Stock for which restrictions have not lapsed will revert to the Company and again will become available for grant under the Plan.

8. Restricted Stock Units.

(a) Grant. Subject to the terms and provisions of the Plan, the Administrator may grant Restricted Stock Units to Service Providers in such amounts as the Administrator, in its sole discretion, will determine. Each Restricted Stock Unit grant will be evidenced by an Award Agreement that will specify such other terms and conditions as the Administrator, in its sole discretion, will determine, including all terms, conditions, and restrictions related to the grant and the number of Restricted Stock Units.

(b) Vesting Criteria and Other Terms. The Administrator will set vesting criteria (if any) in its discretion, which, depending on the extent to which the criteria are met, will determine the number of Restricted Stock Units that will be paid out to the Participant. The Administrator may set vesting criteria based upon continued employment or service, the achievement of specific performance objectives (Company-wide, departmental, divisional, business unit, or individual goals (including, but not limited to, continued employment or service)), applicable federal or state securities laws or any other basis determined by the Administrator in its discretion.

(c) Earning Restricted Stock Units. Upon meeting the applicable vesting criteria, the Participant will be entitled to receive a payout as determined by the Administrator. Notwithstanding the foregoing, at any time after the grant of Restricted Stock Units, the Administrator, in its sole discretion, may reduce or waive any vesting criteria that must be met to receive a payout.

(d) Form and Timing of Payment. Payment of earned Restricted Stock Units will be made as soon as practicable after the date(s) determined by the Administrator and set forth in the Award Agreement. The Administrator, in its sole discretion, may settle earned Restricted Stock Units only in cash, Shares, or a combination of both.

(e) Cancellation. On the date set forth in the Award Agreement, all unearned Restricted Stock Units will be forfeited to the Company.

9. Stock Appreciation Rights.

(a) Grant of Stock Appreciation Rights. Subject to the terms and provisions of the Plan, a Stock Appreciation Right may be granted to Service Providers at any time and from time to time as will be determined by the Administrator, in its sole discretion.

(b) Number of Shares. Subject to the terms and provisions of the Plan, the Administrator will have complete discretion to determine the number of Stock Appreciation Rights granted to any Service Provider.

(c) Exercise Price and Other Terms. The per share exercise price for the Shares to be issued pursuant to exercise of a Stock Appreciation Right will be determined by the Administrator and will be no less than 100% of the Fair Market Value per Share on the date of grant. Otherwise, the Administrator, subject to the provisions of the Plan, will have complete discretion to determine the terms and conditions of Stock Appreciation Rights granted under the Plan.

(d) Stock Appreciation Right Agreement. Each Stock Appreciation Right grant will be evidenced by an Award Agreement that will specify the exercise price, the term of the Stock Appreciation Right, the conditions of exercise, and such other terms and conditions as the Administrator, in its sole discretion, will determine.

(e) Expiration of Stock Appreciation Rights. A Stock Appreciation Right granted under the Plan will expire upon the date as determined by the Administrator, in its sole discretion, and set forth in the Award Agreement. Notwithstanding the foregoing, the rules of Section 6(f) relating to exercise also will apply to Stock Appreciation Rights.

(f) Payment of Stock Appreciation Right Amount. Upon exercise of a Stock Appreciation Right, a Participant will be entitled to receive payment from the Company in an amount determined as the product of:

(i) The difference between the Fair Market Value of a Share on the date of exercise over the exercise price; and

(ii) The number of Shares with respect to which the Stock Appreciation Right is exercised.

At the discretion of the Administrator, the payment upon exercise of a Stock Appreciation Right may be in cash, in Shares of equivalent value, or in some combination of both.

10. Performance Units and Performance Shares.

(a) Grant of Performance Units/Shares. Subject to the terms and provisions of the Plan, Performance Units and Performance Shares may be granted to Service Providers at any time and from time to time, as will be determined by the Administrator, in its sole discretion. Subject to the terms and provisions of the Plan, the Administrator will have complete discretion in determining the number of Performance Units and Performance Shares granted to each Participant.

(b) Value of Performance Units/Shares. Each Performance Unit will have an initial value that is established by the Administrator on or before the date of grant. Each Performance Share will have an initial value equal to the Fair Market Value of a Share on the date of grant.

(c) Performance Objectives and Other Terms. The Administrator will set performance objectives or other vesting provisions (including, without limitation, continued status as a Service Provider) (if any) in its discretion which, depending on the extent to which they are met, will determine the number or value of Performance Units/Shares that will be paid out to the Participant. The time period during which the performance objectives or other vesting provisions must be met will be called the "Performance Period." Each Award of Performance Units/Shares will be evidenced by an Award Agreement that will specify the Performance Period, and such other terms and conditions as the Administrator, in its sole discretion, will determine. The Administrator may set vesting criteria based upon continued employment or service, the achievement of specific performance objectives (Company-wide, departmental, divisional, business unit, or individual goals (including, but not limited to, continued employment or service)), applicable federal or state securities laws, or any other basis determined by the Administrator in its discretion.

(d) Earning of Performance Units/Shares. After the applicable Performance Period has ended, the holder of Performance Units/Shares will be entitled to receive a payout of the number of Performance Units/Shares earned by the Participant over the Performance Period, to be determined as a function of the extent to which the corresponding performance objectives

or other vesting provisions have been achieved. After the grant of a Performance Unit/Share, the Administrator, in its sole discretion, may reduce or waive any performance objectives or other vesting provisions for such Performance Unit/Share.

(e) Form and Timing of Payment of Performance Units/Shares. Payment of earned Performance Units/Shares will be made as soon as practicable after the expiration of the applicable Performance Period. The Administrator, in its sole discretion, may pay earned Performance Units/Shares in the form of cash, in Shares (which have an aggregate Fair Market Value equal to the value of the earned Performance Units/Shares at the close of the applicable Performance Period) or in a combination thereof.

(f) Cancellation of Performance Units/Shares. On the date set forth in the Award Agreement, all unearned or unvested Performance Units/Shares will be forfeited to the Company, and again will be available for grant under the Plan.

11. Outside Director Limitations. No Outside Director may be paid, issued or granted, in any Fiscal Year, cash compensation and equity awards (including any Awards issued under this Plan) with an aggregate value greater than $750,000, increased to $1,000,000 in the Fiscal Year of his or her initial service as an Outside Director (with the value of each equity award based on its grant date fair value (determined in accordance with U.S. generally accepted accounting principles)). Any cash compensation paid or Awards granted to an individual for his or her services as an Employee, or for his or her services as a Consultant (other than as an Outside Director), will not count for purposes of the limitation under this Section 11.

12. Leaves of Absence/Transfer Between Locations. Unless provided otherwise by the Administrator or under the applicable Award Agreement, vesting of each Award granted hereunder will be suspended during any unpaid leave of absence. A Participant will not cease to be an Employee in the case of (i) any leave of absence approved by the Company or (ii) transfers between locations of the Company or between the Company, its Parent, or any of its Subsidiaries. For purposes of Incentive Stock Options, no such leave may exceed 3 months, unless reemployment upon expiration of such leave is guaranteed by statute or contract. If reemployment upon expiration of a leave of absence approved by the Company is not so guaranteed, then 6 months following the first day of such leave any Incentive Stock Option held by the Participant will cease to be treated as an Incentive Stock Option and will be treated for tax purposes as a Nonstatutory Stock Option.

13. Transferability of Awards. Unless otherwise determined by the Administrator or provided under the applicable Award Agreement, an Award may not be sold, pledged, assigned, hypothecated, transferred, or disposed of in any manner other than by will or by the laws of descent and distribution, and may be exercised, during the lifetime of the Participant, only by the Participant. If the Administrator makes an Award transferable, such Award will contain such additional terms and conditions as the Administrator deems appropriate.

14. Adjustments; Dissolution or Liquidation; Merger or Change in Control.

(a) Adjustments. In the event that any dividend or other distribution (whether in the form of cash, Shares, other securities, or other property), recapitalization, stock split, reverse stock split, reorganization, merger, consolidation, split-up, spin-off, combination, reclassification, repurchase, or exchange of Shares or other securities of the Company, or other change in the corporate structure of the Company affecting the Shares occurs (other than any ordinary dividends or other ordinary distributions), the Administrator, in order to prevent diminution or enlargement of the benefits or potential benefits intended to be made available under the Plan, will adjust the number and class of shares of stock that may be delivered under the Plan and/or the number, class, and price of shares of stock covered by each outstanding Award, and the numerical Share limits in Section 3 of the Plan. Notwithstanding the preceding, the number of Shares subject to any Award always will be a whole number.

(b) Dissolution or Liquidation. In the event of a proposed dissolution or liquidation of the Company, the Administrator will notify each Participant as soon as practicable prior to the effective date of such proposed transaction. To the extent it has not been previously exercised (with respect to an Option or a Stock Appreciation Right) or vested (with respect to an Award other than an Option or a Stock Appreciation Right), an Award will terminate immediately prior to the consummation of such proposed action.

(c) Merger or Change in Control. In the event of a merger of the Company with or into another corporation or other entity or a Change in Control, each outstanding Award will be treated as the Administrator determines (subject to the provisions of the following paragraph) without a Participant's consent, including, without limitation, that (i) Awards will be assumed, or substantially equivalent awards will be substituted, by the acquiring or succeeding corporation (or an affiliate thereof) with appropriate adjustments as to the number and kind of shares and prices; (ii) upon written notice to a Participant, that the Participant's Awards will terminate upon or immediately prior to the consummation of such merger or Change in Control; (iii) outstanding Awards will vest and become exercisable, realizable, or payable, or restrictions applicable to an Award will lapse, in whole or in part prior to or upon consummation of such merger or Change in Control, and, to the extent the Administrator determines, terminate upon or immediately prior to the effectiveness of such merger or Change in Control; (iv) (A) the termination of an Award in exchange for an amount of cash and/or property, if any, equal to the amount that would have been attained upon the exercise of such Award or realization of the Participant's rights as of the date of the occurrence of the transaction (and, for the avoidance of doubt, if as of the date of the occurrence of the transaction the Administrator determines in good faith that no amount would have been attained upon the exercise of such Award or realization of the Participant's rights, then such Award may be terminated by the Company without payment), or (B) the replacement of such Award with other rights or property selected by the Administrator in its sole discretion; or (v) any combination of the foregoing. In taking any of the actions permitted under this Section 14(c), the Administrator will not be obligated to treat all Participants, all Awards, all Awards held by a Participant, all Awards of the same type, or all portions of Awards, similarly in the transaction.

In the event that the successor corporation does not assume or substitute for the Award (or portion thereof), the Participant will fully vest in and have the right to exercise the Participant's outstanding Option and Stock Appreciation Right (or portion thereof) that is not assumed or substituted for, including Shares as to which such Award would not otherwise be vested or exercisable, all restrictions on Restricted Stock, Restricted Stock Units, Performance Shares and Performance Units (or portions thereof) not assumed or substituted for will lapse, and, with respect to such Awards with performance-based vesting (or portions thereof) not assumed or substituted for, all performance goals or other vesting criteria will be deemed achieved at 100% of target levels and all other terms and conditions met, in each case, unless specifically provided otherwise by the Administrator or under the applicable Award Agreement or other written agreement authorized by the Administrator between the Participant and the Company or any of its Subsidiaries or Parents, as applicable. In addition, unless specifically provided otherwise by the Administrator or under the applicable Award Agreement or other written agreement authorized by the Administrator between the Participant and the Company or any of its Subsidiaries or Parents, as applicable, if an Option or Stock Appreciation Right (or portion thereof) is not assumed or substituted for in the event of a merger or Change in Control, the Administrator will notify the Participant in writing or electronically that such Option or Stock Appreciation Right (or its applicable portion) will be exercisable for a period of time determined by the Administrator in its sole discretion, and the Option or Stock Appreciation Right (or its applicable portion) will terminate upon the expiration of such period.

For the purposes of this subsection (c), an Award will be considered assumed if, following the merger or Change in Control, the Award confers the right to purchase or receive, for each Share subject to the Award immediately prior to the merger or Change in Control, the consideration (whether stock, cash, or other securities or property) received in the merger or Change in Control by holders of Common Stock for each Share held on the effective date of the transaction (and if holders were offered a choice of consideration, the type of consideration chosen by the holders of a majority of the outstanding Shares); provided, however, that if such consideration received in the merger or Change in Control is not solely common stock of the successor corporation or its Parent, the Administrator may, with the consent of the successor corporation, provide for the consideration to be received upon the exercise of an Option or Stock Appreciation Right or upon the payout of a Restricted Stock Unit, Performance Unit or Performance Share, for each Share subject to such Award, to be solely common stock of the successor corporation or its Parent equal in fair market value to the per share consideration received by holders of Common Stock in the merger or Change in Control. For the avoidance of doubt, the Administrator may determine that, for purposes of this subsection (c), the Company is the successor corporation with respect to some or all Awards.

Notwithstanding anything in this subsection (c) to the contrary, and unless otherwise provided by the Administrator or under an Award Agreement or other written agreement authorized by the Administrator between the Participant and the Company or any of its Subsidiaries or Parents, as applicable, an Award that vests, is earned or paid-out upon the satisfaction of one or more performance goals will not be considered assumed if the Company or its successor modifies any of such performance goals without the Participant's consent; provided, however, a modification to such performance goals only to reflect the successor corporation's

post-Change in Control corporate structure will not be deemed to invalidate an otherwise valid Award assumption.

Notwithstanding anything in this subsection (c) to the contrary, if a payment under an Award Agreement is subject to Section 409A and if the change in control definition contained in the Award Agreement or other written agreement related to the Award does not comply with the definition of "change in control" for purposes of a distribution under Section 409A, then any payment of an amount that otherwise is accelerated under this Section will be delayed until the earliest time that such payment would be permissible under Section 409A without triggering any penalties applicable under Section 409A.

(d) Outside Director Awards. With respect to Awards granted to an Outside Director while such individual was an Outside Director, in the event of a Change in Control, the Outside Director will fully vest in and have the right to exercise Options and/or Stock Appreciation Rights as to all of the Shares underlying such Award, including those Shares which would not otherwise be vested or exercisable, all restrictions on Restricted Stock and Restricted Stock Units will lapse, and, with respect to Awards with performance-based vesting, all performance goals or other vesting criteria will be deemed achieved at 100% of target levels and all other terms and conditions met, in each case, unless specifically provided otherwise by the Administrator or under the applicable Award Agreement or other written agreement authorized by the Administrator between the Outside Director and the Company or any of its Subsidiaries or Parents, as applicable.

15. Tax.

(a) Withholding Requirements. Prior to the delivery of any Shares or cash pursuant to an Award (or exercise thereof) or such earlier time as any tax withholding obligations are due, the Company (or any of its Subsidiaries, Parents or affiliates employing or retaining the services of a Participant, as applicable) will have the power and the right to deduct or withhold, or require a Participant to remit to the Company (or any of its Subsidiaries, Parents or affiliates, as applicable), an amount sufficient to satisfy U.S. federal, state, and local, non-U.S., and other taxes (including the Participant's FICA obligation) required to be withheld with respect to such Award (or exercise thereof).

(b) Withholding Arrangements. The Administrator, in its sole discretion and pursuant to such procedures as it may specify from time to time, may permit a Participant to satisfy such tax withholding obligation, in whole or in part by (without limitation) (i) paying cash, check or other cash equivalents; (ii) electing to have the Company withhold otherwise deliverable cash or Shares having a fair market value equal to the minimum statutory amount required to be withheld or such greater amount as the Administrator may determine if such amount would not have adverse accounting consequences, as the Administrator determines in its sole discretion; (iii) delivering to the Company already-owned Shares having a fair market value equal to the statutory amount required to be withheld or such greater amount as the Administrator may determine, in each case, provided the delivery of such Shares will not result in any adverse accounting consequences, as the Administrator determines in its sole discretion; (iv) selling a sufficient number of Shares otherwise deliverable to the Participant through such

means as the Administrator may determine in its sole discretion (whether through a broker or otherwise) equal to the amount required to be withheld or such greater amount as the Administrator may determine, in each case, provided the delivery of such Shares will not result in any adverse accounting consequences, as the Administrator determines in its sole discretion; (v) such other consideration and method of payment for the meeting of tax withholding obligations as the Administrator may determine to the extent permitted by Applicable Laws; or (vi) any combination of the foregoing methods of payment. The withholding amount will be deemed to include any amount which the Administrator agrees may be withheld at the time the election is made, not to exceed the amount determined by using the maximum federal, state or local marginal income tax rates applicable to the Participant with respect to the Award on the date that the amount of tax to be withheld is to be determined or such greater amount as the Administrator may determine if such amount would not have adverse accounting consequences, as the Administrator determines in its sole discretion. The fair market value of the Shares to be withheld or delivered will be determined as of the date that the taxes are required to be withheld.

(c) Compliance With Section 409A. Awards will be designed and operated in such a manner that they are either exempt from the application of, or comply with, the requirements of Section 409A such that the grant, payment, settlement or deferral will not be subject to the additional tax or interest applicable under Section 409A, except as otherwise determined in the sole discretion of the Administrator. Unless provided otherwise under the applicable Award Agreement, each payment or benefit under this Plan and under each Award Agreement is intended to constitute a separate payment for purposes of Section 1.409A-2(b)(2) of the Treasury Regulations. The Plan, each Award and each Award Agreement under the Plan is intended to be exempt from or otherwise meet the requirements of Section 409A and will be construed and interpreted including but not limited with respect to ambiguities and/or ambiguous terms, in accordance with such intent, in accordance with such intent, except as otherwise specifically determined in the sole discretion of the Administrator. To the extent that an Award or payment, or the settlement or deferral thereof, is subject to Section 409A, the Award will be granted, paid, settled or deferred in a manner that will meet the requirements of Section 409A, such that the grant, payment, settlement or deferral will not be subject to the additional tax or interest applicable under Section 409A. In no event will the Company or any of its Subsidiaries or Parents have any responsibility, obligation or liability under the terms of this Plan to reimburse, indemnify, or hold harmless any Participant or any other person in respect of Awards, for any taxes, interest or penalties imposed, or other costs incurred, as a result of Section 409A.

16. No Effect on Employment or Service. Neither the Plan nor any Award will confer upon a Participant any right with respect to continuing the Participant's relationship as a Service Provider, nor will they interfere in any way with the Participant's right or the right of the Company and its Parents or Subsidiaries, as applicable, to terminate such relationship at any time, with or without cause, to the extent permitted by Applicable Laws.

17. Date of Grant. The date of grant of an Award will be, for all purposes, the date on which the Administrator makes the determination granting such Award, or such other later date as is determined by the Administrator. Notice of the determination will be provided to each Participant within a reasonable time after the date of such grant.

18. Term of Plan. Subject to Section 22 of the Plan, the Plan will become effective upon the later to occur of (i) its adoption by the Board or (ii) the business day immediately prior to the Registration Date. It will continue in effect until terminated under Section 19, but no Incentive Stock Options may be granted after 10 years from the date adopted by the Board and Section 3(b) will operate only until the 10th anniversary of the date the Plan is adopted by the Board.

19. Amendment and Termination of the Plan.

(a) Amendment and Termination. The Administrator, at any time, may amend, alter, suspend or terminate the Plan.

(b) Stockholder Approval. The Company will obtain stockholder approval of any Plan amendment to the extent necessary and desirable to comply with Applicable Laws.

(c) Effect of Amendment or Termination. No amendment, alteration, suspension or termination of the Plan will materially impair the rights of any Participant, unless mutually agreed otherwise between the Participant and the Administrator, which agreement must be in writing and signed by the Participant and the Company. Termination of the Plan will not affect the Administrator's ability to exercise the powers granted to it hereunder with respect to Awards granted under the Plan prior to the date of such termination.

20. Conditions Upon Issuance of Shares.

(a) Legal Compliance. Shares will not be issued pursuant to the exercise or vesting of an Award unless the exercise or vesting of such Award and the issuance and delivery of such Shares will comply with Applicable Laws and will be further subject to the approval of counsel for the Company with respect to such compliance.

(b) Investment Representations. As a condition to the exercise or vesting of an Award, the Company may require the person exercising or vesting in such Award to represent and warrant at the time of any such exercise or vesting that the Shares are being acquired only for investment and without any present intention to sell or distribute such Shares if, in the opinion of counsel for the Company, such a representation is required.

21. Inability to Obtain Authority. If the Company determines it to be impossible or impractical to obtain authority from any regulatory body having jurisdiction or to complete or comply with the requirements of any registration or other qualification of the Shares under any U.S. state or federal law or non-U.S. law or under the rules and regulations of the U.S. Securities and Exchange Commission, the stock exchange on which Shares of the same class are then listed, or any other governmental or regulatory body, which authority, registration, qualification or rule compliance is deemed by the Company's counsel to be necessary or advisable for the issuance and sale of any Shares hereunder, the Company will be relieved of any liability in respect of the failure to issue or sell such Shares as to which such requisite authority, registration, qualification or rule compliance will not have been obtained.

22. Stockholder Approval. The Plan will be subject to approval by the stockholders of the Company within 12 months after the date the Plan is adopted by the Board. Such stockholder approval will be obtained in the manner and to the degree required under Applicable Laws.

23. Forfeiture Events. The Administrator may specify in an Award Agreement that the Participant's rights, payments, and benefits with respect to an Award will be subject to the reduction, cancellation, forfeiture, recoupment, reimbursement, or reacquisition upon the occurrence of certain specified events, in addition to any otherwise applicable vesting or performance conditions of an Award. Notwithstanding any provisions to the contrary under this Plan, each Award granted under the Plan will be subject to reduction, cancellation, forfeiture, recoupment, reimbursement, or reacquisition under the Company's clawback policy in effect as of the date such Award is granted or any other clawback policy of the Company as may be established and/or amended from time to time to comply with Applicable Laws (including, without limitation, pursuant to the listing standards of any national securities exchange or association on which the Company's securities are listed or as is otherwise required by the Dodd-Frank Wall Street Reform and Consumer Protection Act or other Applicable Laws) (in each case, a "Clawback Policy"). The Administrator may require a Participant to forfeit, return to the Company, or reimburse the Company for all or a portion of the Award and any amounts paid thereunder pursuant to the terms of any applicable Clawback Policy or as necessary or appropriate to comply with Applicable Laws. Unless this Section 23 specifically is mentioned and waived in an Award Agreement or other document, no recovery of compensation under a Clawback Policy or otherwise will constitute an event that triggers or contributes to any right of a Participant to resign for "good reason" or "constructive termination" (or similar term) under any agreement with the Company or any Parent or Subsidiary of the Company.

IBOTTA, INC.

2024 EQUITY INCENTIVE PLAN

RESTRICTED STOCK UNIT AGREEMENT

NOTICE OF RESTRICTED STOCK UNIT GRANT

Unless otherwise defined herein, the terms defined in the Ibotta, Inc. 2024 Equity Incentive Plan (the "**Plan**") will have the same defined meanings in this Restricted Stock Unit Agreement which includes the Notice of Restricted Stock Unit Grant (the "**Notice of Grant**"), the Terms and Conditions of Restricted Stock Unit Grant, attached hereto as Exhibit A, and all other exhibits, appendices, and addenda attached hereto (the "**Award Agreement**").

Participant Name:

Address:

The undersigned Participant has been granted an Award of Restricted Stock Units, subject to the terms and conditions of the Plan and this Award Agreement, as follows:

Grant Number: _____

Date of Grant: _____

Vesting Commencement Date: _____

Total Number of Restricted Stock Units: _____

Vesting Schedule:

For purposes of this Award Agreement, a "Quarterly Vesting Date" is the first trading day on or after each of March 1, June 1, September 1, and December 1.

Subject to any acceleration provisions contained in the Plan, this Award Agreement or any other written agreement authorized by the Administrator between Participant and the Company (or any Parent or Subsidiary of the Company, as applicable) governing the terms of this Award, the Restricted Stock Units will be scheduled to vest according to the following vesting schedule:

[*Insert Vesting Schedule*]

By Participant's signature and the signature of the representative of the Company below, Participant and the Company agree that this Award of Restricted Stock Units is granted under and governed by the terms and conditions of the Plan and this Award Agreement, including the Terms and Conditions of Restricted Stock Unit Grant, attached hereto as Exhibit A, and all other exhibits, appendices, and addenda attached hereto, all of which are made a part of this document.

Participant acknowledges receipt of a copy of the Plan. Participant has reviewed the Plan and this Award Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Award Agreement and fully understands all provisions of the Plan and this Award Agreement. Participant hereby agrees to accept as binding, conclusive, and final all decisions or interpretations of the Administrator upon any questions relating to the Plan or this Award Agreement. Participant further agrees to notify the Company upon any change in Participant's residence address indicated below.

PARTICIPANT	IBOTTA, INC.
Signature	Signature
Print Name	Print Name
	Title

Residence Address:

EXHIBIT A

IBOTTA, INC.

2024 EQUITY INCENTIVE PLAN

RESTRICTED STOCK UNIT AGREEMENT

TERMS AND CONDITIONS OF RESTRICTED STOCK UNIT GRANT

1. **Grant of Restricted Stock Units**. The Company hereby grants to the individual ("**Participant**") named in the Notice of Restricted Stock Unit Grant of this Award Agreement (the "**Notice of Grant**") under the Plan an Award of Restricted Stock Units, and subject to the terms and conditions of this Award Agreement and the Plan, which is incorporated herein by reference. Subject to Section 19 of the Plan, in the event of a conflict between the terms and conditions of the Plan and this Award Agreement, the terms and conditions of the Plan shall prevail.

2. **Company's Obligation to Pay**. Each Restricted Stock Unit represents the right to receive a Share on the date it vests. Unless and until the Restricted Stock Units will have vested in the manner set forth in Section 3 or 4, Participant will have no right to payment of any such Restricted Stock Units. Prior to actual payment of any vested Restricted Stock Units, such Restricted Stock Unit will represent an unsecured obligation of the Company, payable (if at all) only from the general assets of the Company.

3. **Vesting Schedule**. Except as provided in Section 4, and subject to Section 5, the Restricted Stock Units awarded by this Award Agreement will vest in accordance with the vesting provisions set forth in the Notice of Grant. Unless specifically provided otherwise in this Award Agreement or other written agreement authorized by the Administrator between Participant and the Company or any Parent or Subsidiary of the Company, as applicable, governing the terms of this Award, Restricted Stock Units scheduled to vest on a certain date or upon the occurrence of a certain condition will not vest in accordance with any of the provisions of this Award Agreement, unless Participant will have been continuously a Service Provider from the Date of Grant until the date such vesting occurs.

4. **Payment after Vesting**.

(a) **General Rule**. Subject to Section 7, any Restricted Stock Units that vest will be paid to Participant (or in the event of Participant's death, to Participant's properly designated beneficiary or estate) in whole Shares. Subject to the provisions of Section 4(c), such vested Restricted Stock Units shall be paid in whole Shares as soon as practicable after vesting, but in each such case within sixty (60) days following the vesting date. In no event will Participant be permitted, directly or indirectly, to specify the taxable year of payment of any Restricted Stock Units payable under this Award Agreement.

(b) **Administrator Discretion**. The Administrator, in its discretion, may accelerate the vesting of the balance, or some lesser portion of the balance, of the unvested Restricted Stock Units at any time, subject to the terms of the Plan. If so accelerated, such Restricted Stock Units will be considered as having vested as of the date specified by the Administrator.

(c) **Section 409A**.

(i) If Participant is a U.S. taxpayer, the payment of Shares vesting pursuant to this Award Agreement (including any discretionary acceleration under Section 4(b)) shall in all cases be paid at a time or in a manner that is exempt from, or complies with, Section 409A. The prior sentence may be superseded in a future agreement or amendment to this Award Agreement only by direct and specific reference to such sentence.

(ii) Notwithstanding anything in the Plan or this Award Agreement or any other agreement (whether entered into before, on or after the Date of Grant), if the vesting of the balance, or some lesser portion of the balance, of the Restricted Stock Units is accelerated in connection with the termination of Participant's status as a Service Provider (provided that such termination is a "separation from service" within the meaning of Section 409A, as determined by the Administrator), other than due to Participant's death, and if (x) Participant is a U.S. taxpayer and a "specified employee" within the meaning of Section 409A at the time of such termination as a Service Provider and (y) the payment of such accelerated Restricted Stock Units will result in the imposition of additional tax under Section 409A if paid to Participant on or within the six (6) month period following the cessation of Participant's status as a Service Provider, then the payment of such accelerated Restricted Stock Units will not be made until the date six (6) months and one (1) day following the date of cessation of Participant's status as a Service Provider, unless Participant dies following Participant's termination as a Service Provider, in which case, the Restricted Stock Units will be paid in Shares to Participant's estate as soon as practicable following Participant's death.

(iii) It is the intent of this Award Agreement that it and all payments and benefits to U.S. taxpayers hereunder be exempt from, or comply with, the requirements of Section 409A so that none of the Restricted Stock Units provided under this Award Agreement or Shares issuable thereunder will be subject to the additional tax imposed under Section 409A, and any ambiguities or ambiguous terms herein will be interpreted to be so exempt or so comply. Each payment payable under this Award Agreement is intended to constitute a separate payment for purposes of Treasury Regulations Section 1.409A-2(b)(2). To the extent necessary to comply with Section 409A, references to termination of Participant's status as a Service Provider, termination of employment, or similar phrases will be references to Participant's "separation from service" within the meaning of Section 409A. In no event will the Company or any Parent or Subsidiary of the Company have any responsibility, liability, or obligation to reimburse, indemnify, or hold harmless Participant (or any other person) for any taxes, penalties and interest that may be imposed, or other costs that may be incurred, as a result of Section 409A.

5. **Forfeiture Upon Termination as a Service Provider**. Unless specifically provided otherwise in this Award Agreement or other written agreement authorized by the

Administrator between Participant and the Company or any of its Subsidiaries or Parents, as applicable, governing the terms of this Award, if Participant ceases to be a Service Provider for any or no reason, the then-unvested Restricted Stock Units awarded by this Award Agreement will thereupon be forfeited at no cost to the Company upon the date of such cessation and Participant will have no further rights thereunder.

6. **Death of Participant**. Any distribution or delivery to be made to Participant under this Award Agreement, if Participant is then deceased, will be made to Participant's designated beneficiary, or if no beneficiary survives Participant, the administrator or executor of Participant's estate. Any such transferee must furnish the Company with (a) written notice of such transferee's status as transferee, and (b) evidence satisfactory to the Company to establish the validity of the transfer and compliance with any laws or regulations pertaining to said transfer.

7. **Tax Obligations**

(a) **Responsibility for Taxes**. Participant acknowledges that, regardless of any action taken by the Company or, if different, Participant's employer or any Parent or Subsidiary of the Company to which Participant is providing services (together, the "**Service Recipients**"), the ultimate liability for any tax and/or social insurance liability obligations and requirements in connection with the Restricted Stock Units, including, without limitation, (i) all federal, state, and local taxes (including Participant's Federal Insurance Contributions Act (FICA) obligations) that are required to be withheld by any Service Recipient or other payment of tax-related items related to Participant's participation in the Plan and legally applicable to Participant, (ii) Participant's and, to the extent required by any Service Recipient, the Service Recipient's fringe benefit tax liability, if any, associated with the grant, vesting, or settlement of the Restricted Stock Units or sale of Shares, and (iii) any other Service Recipient taxes the responsibility for which Participant has, or has agreed to bear, with respect to the Restricted Stock Units (or settlement thereof or issuance of Shares thereunder) (collectively, the "**Tax Obligations**"), is and remains Participant's sole responsibility and may exceed the amount actually withheld by the applicable Service Recipient(s). Participant further acknowledges that no Service Recipient (A) makes any representations or undertakings regarding the treatment of any Tax Obligations in connection with any aspect of the Restricted Stock Units, including, but not limited to, the grant, vesting, or settlement of the Restricted Stock Units, the subsequent sale of Shares acquired pursuant to such settlement and the receipt of any dividends or other distributions, and (B) makes any commitment to and is under any obligation to structure the terms of the grant or any aspect of the Restricted Stock Units to reduce or eliminate Participant's liability for Tax Obligations or achieve any particular tax result. Further, if Participant is subject to Tax Obligations in more than one jurisdiction between the Date of Grant and the date of any relevant taxable or tax withholding event, as applicable, Participant acknowledges that the applicable Service Recipient(s) (or former employer, as applicable) may be required to withhold or account for Withholding Obligations (as defined below) in more than one jurisdiction.

(b) **Tax Withholding**. Pursuant to such procedures as the Administrator may specify from time to time, the applicable Service Recipient(s) will withhold the amount required

to be withheld for the payment of Tax Obligations (the "**Withholding Obligations**"). The Administrator, in its sole discretion and pursuant to such procedures as it may specify from time to time, may permit or require Participant to satisfy such Withholding Obligations, in whole or in part (without limitation), if permissible by applicable local law, by: (i) paying cash, (ii) having the Company withhold otherwise deliverable Shares having a fair market value equal to the minimum amount that is necessary to meet the withholding requirement for such Withholding Obligations (or such greater amount as Participant may elect if permitted by the Administrator, if such greater amount would not result in adverse financial accounting consequences) ("**Net Share Withholding**"), (iii) withholding the amount of such Withholding Obligations from Participant's wages or other cash compensation paid to Participant by the applicable Service Recipient(s), (iv) delivering to the Company Shares that Participant owns and that already have vested with a fair market value equal to the minimum amount that is necessary to meet the withholding requirement for such Withholding Obligations (or such greater amount as Participant may elect if permitted by the Administrator, if such greater amount would not result in adverse financial accounting consequences), (v) selling a sufficient number of such Shares otherwise deliverable to Participant, through such means as the Company may determine in its sole discretion (whether through a broker or otherwise) equal to the minimum amount that is necessary to meet the withholding requirement for such Withholding Obligations (or such greater amount as Participant may elect if permitted by the Administrator, if such greater amount would not result in adverse financial accounting consequences) ("**Sell to Cover**"), or (vi) such other means as the Administrator deems appropriate. If the Withholding Obligations are satisfied by withholding in Shares, for tax purposes, Participant is deemed to have been issued the full number of Shares subject to the vested Restricted Stock Units, notwithstanding that a number of the Shares are held back solely for the purpose of paying the Withholding Obligations. To the extent determined appropriate by the Administrator in its discretion, the Administrator will have the right (but not the obligation) to satisfy any Withholding Obligations by Net Share Withholding. If Net Share Withholding is the method by which such Withholding Obligations are satisfied, the Company will not withhold on a fractional Share basis to satisfy any portion of the Withholding Obligations and, unless the Company determines otherwise, no refund will be made to Participant for the value of the portion of a Share, if any, withheld in excess of the Withholding Obligations. If a Sell to Cover is the method by which Withholding Obligations are satisfied, Participant agrees that as part of the Sell to Cover, additional Shares may be sold to satisfy any associated broker or other fees. Only whole Shares will be sold pursuant to a Sell to Cover. Any proceeds from the sale of Shares pursuant to a Sell to Cover that are in excess of the Withholding Obligations and any associated broker or other fees will be paid to Participant in accordance with procedures the Company may specify from time to time.

(c) **Tax Consequences**. Participant has reviewed with Participant's own tax advisers the U.S. federal, state, local, and non-U.S. tax consequences of this investment and the transactions contemplated by this Award Agreement. With respect to such matters, Participant relies solely on such advisers and not on any statements or representations of the Company or any of its agents, written or oral. Participant understands that Participant (and not the Company) shall be responsible for Participant's own tax liability that may arise as a result of this investment or the transactions contemplated by this Award Agreement.

(d) **Company's Obligation to Deliver Shares**. For clarification purposes, in no event will the Company issue Participant any Shares unless and until arrangements satisfactory to the Administrator have been made for the payment of Participant's Withholding Obligations. If Participant fails to make satisfactory arrangements for the payment of such Withholding Obligations hereunder at the time any applicable Restricted Stock Units otherwise are scheduled to vest pursuant to Sections 3 or 4 or Participant's Withholding Obligations otherwise become due, Participant permanently will forfeit such Restricted Stock Units to which Participant's Withholding Obligation relates and any right to receive Shares thereunder and such Restricted Stock Units will be returned to the Company at no cost to the Company. Participant acknowledges and agrees that the Company may permanently refuse to issue or deliver the Shares if such Withholding Obligations are not delivered at the time they are due.

8. **Rights as Stockholder**. Neither Participant nor any person claiming under or through Participant will have any of the rights or privileges of a stockholder of the Company in respect of any Shares deliverable hereunder unless and until certificates representing such Shares (which may be in book entry form) will have been issued, recorded on the records of the Company, or its transfer agents or registrars, and delivered to Participant (including through electronic delivery to a brokerage account). After such issuance, recordation and delivery, Participant will have all the rights of a stockholder of the Company with respect to voting such Shares and receipt of dividends and distributions on such Shares.

9. **No Guarantee of Continued Service**. PARTICIPANT ACKNOWLEDGES AND AGREES THAT THE VESTING OF THE RESTRICTED STOCK UNITS PURSUANT TO THE VESTING SCHEDULE HEREOF IS EARNED ONLY BY CONTINUING AS A SERVICE PROVIDER, WHICH UNLESS PROVIDED OTHERWISE UNDER APPLICABLE LAWS IS AT THE WILL OF THE APPLICABLE SERVICE RECIPIENT AND NOT THROUGH THE ACT OF BEING HIRED, BEING GRANTED THIS RESTRICTED STOCK UNIT AWARD, OR ACQUIRING SHARES HEREUNDER. PARTICIPANT FURTHER ACKNOWLEDGES AND AGREES THAT THIS AWARD AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREUNDER, AND THE VESTING SCHEDULE SET FORTH HEREIN DO NOT CONSTITUTE AN EXPRESS OR IMPLIED PROMISE OF CONTINUED ENGAGEMENT AS A SERVICE PROVIDER FOR THE VESTING PERIOD, FOR ANY PERIOD, OR AT ALL, AND SHALL NOT INTERFERE IN ANY WAY WITH PARTICIPANT'S RIGHT OR THE RIGHT OF ANY SERVICE RECIPIENT TO TERMINATE PARTICIPANT'S RELATIONSHIP AS A SERVICE PROVIDER, SUBJECT TO APPLICABLE LAW, WHICH TERMINATION, UNLESS PROVIDED OTHERWISE UNDER APPLICABLE LAW, MAY BE AT ANY TIME, WITH OR WITHOUT CAUSE.

10. **Grant is Not Transferable**. Except to the limited extent provided in Section 6, this Award and the rights and privileges conferred hereby will not be transferred, assigned, pledged, or hypothecated in any way (whether by operation of law or otherwise) and will not be subject to sale under execution, attachment, or similar process. Upon any attempt to transfer, assign, pledge, hypothecate, or otherwise dispose of this Award, or any right or privilege conferred hereby, or upon any attempted sale under any execution, attachment, or similar

process, this Award and the rights and privileges conferred hereby immediately will become null and void.

11. **Nature of Grant**. In accepting this Award of Restricted Stock Units, Participant acknowledges, understands, and agrees that:

(a) the grant of the Restricted Stock Units is voluntary and occasional and does not create any contractual or other right to receive future grants of Restricted Stock Units, or benefits in lieu of Restricted Stock Units, even if Restricted Stock Units have been granted in the past;

(b) all decisions with respect to future Restricted Stock Units or other grants, if any, will be at the sole discretion of the Administrator;

(c) Participant is voluntarily participating in the Plan;

(d) the Restricted Stock Units and the Shares subject to the Restricted Stock Units are not intended to replace any pension rights or compensation;

(e) the Restricted Stock Units and the Shares subject to the Restricted Stock Units, and the income and value of same, are not part of normal or expected compensation for purposes of calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, long-service awards, pension or retirement or welfare benefits or similar payments;

(f) the future value of the Shares underlying the Restricted Stock Units is unknown, indeterminable, and cannot be predicted;

(g) for purposes of the Restricted Stock Units, Participant's status as a Service Provider will be considered terminated as of the date Participant is no longer actively providing services to the Company or any Parent or Subsidiary (regardless of the reason for such termination and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where Participant is a Service Provider or the terms of Participant's employment or service agreement, if any), and unless otherwise expressly provided in this Award Agreement (including by reference in the Notice of Grant to other arrangements or contracts) or determined by the Administrator, Participant's right to vest in the Restricted Stock Units under the Plan, if any, will terminate as of such date and will not be extended by any notice period (*e.g.*, Participant's period of service would not include any contractual notice period or any period of "**garden leave**" or similar period mandated under employment laws in the jurisdiction where Participant is a Service Provider or the terms of Participant's employment or service agreement, if any, unless Participant is providing bona fide services during such time); the Administrator shall have the exclusive discretion to determine when Participant is no longer actively providing services for purposes of this Award of Restricted Stock Units (including whether Participant may still be considered to be providing services while on a leave of absence and consistent with local law); and

(h) unless otherwise provided in the Plan or by the Administrator in its discretion, the Restricted Stock Units and the benefits evidenced by this Award Agreement do not create any entitlement to have the Restricted Stock Units or any such benefits transferred to, or assumed by, another company nor be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the Shares.

12. **No Advice Regarding Grant**. The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding Participant's participation in the Plan, or Participant's acquisition or sale of the Shares underlying the Restricted Stock Units. Participant is hereby advised to consult with Participant's own personal tax, legal, and financial advisers regarding Participant's participation in the Plan before taking any action related to the Plan.

13. **Address for Notices**. Any notice to be given to the Company under the terms of this Award Agreement will be addressed to the Company at Ibotta, Inc., 1801 California Street #400, Denver, CO 80202, or at such other address as the Company may hereafter designate in writing.

14. **Successors and Assigns**. The Company may assign any of its rights under this Award Agreement to single or multiple assignees, and this Award Agreement shall inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer herein set forth, this Award Agreement shall be binding upon Participant and Participant's heirs, executors, administrators, successors, and assigns. The rights and obligations of Participant under this Award Agreement may be assigned only with the prior written consent of the Company.

15. **Additional Conditions to Issuance of Stock**. If at any time the Company will determine, in its discretion, that the listing, registration, qualification, or rule compliance of the Shares upon any securities exchange or under any state, federal, or non-U.S. law, the tax code and related regulations or under the rulings or regulations of the U.S. Securities and Exchange Commission or any other governmental regulatory body or the clearance, consent, or approval of the U.S. Securities and Exchange Commission or any other governmental regulatory authority is necessary or desirable as a condition to the issuance of Shares to Participant (or Participant's estate) hereunder, such issuance will not occur unless and until such listing, registration, qualification, rule compliance, clearance, consent, or approval will have been completed, effected, or obtained free of any conditions not acceptable to the Company. Subject to the terms of the Award Agreement and the Plan, the Company will not be required to issue any certificate or certificates for (or make any entry on the books of the Company or of a duly authorized transfer agent of the Company of) the Shares hereunder prior to the lapse of such reasonable period of time following the date of vesting of the Restricted Stock Units as the Administrator may establish from time to time for reasons of administrative convenience.

16. **Interpretation**. The Administrator will have the power to interpret the Plan and this Award Agreement and to adopt such rules for the administration, interpretation, and application of the Plan as are consistent therewith and to interpret or revoke any such rules (including, but not limited to, the determination of whether or not any Restricted Stock Units

have vested). All actions taken and all interpretations and determinations made by the Administrator in good faith will be final and binding upon Participant, the Company, and all other interested persons. Neither the Administrator nor any person acting on behalf of the Administrator will be personally liable for any action, determination, or interpretation made in good faith with respect to the Plan or this Award Agreement.

17. **Electronic Delivery and Acceptance**. The Company may, in its sole discretion, decide to deliver any documents related to the Restricted Stock Units awarded under the Plan or future Restricted Stock Units that may be awarded under the Plan by electronic means or require Participant to participate in the Plan by electronic means. Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through any on-line or electronic system established and maintained by the Company or a third party designated by the Company.

18. **Captions**. Captions provided herein are for convenience only and are not to serve as a basis for interpretation or construction of this Award Agreement.

19. **Amendment, Suspension or Termination of the Plan**. By accepting this Award, Participant expressly warrants that Participant has received an Award of Restricted Stock Units under the Plan, and has received, read, and understood a description of the Plan. Participant understands that the Plan is discretionary in nature and may be amended, suspended, or terminated by the Administrator at any time.

20. **Country Addendum**. Notwithstanding any provisions in this Award Agreement, the Restricted Stock Unit grant shall be subject to any special terms and conditions set forth in an appendix (if any) to this Award Agreement for any country whose laws are applicable to Participant and this Award of Restricted Stock Units (as determined by the Administrator in its sole discretion) (the "**Country Addendum**"). Moreover, if Participant relocates to one of the countries included in the Country Addendum (if any), the special terms and conditions for such country will apply to Participant, to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. The Country Addendum (if any) constitutes a part of this Award Agreement.

21. **Modifications to the Award Agreement**. This Award Agreement constitutes the entire understanding of the parties on the subjects covered. Participant expressly warrants that Participant is not accepting this Award Agreement in reliance on any promises, representations, or inducements other than those contained herein. Modifications to this Award Agreement can be made only in an express written contract executed by a duly authorized officer of the Company. Notwithstanding anything to the contrary in the Plan or this Award Agreement, the Company reserves the right to revise this Award Agreement as it deems necessary or advisable, in its sole discretion and without the consent of Participant, to comply with Section 409A or to otherwise avoid imposition of any additional tax or income recognition under Section 409A in connection with this Award of Restricted Stock Units.

22. **No Waiver**. Either party's failure to enforce any provision or provisions of this Award Agreement shall not in any way be construed as a waiver of any such provision or

provisions, nor prevent that party from thereafter enforcing each and every other provision of this Award Agreement. The rights granted both parties herein are cumulative and shall not constitute a waiver of either party's right to assert all other legal remedies available to it under the circumstances.

23. **Governing Law; Severability**. This Award Agreement and the Restricted Stock Units are governed by the internal substantive laws, but not the choice of law rules, of the State of Colorado. In the event that any provision hereof becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Award Agreement shall continue in full force and effect.

24. **Entire Agreement**. The Plan is incorporated herein by reference. The Plan and this Award Agreement (including the exhibits, appendices, and addenda attached to the Notice of Grant) constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and Participant with respect to the subject matter hereof, and may not be modified adversely to Participant's interest except by means of a writing signed by the Company and Participant.

* * *

APPENDIX A

IBOTTA, INC.

2024 EQUITY INCENTIVE PLAN

COUNTRY ADDENDUM TO RESTRICTED STOCK UNIT AGREEMENT

Unless otherwise defined herein, capitalized terms used in this Country Addendum to Restricted Stock Unit Agreement (this "**Country Addendum**") will be ascribed the same defined meanings as set forth in the Restricted Stock Unit Agreement of which this Country Addendum forms a part (or the Plan or other written agreement as specified in the Restricted Stock Unit Agreement).

Terms and Conditions

This Country Addendum includes additional terms and conditions that govern the Award of Restricted Stock Units granted pursuant to the terms and conditions of the Ibotta, Inc. 2024 Equity Incentive Plan (the "**Plan**") and the Restricted Stock Unit Agreement to which this Country Addendum is attached (the "**Restricted Stock Unit Agreement**") to the extent the individual to whom the Restricted Stock Units were granted ("**Participant**") resides and/or works in one of the countries listed below. If Participant is a citizen or resident (or is considered as such for local law purposes) of a country other than the country in which Participant is currently residing and/or working, or if Participant relocates to another country after the Award of Restricted Stock Units is granted, the Company, in its discretion, will determine to what extent the terms and conditions contained herein will apply to Participant.

Notifications

This Country Addendum also may include information regarding exchange controls and certain other issues of which Participant should be aware with respect to Participant's participation in the Plan. The information is based on the securities, exchange control, and other Applicable Laws in effect in the respective countries as of _____, 20__. Such Applicable Laws often are complex and change frequently. As a result, the Company strongly recommends that Participant not rely on the information in this Country Addendum as the only source of information relating to the consequences of Participant's participation in the Plan because the information may be out of date at the time Participant vests in or receives or sells the Shares covered by the Restricted Stock Units.

In addition, the information contained in this Country Addendum is general in nature and may not apply to Participant's particular situation, and the Company is not in a position to assure Participant of any particular result. Participant should seek appropriate professional advice as to how the Applicable Laws in Participant's country may apply to Participant's situation.

Finally, if Participant is a citizen or resident of a country other than the one in which Participant currently is residing and/or working, transfers residence and/or employment to

another country after the grant of the Restricted Stock Units, or is considered a resident of another country for local law purposes, the information in this Country Addendum may not apply to Participant in the same manner.

I. GLOBAL PROVISIONS APPLICABLE TO PARTICIPANTS IN ALL COUNTRIES OTHER THAN THE UNITED STATES

1. **Foreign Exchange Considerations**. Participant understands and agrees that neither the Company nor any Parent, Subsidiary, or the Service Recipient shall be liable for any foreign exchange rate fluctuation between Participant's local currency and the U.S. dollar that may affect the value of the Restricted Stock Units, or of any amounts due to Participant under the Plan or as a result of vesting in his or her Restricted Stock Units and/or the subsequent sale of any Shares acquired under the Plan. Participant agrees and acknowledges that he or she will bear any and all risk associated with the exchange or fluctuation of currency associated with his or her participation in the Plan. Participant acknowledges and agrees that Participant may be responsible for reporting inbound transactions or fund transfers that exceed a certain amount. Participant is advised to seek appropriate professional advice as to how the exchange control regulations apply to his or her Restricted Stock Units and Participant's specific situation and understands that the relevant laws and regulations can change frequently and occasionally on a retroactive basis.

2. **Nature of Grant**. The following provisions supplement Section 11 of the Restricted Stock Unit Agreement:

(a) the Restricted Stock Units and the Shares subject to the Restricted Stock Units are not part of normal or expected compensation or salary for any purpose;

(b) Participant acknowledges and agrees that no Service Recipient shall be liable for any foreign exchange rate fluctuation between Participant's local currency and the United States Dollar that may affect the value of the Restricted Stock Units or of any amounts due to Participant pursuant to the settlement of the Restricted Stock Units or the subsequent sale of any Shares acquired upon settlement; and

(c) no claim or entitlement to compensation or damages shall arise from forfeiture of the Restricted Stock Units resulting from the termination of Participant's status as a Service Provider (for any reason whatsoever whether or not later found to be invalid or in breach of employment laws in the jurisdiction where Participant is a Service Provider or the terms of Participant's employment or service agreement, if any), and in consideration of the grant of the Restricted Stock Units to which Participant is otherwise not entitled, Participant irrevocably agrees never to institute any claim against any Service Recipient, waives Participant's ability, if any, to bring any such claim, and releases each Service Recipient from any such claim; if, notwithstanding the foregoing, any such claim is allowed by a court of competent jurisdiction, then, by participating in the Plan, Participant shall be deemed irrevocably to have agreed not to pursue such claim and agrees to execute any and all documents necessary to request dismissal or withdrawal of such claim.

3. **Data Privacy**. ***Participant hereby acknowledges the collection, use, and transfer, in electronic or other form, of Participant's personal data as described in this Award Agreement and any other Restricted Stock Unit grant materials by and among, as applicable, the Service Recipients for the exclusive purpose of implementing, administering, and managing Participant's participation in the Plan.***

Participant understands that the Company and the Service Recipient may hold certain personal information about Participant, including, but not limited to, Participant's name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any Shares or directorships held in the Company, details of all Restricted Stock Units or any other entitlement to Shares awarded, canceled, exercised, vested, unvested, or outstanding in Participant's favor ("Data"), for the exclusive purpose of implementing, administering, and managing the Plan.

Participant understands that Data may be transferred to a stock plan service provider, as may be selected by the Company in the future, assisting the Company with the implementation, administration and management of the Plan. Participant understands that the recipients of the Data may be located in the United States or elsewhere, and that the recipients' country of operation (e.g., the United States) may have different data privacy laws and protections than Participant's country. Participant understands that Participant may request information about sharing, processing, and storage of Data and may exercise their rights with respect to the Data, which may include the right to terminate sharing, processing, and storage, by following instructions in the Company's Personnel Privacy Notice or by contacting Participant's local human resources representative. Participant authorizes the Company, any stock plan service provider selected by the Company, and any other possible recipients which may assist the Company (presently or in the future) with implementing, administering, and managing the Plan to receive, possess, use, retain, and transfer the Data, in electronic or other form, for the sole purpose of implementing, administering, and managing Participant's participation in the Plan. Participant understands that Data will be held only as long as is necessary to implement, administer, and manage Participant's participation in the Plan.

4. **Language**. If Participant has received the Restricted Stock Unit Agreement or any other document related to the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.

[*Insert country-specific provisions.*]

IBOTTA, INC.

2024 EQUITY INCENTIVE PLAN

STOCK OPTION AGREEMENT

NOTICE OF STOCK OPTION GRANT

Unless otherwise defined herein, the terms defined in the Ibotta, Inc. 2024 Equity Incentive Plan (the "**Plan**") will have the same defined meanings in this Stock Option Agreement, which includes the Notice of Stock Option Grant (the "**Notice of Grant**"), the Terms and Conditions of Stock Option Grant, attached hereto as Exhibit A, the Exercise Notice, attached hereto as Exhibit B, and all other exhibits, appendices, and addenda attached hereto (the "**Option Agreement**").

Participant Name:

Address:

The undersigned Participant has been granted an Option to purchase Common Stock of the Company, subject to the terms and conditions of the Plan and this Option Agreement, as follows:

Grant Number: _____

Date of Grant: _____

Vesting Commencement Date: _____

Exercise Price per Share: $_____

Total Number of Shares Subject to Option: _____

Total Exercise Price: $_____

Type of Option: ___ Incentive Stock Option

___ Nonstatutory Stock Option

Term/Expiration Date: _____

Vesting Schedule:

Subject to any acceleration provisions contained in the Plan, this Option Agreement or any other written agreement authorized by the Administrator between Participant and the Company (or any Parent or Subsidiary of the Company, as applicable) governing the terms of

this Option, this Option will vest and be exercisable, in whole or in part, according to the following vesting schedule:

[*Insert Vesting Schedule*]

Termination Period:

This Option shall be exercisable, to the extent vested, for [ ] months after Participant ceases to be a Service Provider, unless such termination is due to Participant's death or Disability. If Participant ceases to be a Service Provider due to Participant's death or Disability, this Option shall be exercisable, to the extent vested, for [ ] months after Participant ceases to be a Service Provider. Notwithstanding the foregoing, in the event that Participant's status as a Service Provider is terminated by the Company (or any of its Parents or Subsidiaries, as applicable) for Cause, this Option shall terminate immediately upon such termination of Participant's Service Provider status. Further, and notwithstanding the foregoing, in no event may this Option be exercised after the Term/Expiration Date as provided above and this Option may be subject to earlier termination as provided in Section 14 of the Plan.

By Participant's signature and the signature of the representative of the Company below, Participant and the Company agree that this Option is granted under and governed by the terms and conditions of the Plan and this Option Agreement, including the Terms and Conditions of Stock Option Grant, attached hereto as Exhibit A, the Exercise Notice, attached hereto as Exhibit B, and all other exhibits, appendices and addenda attached hereto, all of which are made a part of this document. Participant acknowledges receipt of a copy of the Plan. Participant has reviewed the Plan and this Option Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Option Agreement and fully understands all provisions of the Plan and the Option Agreement. Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Administrator upon any questions relating to the Plan or this Option Agreement. Participant further agrees to notify the Company upon any change in Participant's residence address indicated below.

PARTICIPANT

Signature

Print Name

Residence Address:

IBOTTA, INC.

Signature

Print Name

Title

EXHIBIT A

IBOTTA, INC.

2024 EQUITY INCENTIVE PLAN

STOCK OPTION AGREEMENT

TERMS AND CONDITIONS OF STOCK OPTION GRANT

1. **Grant of Option**.

(a) The Company hereby grants to the individual ("**Participant**") named in the Notice of Stock Option Grant of this Option Agreement (the "**Notice of Grant**"), an option (the "**Option**") to purchase the number of Shares set forth in the Notice of Grant, at the exercise price per Share set forth in the Notice of Grant (the "**Exercise Price**"), subject to all of the terms and conditions in this Option Agreement and the Plan, which is incorporated herein by reference. Subject to Section 19 of the Plan, in the event of a conflict between the terms and conditions of the Plan and this Option Agreement, the terms and conditions of the Plan shall prevail.

(b) For U.S. taxpayers, if designated in the Notice of Grant as an Incentive Stock Option ("**ISO**"), this Option is intended to qualify as an Incentive Stock Option as defined in Section 422 of the Code. Nevertheless, to the extent that it exceeds the $100,000 rule of Code Section 422(d), this Option shall be treated as a Nonstatutory Stock Option ("**NSO**"). Further, if for any reason this Option (or portion thereof) shall not qualify as an ISO, then, to the extent of such nonqualification, such Option (or portion thereof) shall be regarded as a NSO granted under the Plan. In no event shall the Administrator, the Company, or any Parent or Subsidiary of the Company or any of their respective employees or directors have any liability to Participant (or any other person) due to the failure of the Option to qualify for any reason as an ISO.

(c) For non-U.S. taxpayers, the Option will be designated as an NSO.

2. **Vesting Schedule**. Except as provided in Section 3, the Option awarded by this Option Agreement will vest in accordance with the vesting provisions set forth in the Notice of Grant. Unless specifically provided otherwise in this Option Agreement or other written agreement authorized by the Administrator between Participant and the Company or any Parent or Subsidiary of the Company, as applicable, Shares subject to this Option that are scheduled to vest on a certain date or upon the occurrence of a certain condition will not vest in accordance with any of the provisions of this Option Agreement, unless Participant will have been continuously a Service Provider from the Date of Grant until the date such vesting occurs.

3. **Administrator Discretion**. The Administrator, in its discretion, may accelerate the vesting of the balance, or some lesser portion of the balance, of the unvested Option at any time, subject to the terms of the Plan. If so accelerated, such Option will be considered as having vested as of the date specified by the Administrator.

4. **Exercise of Option**.

(a) **Right to Exercise**. This Option shall be exercisable during its term in accordance with the Vesting Schedule set out in the Notice of Grant and with the applicable provisions of the Plan and this Option Agreement.

(b) **Method of Exercise**. This Option shall be exercisable by delivery of an exercise notice (the "**Exercise Notice**") in the form attached as Exhibit B to the Notice of Grant or in a manner and pursuant to such procedures as the Administrator may determine, which shall state the election to exercise the Option, the number of Shares with respect to which the Option is being exercised (the "**Exercised Shares**"), and such other representations and agreements as may be required by the Company. The Exercise Notice shall be completed by Participant and delivered to the Company, accompanied by payment of the aggregate Exercise Price as to all Exercised Shares, together with any applicable Withholding Obligations (as defined below). This Option shall be deemed to be exercised upon receipt by the Company of such fully executed Exercise Notice accompanied by the aggregate Exercise Price, together with any applicable Withholding Obligations.

No Shares shall be issued pursuant to the exercise of an Option unless such issuance and such exercise comply with Applicable Laws. Assuming such compliance, for income tax purposes the Shares shall be considered transferred to Participant on the date on which the Option is exercised with respect to such Shares.

5. **Method of Payment**. Payment of the aggregate Exercise Price shall be by any of the following, or a combination thereof, at the election of Participant:

(a) cash or check;

(b) consideration received by the Company under a formal cashless exercise program adopted by the Company in connection with the Plan; or

(c) if Participant is a U.S. employee, surrender of other Shares which (i) shall be valued at its fair market value on the date of surrender, and (ii) must be owned free and clear of any liens, claims, encumbrances, or security interests, if accepting such Shares, in the sole discretion of the Administrator, shall not result in any adverse accounting consequences to the Company.

A non-U.S. resident's methods of exercise may be restricted by the terms and conditions of any appendix to this Option Agreement for Participant's country (including the Country Addendum, as defined below). The Company from time to time may engage a stock plan service provider to assist the Company with the implementation, administration, and management of the Plan and Awards granted thereunder. For clarity, the Administrator may establish procedures that require any exercise of this Option, including without limitation the method of payment of the applicable Exercise Price and any applicable Withholding Obligations, to be satisfied through such stock plan service provider.

6. **Non-Transferability of Option**. This Option may not be transferred in any manner otherwise than by will or by the laws of descent or distribution and may be exercised during the lifetime of Participant only by Participant.

7. **Term of Option**. This Option may be exercised only within the term set out in the Notice of Grant, and may be exercised during such term only in accordance with the Plan and the terms of this Option Agreement.

8. **Tax Obligations**.

(a) **Responsibility for Taxes**. Participant acknowledges that, regardless of any action taken by the Company or, if different, Participant's employer or any Parent or Subsidiary of the Company to which Participant is providing services (together, the "**Service Recipients**"), the ultimate liability for any tax and/or social insurance liability obligations and requirements in connection with the Option, including, without limitation, (i) all federal, state, and local taxes (including Participant's Federal Insurance Contributions Act (FICA) obligations) that are required to be withheld by any Service Recipient or other payment of tax-related items related to Participant's participation in the Plan and legally applicable to Participant, (ii) Participant's and, to the extent required by any Service Recipient, the Service Recipient's fringe benefit tax liability, if any, associated with the grant, vesting, or exercise of the Option or sale of Shares, and (iii) any other Service Recipient taxes the responsibility for which Participant has, or has agreed to bear, with respect to the Option (or exercise thereof or issuance of Shares thereunder) (collectively, the "**Tax Obligations**"), is and remains Participant's sole responsibility and may exceed the amount actually withheld by the applicable Service Recipient(s). Participant further acknowledges that no Service Recipient (A) makes any representations or undertakings regarding the treatment of any Tax Obligations in connection with any aspect of the Option, including, but not limited to, the grant, vesting, or exercise of the Option, the subsequent sale of Shares acquired pursuant to such exercise and the receipt of any dividends or other distributions, and (B) makes any commitment to and is under any obligation to structure the terms of the grant or any aspect of the Option to reduce or eliminate Participant's liability for Tax Obligations or achieve any particular tax result. Further, if Participant is subject to Tax Obligations in more than one jurisdiction between the Date of Grant and the date of any relevant taxable or tax withholding event, as applicable, Participant acknowledges that the applicable Service Recipient(s) (or former employer, as applicable) may be required to withhold or account for Withholding Obligations (as defined below) in more than one jurisdiction. If Participant fails to make satisfactory arrangements for the payment of any required Tax Obligations hereunder at the time of the applicable taxable event, Participant acknowledges and agrees that the Company may refuse to issue or deliver the Shares.

(b) **Tax Withholding**. Pursuant to such procedures as the Administrator may specify from time to time, the applicable Service Recipient(s) will withhold the amount required to be withheld for the payment of Tax Obligations (the "**Withholding Obligations**"). The Administrator, in its sole discretion and pursuant to such procedures as it may specify from time to time, may permit or require Participant to satisfy such Withholding Obligations, in whole or in part (without limitation), if permissible by applicable local law, by: (i) paying cash, (ii) having

the Company withhold otherwise deliverable Shares having a fair market value equal to the minimum amount that is necessary to meet the withholding requirement for such Withholding Obligations (or such greater amount as Participant may elect if permitted by the Administrator, if such greater amount would not result in adverse financial accounting consequences) ("**Net Share Withholding**"), (iii) withholding the amount of such Withholding Obligations from Participant's wages or other cash compensation paid to Participant by the applicable Service Recipient(s), (iv) delivering to the Company Shares that Participant owns and that already have vested with a fair market value equal to the Withholding Obligations (or such greater amount as Participant may elect if permitted by the Administrator, if such greater amount would not result in adverse financial accounting consequences), or (v) selling a sufficient number of such Shares otherwise deliverable to Participant, through such means as the Company may determine in its sole discretion (whether through a broker or otherwise) equal to the minimum amount that is necessary to meet the withholding requirement for such Withholding Obligations (or such greater amount as Participant may elect if permitted by the Administrator, if such greater amount would not result in adverse financial accounting consequences) ("**Sell to Cover**"). If the Withholding Obligations are satisfied by withholding in Shares, for tax purposes, Participant is deemed to have been issued the full number of Shares exercised under the Option, notwithstanding that a number of Shares are held back solely for purposes of paying the Withholding Obligations. To the extent determined appropriate by the Administrator in its discretion, the Administrator will have the right (but not the obligation) to satisfy any Withholding Obligations by Net Share Withholding. If Net Share Withholding is the method by which such Withholding Obligations are satisfied, the Company will not withhold on a fractional Share basis to satisfy any portion of the Withholding Obligations and, unless the Company determines otherwise, no refund will be made to Participant for the value of the portion of a Share, if any, withheld in excess of the Withholding Obligations. If a Sell to Cover is the method by which Withholding Obligations are satisfied, Participant agrees that as part of the Sell to Cover, additional Shares may be sold to satisfy any associated broker or other fees. Only whole Shares will be sold pursuant to a Sell to Cover. Any proceeds from the sale of Shares pursuant to a Sell to Cover that are in excess of the Withholding Obligations and any associated broker or other fees will be paid to Participant in accordance with procedures the Company may specify from time to time.

(c) **Notice of Disqualifying Disposition of ISO Shares**. If the Option granted to Participant herein is an ISO, and if Participant sells or otherwise disposes of any of the Shares acquired pursuant to the ISO on or before the later of (i) the date two (2) years after the Date of Grant, or (ii) the date one (1) year after the date of exercise, Participant shall immediately notify the Company in writing of such disposition. Participant agrees that Participant may be subject to income tax withholding by the Company on the compensation income recognized by Participant.

(d) **Section 409A**. Under Section 409A, a stock right (such as the Option) that vests after December 31, 2004 (or that vested on or prior to such date but which was materially modified after October 3, 2004), that was granted with a per share exercise price that is determined by the Internal Revenue Service (the "**IRS**") to be less than the fair market value of an underlying share on the date of grant (a "**discount option**") may be considered "deferred compensation." A stock right that is a "discount option" may result in (i) income recognition by

the recipient of the stock right prior to the exercise of the stock right, (ii) an additional twenty percent (20%) federal income tax, and (iii) potential penalty and interest charges. The "discount option" may also result in additional state income, penalty, and interest tax to the recipient of the stock right. Participant acknowledges that the Company cannot and has not guaranteed that the IRS will agree that the per Share exercise price of this Option equals or exceeds the fair market value of a Share on the date of grant in a later examination. Participant agrees that if the IRS determines that the Option was granted with a per Share exercise price that was less than the fair market value of a Share on the date of grant, Participant shall be solely responsible for Participant's costs related to such a determination. In no event will the Company or any of its Parent or Subsidiaries have any responsibility, liability, or obligation to reimburse, indemnify, or hold harmless Participant (or any other person) in respect of this Option or any other Awards, for any taxes, penalties, or interest that may be imposed on, or other costs incurred by, Participant (or any other person) as a result of Section 409A.

9. **Rights as Stockholder**. Neither Participant nor any person claiming under or through Participant will have any of the rights or privileges of a stockholder of the Company in respect of any Shares deliverable hereunder unless and until certificates representing such Shares (which may be in book entry form) will have been issued, recorded on the records of the Company or its transfer agents or registrars, and delivered to Participant (including through electronic delivery to a brokerage account). After such issuance, recordation, and delivery, Participant will have all the rights of a stockholder of the Company with respect to voting such Shares and receipt of dividends and distributions on such Shares.

10. **Entire Agreement; Governing Law**. The Plan is incorporated herein by reference. The Plan and this Option Agreement constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and Participant with respect to the subject matter hereof, and may not be modified adversely to Participant's interest except by means of a writing signed by the Company and Participant. This Option Agreement is governed by the internal substantive laws but not the choice of law rules of the State of Colorado.

11. **No Guarantee of Continued Service**. PARTICIPANT ACKNOWLEDGES AND AGREES THAT THE VESTING OF SHARES PURSUANT TO THE VESTING SCHEDULE HEREOF IS EARNED ONLY BY CONTINUING AS A SERVICE PROVIDER, WHICH UNLESS PROVIDED OTHERWISE UNDER APPLICABLE LAWS IS AT THE WILL OF THE APPLICABLE SERVICE RECIPIENT AND NOT THROUGH THE ACT OF BEING HIRED, BEING GRANTED THIS OPTION OR ACQUIRING SHARES HEREUNDER. PARTICIPANT FURTHER ACKNOWLEDGES AND AGREES THAT THIS OPTION AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREUNDER AND THE VESTING SCHEDULE SET FORTH HEREIN DO NOT CONSTITUTE AN EXPRESS OR IMPLIED PROMISE OF CONTINUED ENGAGEMENT AS A SERVICE PROVIDER FOR THE VESTING PERIOD, FOR ANY PERIOD, OR AT ALL, AND SHALL NOT INTERFERE IN ANY WAY WITH PARTICIPANT'S RIGHT OR THE RIGHT OF ANY SERVICE RECIPIENT TO TERMINATE PARTICIPANT'S RELATIONSHIP AS A SERVICE PROVIDER, SUBJECT TO APPLICABLE LAW, WHICH TERMINATION,

UNLESS PROVIDED OTHERWISE UNDER APPLICABLE LAW, MAY BE AT ANY TIME, WITH OR WITHOUT CAUSE.

12. **Nature of Grant**. In accepting the Option, Participant acknowledges, understands, and agrees that:

(a) the grant of the Option is voluntary and occasional and does not create any contractual or other right to receive future grants of options, or benefits in lieu of options, even if options have been granted in the past;

(b) all decisions with respect to future option or other grants, if any, will be at the sole discretion of the Administrator;

(c) Participant is voluntarily participating in the Plan;

(d) the Option and any Shares acquired under the Plan are not intended to replace any pension rights or compensation;

(e) the Option and Shares acquired under the Plan and the income and value of same, are not part of normal or expected compensation for purposes of calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, long-service awards, pension or retirement or welfare benefits or similar payments;

(f) the future value of the Shares underlying the Option is unknown, indeterminable, and cannot be predicted;

(g) if the underlying Shares do not increase in value, the Option will have no value;

(h) if Participant exercises the Option and acquires Shares, the value of such Shares may increase or decrease in value, even below the Exercise Price;

(i) for purposes of the Option, Participant's status as a Service Provider will be considered terminated as of the date Participant is no longer actively providing services to the Company or any Parent or Subsidiary (regardless of the reason for such termination and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where Participant is a Service Provider or the terms of Participant's employment or service agreement, if any), and unless otherwise expressly provided in this Option Agreement (including by reference in the Notice of Grant to other arrangements or contracts) or determined by the Administrator, (i) Participant's right to vest in the Option under the Plan, if any, will terminate as of such date and will not be extended by any notice period (e.g., Participant's period of service would not include any contractual notice period or any period of "garden leave" or similar period mandated under employment laws in the jurisdiction where Participant is a Service Provider or the terms of Participant's employment or service agreement, if any, unless Participant is providing bona fide services during such time); and (ii) the period (if any) during which Participant may exercise the Option after such termination of Participant's engagement as a

Service Provider will commence on the date Participant ceases to actively provide services and will not be extended by any notice period mandated under employment laws in the jurisdiction where Participant is employed or terms of Participant's engagement agreement, if any; the Administrator shall have the exclusive discretion to determine when Participant is no longer actively providing services for purposes of this Option grant (including whether Participant may still be considered to be providing services while on a leave of absence and consistent with local law); and

(j) unless otherwise provided in the Plan or by the Administrator in its discretion, the Option and the benefits evidenced by this Option Agreement do not create any entitlement to have the Option or any such benefits transferred to, or assumed by, another company nor be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the Shares.

13. **No Advice Regarding Grant**. The Company is not providing any tax, legal, or financial advice, nor is the Company making any recommendations regarding Participant's participation in the Plan, or Participant's acquisition or sale of the Shares underlying the Option. Participant is hereby advised to consult with Participant's own personal tax, legal, and financial advisers regarding Participant's participation in the Plan before taking any action related to the Plan.

14. **Address for Notices**. Any notice to be given to the Company under the terms of this Option Agreement will be addressed to the Company at Ibotta, Inc., 1801 California Street #400, Denver, CO 80202, or at such other address as the Company may hereafter designate in writing.

15. **Successors and Assigns**. The Company may assign any of its rights under this Option Agreement to single or multiple assignees, and this Option Agreement shall inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer herein set forth, this Option Agreement shall be binding upon Participant and Participant's heirs, executors, administrators, successors, and assigns. The rights and obligations of Participant under this Option Agreement may be assigned only with the prior written consent of the Company.

16. **Additional Conditions to Issuance of Stock**. If at any time the Company will determine, in its discretion, that the listing, registration, qualification, or rule compliance of the Shares upon any securities exchange or under any state, federal, or non-U.S. law, the tax code and related regulations or under the rulings or regulations of the U.S. Securities and Exchange Commission or any other governmental regulatory body or the clearance, consent, or approval of the U.S. Securities and Exchange Commission or any other governmental regulatory authority is necessary or desirable as a condition to the exercise of the Options or the purchase by, or issuance of Shares, to Participant (or Participant's estate) hereunder, such exercise, purchase, or issuance will not occur unless and until such listing, registration, qualification, rule compliance, clearance, consent, or approval will have been completed, effected, or obtained free of any conditions not acceptable to the Company. Subject to the terms of the Option Agreement and the Plan, the Company will not be required to issue any certificate or certificates for (or make any

entry on the books of the Company or of a duly authorized transfer agent of the Company of) the Shares hereunder prior to the lapse of such reasonable period of time following the date of exercise of the Option as the Administrator may establish from time to time for reasons of administrative convenience.

17. **Interpretation**. The Administrator will have the power to interpret the Plan and this Option Agreement and to adopt such rules for the administration, interpretation, and application of the Plan as are consistent therewith and to interpret or revoke any such rules (including, but not limited to, the determination of whether or not any Shares subject to the Option have vested). All actions taken and all interpretations and determinations made by the Administrator in good faith will be final and binding upon Participant, the Company and all other interested persons. Neither the Administrator nor any person acting on behalf of the Administrator will be personally liable for any action, determination, or interpretation made in good faith with respect to the Plan or this Option Agreement.

18. **Electronic Delivery and Acceptance**. The Company may, in its sole discretion, decide to deliver any documents related to the Option awarded under the Plan or future options that may be awarded under the Plan by electronic means or require Participant to participate in the Plan by electronic means. Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through any on-line or electronic system established and maintained by the Company or a third party designated by the Company.

19. **Captions**. Captions provided herein are for convenience only and are not to serve as a basis for interpretation or construction of this Option Agreement.

20. **Option Agreement Severable**. In the event that any provision in this Option Agreement will be held invalid or unenforceable, such provision will be severable from, and such invalidity or unenforceability will not be construed to have any effect on, the remaining provisions of this Option Agreement.

21. **Amendment, Suspension or Termination of the Plan**. By accepting this Option, Participant expressly warrants that Participant has received an Option under the Plan, and has received, read, and understood a description of the Plan. Participant understands that the Plan is discretionary in nature and may be amended, suspended, or terminated by the Administrator at any time.

22. **Country Addendum**. Notwithstanding any provisions in this Option Agreement, this Option shall be subject to any special terms and conditions set forth in an appendix (if any) to this Option Agreement for any country whose laws are applicable to Participant and this Option (as determined by the Administrator in its sole discretion) (the "**Country Addendum**"). Moreover, if Participant relocates to one of the countries included in the Country Addendum (if any), the special terms and conditions for such country will apply to Participant, to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. The Country Addendum (if any) constitutes a part of this Option Agreement.

23. **Modifications to the Option Agreement**. This Option Agreement constitutes the entire understanding of the parties on the subjects covered. Participant expressly warrants that Participant is not accepting this Option Agreement in reliance on any promises, representations, or inducements other than those contained herein. Modifications to this Option Agreement can be made only in an express written contract executed by a duly authorized officer of the Company. Notwithstanding anything to the contrary in the Plan or this Option Agreement, the Company reserves the right to revise this Option Agreement as it deems necessary or advisable, in its sole discretion and without the consent of Participant, to comply with Section 409A or to otherwise avoid imposition of any additional tax or income recognition under Section 409A in connection with the Option.

24. **No Waiver**. Either party's failure to enforce any provision or provisions of this Option Agreement shall not in any way be construed as a waiver of any such provision or provisions, nor prevent that party from thereafter enforcing each and every other provision of this Option Agreement. The rights granted both parties herein are cumulative and shall not constitute a waiver of either party's right to assert all other legal remedies available to it under the circumstances.

25. **Tax Consequences**. Participant has reviewed with Participant's own tax advisers the U.S. federal, state, local, and non-U.S. tax consequences of this investment and the transactions contemplated by this Option Agreement. With respect to such matters, Participant relies solely on such advisers and not on any statements or representations of the Company or any of its agents, written or oral. Participant understands that Participant (and not the Company) shall be responsible for Participant's own tax liability that may arise as a result of this investment or the transactions contemplated by this Option Agreement.

* * *

EXHIBIT B

IBOTTA, INC.

2024 EQUITY INCENTIVE PLAN

STOCK OPTION AGREEMENT

EXERCISE NOTICE

Ibotta, Inc.
1801 California Street #400
Denver, CO 80202

Attention: Stock Administration

1. **Exercise of Option**. Effective as of today, _____, ____, the undersigned ("**Participant**") hereby elects to exercise Participant's option (the "**Option**") to purchase _____ shares of the Common Stock (the "Shares") of Ibotta, Inc. (the "**Company**") under and pursuant to the Ibotta, Inc. 2024 Equity Incentive Plan (the "**Plan**") and the Stock Option Agreement dated _____, _____, including the Notice of Stock Option Grant, and the Terms and Conditions of Stock Option Grant attached as Exhibit A thereto and other exhibits, appendices, and addenda attached thereto (the "**Option Agreement**"). Unless otherwise defined herein, capitalized terms used in this Exercise Notice will be ascribed the same defined meanings as set forth in the Option Agreement (or the Plan or other written agreement as specified in the Option Agreement).

2. **Delivery of Payment**. Participant herewith delivers to the Company the full purchase price of the Shares, as set forth in the Option Agreement, and any Withholding Obligations to be paid in connection with the exercise of the Option.

3. **Representations of Participant**. Participant acknowledges that Participant has received, read, and understood the Plan and the Option Agreement and agrees to abide by and be bound by their terms and conditions.

4. **Rights as Stockholder**. Until the issuance of the Shares (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company), no right to vote or receive dividends or any other rights as a stockholder shall exist with respect to the Common Stock subject to the Option, notwithstanding the exercise of the Option. The Shares so acquired shall be issued to Participant as soon as practicable after the Option is exercised in accordance with the Option Agreement. No adjustment shall be made for a dividend or other right for which the record date is prior to the date of issuance except as provided in Section 14 of the Plan.

5. **Tax Consultation**. Participant understands that Participant may suffer adverse tax consequences as a result of Participant's purchase or disposition of the Shares. Participant

represents that Participant has consulted with any tax consultants Participant deems advisable in connection with the purchase or disposition of the Shares and that Participant is not relying on the Company for any tax advice.

6. **Interpretation**. Any dispute regarding the interpretation of this Exercise Notice shall be submitted by Participant or by the Company forthwith to the Administrator, which shall review such dispute at its next regular meeting. The resolution of such a dispute by the Administrator shall be final and binding on all parties to the maximum extent permitted by law.

7. **Governing Law; Severability**. This Exercise Notice is governed by the internal substantive laws, but not the choice of law rules, of the State of Colorado. In the event that any provision hereof becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Exercise Notice shall continue in full force and effect.

8. **Entire Agreement**. The Plan and Option Agreement are incorporated herein by reference. The Plan and the Option Agreement (including this Exercise Notice and any exhibits, appendices, and addenda attached to the Notice of Stock Option Grant of the Option Agreement) constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and Participant with respect to the subject matter hereof, and may not be modified adversely to Participant's interest except by means of a writing signed by the Company and Participant.

Submitted by: PARTICIPANT	Accepted by: IBOTTA, INC.
_____ Signature	_____ By
_____ Print Name	_____ Print Name`
	_____ Title
Address:	Address:
_____	_____
_____	_____
	_____ Date Received

APPENDIX A

IBOTTA, INC.

2024 EQUITY INCENTIVE PLAN

COUNTRY ADDENDUM TO STOCK OPTION AGREEMENT

Unless otherwise defined herein, capitalized terms used in this Country Addendum to Stock Option Agreement (the "**Country Addendum**") will be ascribed the same defined meanings as set forth in the Option Agreement of which this Country Addendum forms a part (or the Plan or other written agreement as specified in the Option Agreement).

Terms and Conditions

This Country Addendum includes additional terms and conditions that govern this Option granted pursuant to the terms and conditions of the Ibotta, Inc. 2024 Equity Incentive Plan (the "**Plan**") and the Stock Option Agreement to which this Country Addendum is attached (the "**Option Agreement**") to the extent the individual to whom the Option was granted ("**Participant**") resides and/or works in one of the countries listed below. If Participant is a citizen or resident (or is considered as such for local law purposes) of a country other than the country in which Participant is currently residing and/or working, or if Participant relocates to another country after the Option is granted, the Company, in its discretion, will determine to what extent the terms and conditions contained herein will apply to Participant.

Notifications

This Country Addendum also may include information regarding exchange controls and certain other issues of which Participant should be aware with respect to Participant's participation in the Plan. The information is based on the securities, exchange control, and other Applicable Laws in effect in the respective countries as of _____, 20__. Such Applicable Laws often are complex and change frequently. As a result, the Company strongly recommends that Participant not rely on the information in this Country Addendum as the only source of information relating to the consequences of Participant's participation in the Plan because the information may be out of date at the time Participant vests in or exercises the Option or sells Shares acquired under the Option.

In addition, the information contained in this Country Addendum is general in nature and may not apply to Participant's particular situation, and the Company is not in a position to assure Participant of any particular result. Participant should seek appropriate professional advice as to how the Applicable Laws in Participant's country may apply to Participant's situation.

Finally, if Participant is a citizen or resident of a country other than the one in which Participant currently is residing and/or working, transfers residence and/or employment to another country after this Option is awarded, or is considered a resident of another country for

local law purposes, the information in this Country Addendum may not apply to Participant in the same manner.

I. GLOBAL PROVISIONS APPLICABLE TO PARTICIPANTS IN ALL COUNTRIES OTHER THAN THE UNITED STATES

1. **Nature of Grant**. The following provisions supplement Section 12 of the Option Agreement:

(a) the Option and the Shares subject to the Option are not part of normal or expected compensation or salary for any purpose;

(b) Participant acknowledges and agrees that no Service Recipient shall be liable for any foreign exchange rate fluctuation between Participant's local currency and the United States Dollar that may affect the value of the Option or of any amounts due to Participant pursuant to the exercise of the Option or the subsequent sale of any Shares acquired upon exercise; and

(c) no claim or entitlement to compensation or damages shall arise from forfeiture of the Option resulting from the termination of Participant's status as a Service Provider (for any reason whatsoever, whether or not later found to be invalid or in breach of employment laws in the jurisdiction where Participant is a Service Provider or the terms of Participant's employment or service agreement, if any), and in consideration of the grant of the Option to which Participant is otherwise not entitled, Participant irrevocably agrees never to institute any claim against any Service Recipient, waives Participant's ability, if any, to bring any such claim, and releases each Service Recipient from any such claim; if, notwithstanding the foregoing, any such claim is allowed by a court of competent jurisdiction, then, by participating in the Plan, Participant shall be deemed irrevocably to have agreed not to pursue such claim and agrees to execute any and all documents necessary to request dismissal or withdrawal of such claim.

2. **Data Privacy**. ***Participant hereby acknowledges the collection, use, and transfer, in electronic or other form, of Participant's personal data as described in this Option Agreement and any other Option grant materials by and among, as applicable, the Service Recipients for the exclusive purpose of implementing, administering, and managing Participant's participation in the Plan.***

Participant understands that the Company and the Service Recipient may hold certain personal information about Participant, including, but not limited to, Participant's name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any Shares or directorships held in the Company, details of all Options or any other entitlement to Shares awarded, canceled, exercised, vested, unvested, or outstanding in Participant's favor ("Data"), for the exclusive purpose of implementing, administering and managing the Plan.

Participant understands that Data may be transferred to a stock plan service provider, as may be selected by the Company in the future, assisting the Company with the implementation, administration, and management of the Plan. Participant understands that the recipients of the Data may be located in the United States or elsewhere, and that the recipients' country of operation (e.g., the United States) may have different data privacy laws and protections than Participant's country. Participant understands that Participant may request information about sharing, processing, and storage of Data and may exercise their rights with respect to the Data, which may include the right to terminate sharing, processing, and storage, by following instructions in the Company's Personnel Privacy Notice or by contacting Participant's local human resources representative. Participant authorizes the Company, any stock plan service provider selected by the Company, and any other possible recipients which may assist the Company (presently or in the future) with implementing, administering, and managing the Plan to receive, possess, use, retain, and transfer the Data, in electronic or other form, for the sole purpose of implementing, administering, and managing Participant's participation in the Plan. Participant understands that Data will be held only as long as is necessary to implement, administer, and manage Participant's participation in the Plan.

3. **Language**. If Participant has received this Option Agreement or any other document related to the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.

[*Insert country-specific provisions.*]

IBOTTA, INC.

2024 EMPLOYEE STOCK PURCHASE PLAN

1. Purpose. The purpose of the Plan is to provide employees of the Company and its Designated Companies with an opportunity to purchase Common Stock through accumulated Contributions. The Company intends for the Plan to have two components: a component that is intended to qualify as an "employee stock purchase plan" under Section 423 of the Code (the "423 Component") and a component that is not intended to qualify as an "employee stock purchase plan" under Section 423 of the Code (the "Non-423 Component"). The provisions of the 423 Component, accordingly, will be construed so as to extend and limit Plan participation in a uniform and nondiscriminatory basis consistent with the requirements of Section 423 of the Code. An option to purchase shares of Common Stock under the Non-423 Component will be granted pursuant to rules, procedures, or sub-plans adopted by the Administrator designed to achieve tax, securities laws, or other objectives for Eligible Employees and the Company. Except as otherwise provided herein, the Non-423 Component will operate and be administered in the same manner as the 423 Component.

2. Definitions.

(a) "Administrator" means the Board or any Committee designated by the Board to administer the Plan pursuant to Section 14.

(b) "Affiliate" means any entity, other than a Subsidiary, in which the Company has an equity or other ownership interest.

(c) "Applicable Laws" means the requirements relating to the administration of equity-based awards, including but not limited to the related issuance of shares of Common Stock, under U.S. state corporate laws, U.S. federal and state securities laws, the Code, any stock exchange or quotation system on which the Common Stock is listed or quoted and the applicable laws of any foreign country or jurisdiction where options are, or will be, granted under the Plan.

(d) "Board" means the Board of Directors of the Company.

(e) "Change in Control" means the occurrence of any of the following events:

(i) Change in Ownership of the Company. A change in the ownership of the Company which occurs on the date that any one person, or more than one person acting as a group ("Person"), acquires ownership of the stock of the Company that, together with the stock held by such Person, constitutes more than 50% of the total voting power of the stock of the Company; provided, however, that for purposes of this subsection, the acquisition of additional stock by any one Person, who is considered to own more than 50% of the total voting power of the stock of the Company will not be considered a Change in Control. Further, if the stockholders of the Company immediately before such change in ownership continue to retain immediately after the change in ownership, in substantially the same proportions as their ownership of shares of the Company's voting stock immediately prior to the

change in ownership, direct or indirect beneficial ownership of 50% or more of the total voting power of the stock of the Company or of the ultimate parent entity of the Company, such event will not be considered a Change in Control under this subsection (i). For this purpose, indirect beneficial ownership will include, without limitation, an interest resulting from ownership of the voting securities of one or more corporations or other business entities which own the Company, as the case may be, either directly or through one or more subsidiary corporations or other business entities; or

(ii) Change in Effective Control of the Company. A change in the effective control of the Company which occurs on the date that a majority of members of the Board is replaced during any 12-month period by Directors whose appointment or election is not endorsed by a majority of the members of the Board prior to the date of the appointment or election. For purposes of this subsection (ii), if any Person is considered to be in effective control of the Company, the acquisition of additional control of the Company by the same Person will not be considered a Change in Control; or

(iii) Change in Ownership of a Substantial Portion of the Company's Assets. A change in the ownership of a substantial portion of the Company's assets which occurs on the date that any Person acquires (or has acquired during the 12-month period ending on the date of the most recent acquisition by such Person) assets from the Company that have a total gross fair market value equal to or more than 50% of the total gross fair market value of all of the assets of the Company immediately prior to such acquisition or acquisitions; provided, however, that for purposes of this subsection (iii), the following will not constitute a change in the ownership of a substantial portion of the Company's assets: (A) a transfer to an entity that is controlled by the Company's stockholders immediately after the transfer, or (B) a transfer of assets by the Company to: (1) a stockholder of the Company (immediately before the asset transfer) in exchange for or with respect to the Company's stock, (2) an entity, 50% or more of the total value or voting power of which is owned, directly or indirectly, by the Company, (3) a Person, that owns, directly or indirectly, 50% or more of the total value or voting power of all the outstanding stock of the Company, or (4) an entity, at least 50% of the total value or voting power of which is owned, directly or indirectly, by a Person described in subsection (iii)(B)(3). For purposes of this subsection (iii), gross fair market value means the value of the assets of the Company, or the value of the assets being disposed of, determined without regard to any liabilities associated with such assets.

For purposes of this definition, persons will be considered to be acting as a group if they are owners of a corporation that enters into a merger, consolidation, purchase or acquisition of stock, or similar business transaction with the Company.

Notwithstanding the foregoing, a transaction will not be deemed a Change in Control unless the transaction qualifies as a "change in control event" within the meaning of Section 409A.

Further and for the avoidance of doubt, a transaction will not constitute a Change in Control if: (i) its primary purpose is to change the jurisdiction of the Company's incorporation, or (ii) its primary purpose is to create a holding company that will be owned in

substantially the same proportions by the persons who held the Company's securities immediately before such transaction.

(f) "Code" means the U.S. Internal Revenue Code of 1986, as amended. Reference to a specific section of the Code or U.S. Treasury Regulation thereunder will include such section or regulation, any valid regulation or other official applicable guidance promulgated under such section, and any comparable provision of any future legislation or regulation amending, supplementing or superseding such section or regulation.

(g) "Committee" means a committee of the Board appointed in accordance with Section 14 hereof.

(h) "Common Stock" means the Class A common stock of the Company.

(i) "Company" means Ibotta, Inc., a Delaware corporation, or any successor thereto.

(j) "Compensation" includes an Eligible Employee's base straight time gross earnings but excludes payments for commissions, incentive compensation, bonuses, payments for overtime and shift premium, equity compensation income and other similar compensation. The Administrator, in its discretion, may, on a uniform and nondiscriminatory basis, establish a different definition of Compensation for a subsequent Offering Period.

(k) "Contributions" means the payroll deductions and other additional payments that the Company may permit to be made by a Participant to fund the exercise of options granted pursuant to the Plan.

(l) "Designated Company" means any Subsidiary or Affiliate of the Company that has been designated by the Administrator from time to time in its sole discretion as eligible to participate in the Plan. For purposes of the 423 Component, only the Company and its Subsidiaries may be Designated Companies, provided, however that at any given time, a Subsidiary that is a Designated Company under the 423 Component will not be a Designated Company under the Non-423 Component.

(m) "Director" means a member of the Board.

(n) "Eligible Employee" means any individual who is a common law employee providing services to the Company or a Designated Company and is customarily employed for at least 20 hours per week and more than 5 months in any calendar year by the Employer, or any lesser number of hours per week and/or number of months in any calendar year established by the Administrator (if required under Applicable Laws) for purposes of any separate Offering or the Non-423 Component. For purposes of the Plan, the employment relationship will be treated as continuing intact while the individual is on sick leave or other leave of absence that the Employer approves or is legally protected under Applicable Laws with respect to the Participant's participation in the Plan. Where the period of leave exceeds 3 months and the individual's right to reemployment is not guaranteed either by statute or by contract, the

employment relationship will be deemed to have terminated 3 months and 1 day following the commencement of such leave. The Administrator, in its discretion, from time to time may, prior to an Enrollment Date for all options to be granted on such Enrollment Date in an Offering, determine (for each Offering under the 423 Component, on a uniform and nondiscriminatory basis or as otherwise permitted by U.S. Treasury Regulation Section 1.423-2) that the definition of Eligible Employee will or will not include an individual if he or she: (i) has not completed at least 2 years of service since his or her last hire date (or such lesser period of time as may be determined by the Administrator in its discretion), (ii) customarily works not more than 20 hours per week (or such lesser period of time as may be determined by the Administrator in its discretion), (iii) customarily works not more than 5 months per calendar year (or such lesser period of time as may be determined by the Administrator in its discretion), (iv) is a highly compensated employee within the meaning of Section 414(q) of the Code, or (v) is a highly compensated employee within the meaning of Section 414(q) of the Code with compensation above a certain level or is an officer or subject to the disclosure requirements of Section 16(a) of the Exchange Act, provided the exclusion is applied with respect to each Offering under the 423 Component in an identical manner to all highly compensated individuals of the Employer whose employees are participating in that Offering. Each exclusion will be applied with respect to an Offering in a manner complying with U.S. Treasury Regulation Section 1.423-2(e)(2)(ii). Such exclusions may be applied with respect to an Offering under the Non-423 Component without regard to the limitations of U.S. Treasury Regulation Section 1.423-2.

(o) "Employer" means the employer of the applicable Eligible Employee(s).

(p) "Enrollment Date" means the first Trading Day of an Offering Period.

(q) "Exchange Act" means the U.S. Securities Exchange Act of 1934, as amended, including the rules and regulations promulgated thereunder.

(r) "Exercise Date" means the last Trading Day of the Purchase Period. Notwithstanding the foregoing, in the event that an Offering Period is terminated prior to its expiration pursuant to Section 20(a), the Administrator, in its sole discretion, may determine that any Purchase Period also terminating under such Offering Period will terminate without options being exercised on the Exercise Date that otherwise would have occurred on the last Trading Day of such Purchase Period.

(s) "Fair Market Value" means, as of any date, the value of a share of Common Stock determined as follows:

(i) For purposes of the Enrollment Date of the first Offering Period under the Plan, the Fair Market Value will be the initial price to the public as set forth in the final prospectus included within the Registration Statement.

(ii) The Fair Market Value will be the closing sales price for Common Stock on the day immediately preceding the relevant date, as quoted on any established stock exchange or national market system (including without limitation the New York Stock Exchange, Nasdaq Global Select Market, the Nasdaq Global Market or the Nasdaq Capital

Market of The Nasdaq Stock Market) on which the Common Stock is listed on the date of determination (or the closing bid, if no sales were reported), as reported in *The Wall Street Journal* or such other source as the Administrator deems reliable. If the day immediately preceding the relevant date occurs on a non-Trading Day (i.e., a weekend or holiday), the Fair Market Value will be such price on the immediately preceding Trading Day, unless otherwise determined by the Administrator; or

(iii) will be determined in good faith by the Administrator.

The determination of fair market value for purposes of tax withholding may be made in the Administrator's discretion subject to Applicable Laws and is not required to be consistent with the determination of Fair Market Value for other purposes.

(t) "Fiscal Year" means a fiscal year of the Company.

(u) "New Exercise Date" means a new Exercise Date if the Administrator shortens any Offering Period then in progress.

(v) "Offering" means an offer under the Plan of an option that may be exercised during an Offering Period as further described in Section 4. For purposes of the Plan, the Administrator may designate separate Offerings under the Plan (the terms of which need not be identical) in which Eligible Employees of one or more Employers will participate, even if the dates of the applicable Offering Periods of each such Offering are identical and the provisions of the Plan will separately apply to each Offering. To the extent permitted by U.S. Treasury Regulation Section 1.423-2(a)(1), the terms of each Offering need not be identical provided that the terms of the Plan and an Offering together satisfy U.S. Treasury Regulation Section 1.423-2(a)(2) and (a)(3).

(w) "Offering Periods" means the periods of approximately 6 months during which an option granted pursuant to the Plan may be exercised, commencing on the first Trading Day on or after May 15 and November 15 of each year and terminating on the first Trading Day on or after May 15 and November 15, approximately 6 months later; provided, however, that the first Offering Period under the Plan will commence with the first Trading Day on or after the Registration Date and will end on the first Trading Day on or after November 15, 2024, and provided, further, that the second Offering Period under the Plan will commence on the first Trading Day on or after November 15, 2024. The duration and timing of Offering Periods may be changed pursuant to Sections 4, 20 and 30.

(x) "Parent" means a "parent corporation," whether now or hereafter existing, as defined in Section 424(e) of the Code.

(y) "Participant" means an Eligible Employee that participates in the Plan.

(z) "Plan" means this Ibotta, Inc. 2024 Employee Stock Purchase Plan.

(aa) "Purchase Period" means the periods during an Offering Period during which shares of Common Stock may be purchased on a Participant's behalf in accordance with the terms of the Plan. Purchase Periods will have such duration as determined by the Administrator, commencing after one Exercise Date and ending with the next Exercise Date, except that the first Purchase Period of any Offering Period will commence on the Enrollment Date and end with the next Exercise Date. Unless the Administrator provides otherwise, a Purchase Period in an Offering Period will have the same duration as, and coincide with the length of, such Offering Period.

(bb) "Purchase Price" means an amount equal to 85% of the Fair Market Value on the Enrollment Date or on the Exercise Date, whichever is lower; provided however, that the Purchase Price may be determined for subsequent Offering Periods by the Administrator subject to compliance with Section 423 of the Code (or any successor rule or provision or any other Applicable Law, regulation or stock exchange rule) or pursuant to Section 20.

(cc) "Registration Date" means the effective date of the Registration Statement.

(dd) "Registration Statement" means the registration statement on Form S-1 filed with the Securities and Exchange Commission for the initial public offering of the Common Stock.

(ee) "Section 409A" means Section 409A of the Code and the regulations and guidance thereunder, as may be amended or modified from time to time.

(ff) "Subsidiary" means a "subsidiary corporation," whether now or hereafter existing, as defined in Section 424(f) of the Code.

(gg) "Trading Day" means a day that the primary stock exchange (or national market system, or other trading platform, as applicable) upon which the Common Stock is listed is open for trading.

(hh) "U.S. Treasury Regulations" means the Treasury Regulations of the Code. Reference to a specific Treasury Regulation or Section of the Code shall include such Treasury Regulation or Section, any valid regulation promulgated under such Section, and any comparable provision of any future legislation or regulation amending, supplementing, or superseding such Section or regulation.

3. Eligibility.

(a) First Offering Period. Any individual who is an Eligible Employee immediately prior to the first Offering Period will be automatically enrolled in the first Offering Period.

(b) Subsequent Offering Periods. Any Eligible Employee on a given Enrollment Date subsequent to the first Offering Period will be eligible to participate in the Plan, subject to the requirements of Section 5.

(c) Non-U.S. Employees. Eligible Employees who are citizens or residents of a non-U.S. jurisdiction (without regard to whether they also are citizens or residents of the United States or resident aliens (within the meaning of Section 7701(b)(1)(A) of the Code)) may be excluded from participation in the Plan or an Offering if the participation of such Eligible Employees is prohibited under the laws of the applicable jurisdiction or if complying with the laws of the applicable jurisdiction would cause the Plan or an Offering to violate Section 423 of the Code. In the case of the Non-423 Component, Eligible Employees may be excluded from participation in the Plan or an Offering if the Administrator determines that participation of such Eligible Employees is not advisable or practicable.

(d) Limitations. Any provisions of the Plan to the contrary notwithstanding, no Eligible Employee will be granted an option under the Plan (i) to the extent that, immediately after the grant, such Eligible Employee (or any other person whose stock would be attributed to such Eligible Employee pursuant to Section 424(d) of the Code) would own capital stock of the Company or any Parent or Subsidiary of the Company and/or hold outstanding options to purchase such stock possessing 5% or more of the total combined voting power or value of all classes of the capital stock of the Company or of any Parent or Subsidiary of the Company, or (ii) to the extent that his or her rights to purchase stock under all employee stock purchase plans (as defined in Section 423 of the Code) of the Company or any Parent or Subsidiary of the Company accrues at a rate, which exceeds twenty-five thousand dollars ($25,000) worth of stock (determined at the Fair Market Value of the stock at the time such option is granted) for each calendar year in which such option is outstanding at any time, as determined in accordance with Section 423 of the Code and the regulations thereunder.

4. Offering Periods. The Plan will be implemented by consecutive Offering Periods with a new Offering Period commencing on the first Trading Day on or after May 15 and November 15 each year, or on such other dates as the Administrator will determine; provided, however, that the first Offering Period under the Plan will commence with the first Trading Day on or after the Registration Date and end on the first Trading Day on or after November 15, 2024, and provided, further, that the second Offering Period under the Plan will commence on the first Trading Day on or after November 15, 2024. The Administrator will have the power to change the duration of Offering Periods (including the commencement dates thereof) with respect to future Offerings without stockholder approval if such change is announced prior to the scheduled beginning of the first Offering Period to be affected thereafter; provided, however, that no Offering Period may last more than 27 months.

5. Participation.

(a) First Offering Period. An Eligible Employee will be entitled to continue to participate in the first Offering Period pursuant to Section 3(a) only if such individual submits a subscription agreement authorizing Contributions in a form determined by the Administrator (which may be similar to the form attached hereto as Exhibit A) to the Company's designated

plan administrator (i) no earlier than the effective date of the Form S-8 registration statement with respect to the issuance of Common Stock under this Plan and (ii) no later than ten (10) business days following the effective date of such S-8 registration statement or such date as the Administrator may determine (the "Enrollment Window"). An Eligible Employee's failure to submit the subscription agreement during the Enrollment Window will result in the automatic termination of such individual's participation in the first Offering Period.

(b) Subsequent Offering Periods. An Eligible Employee may participate in the Plan pursuant to Section 3(b) by (i) submitting to the Company's stock administration office (or its designee) a properly completed subscription agreement authorizing Contributions in the form provided by the Administrator for such purpose or (ii) following an electronic or other enrollment procedure determined by the Administrator, in either case on or before a date determined by the Administrator prior to an applicable Enrollment Date.

6. Contributions.

(a) At the time a Participant enrolls in the Plan pursuant to Section 5, he or she will elect to have Contributions (in the form of payroll deductions or otherwise, to the extent permitted by the Administrator) made on each pay day during the Offering Period in an amount not exceeding 15% of the Compensation that he or she receives on the pay day; provided, however, that the last day upon which Contributions will be made with respect to any Purchase Period will be the day prior to the Exercise Date of such Purchase Period (for illustrative purposes, should a pay day occur on the same day as the Exercise Date of a Purchase Period, a Participant's Contributions with respect to such pay day will be applied to the following Purchase Period that begins on or immediately following such pay day). The Administrator, in its sole discretion, may permit all Participants in a specified Offering to contribute amounts to the Plan through payment by cash, check or other means set forth in the subscription agreement prior to each Exercise Date of each Purchase Period. A Participant's subscription agreement will remain in effect for successive Offering Periods unless terminated as provided in Section 10 hereof.

(b) In the event Contributions are made in the form of payroll deductions, such payroll deductions for a Participant will commence on the first pay day following the Enrollment Date and will end on the last pay day on or prior to the last Exercise Date of such Offering Period to which such authorization is applicable, unless sooner terminated by the Participant as provided in Section 10 hereof; provided, however, that for the first Offering Period, payroll deductions will commence on the first pay day on or following the end of the Enrollment Window.

(c) All Contributions made for a Participant will be credited to his or her account under the Plan and Contributions will be made in whole percentages of his or her Compensation only. A Participant may not make any additional payments into such account.

(d) A Participant may discontinue his or her participation in the Plan as provided under Section 10.

(e) Unless otherwise determined by the Administrator, during any Offering Period, a Participant may not increase the rate of his or her Contributions and may only decrease the rate of his or her Contributions one time and such decrease may be to a Contribution rate of 0%. A Participant may increase or decrease the rate of his or her Contributions to become effective as of the beginning of the next Offering Period.

Any such changes in a Participant's rate of Contributions requires the Participant to (1) properly complete and submit to the Company's stock administration office (or its designee) a new subscription agreement authorizing the change in Contribution rate in the form provided by the Administrator for such purpose or (2) follow an electronic or other procedure prescribed by the Administrator, in either case, on or before a date determined by the Administrator prior to an applicable Exercise Date or, with respect to changes in a Participant's rate of Contributions applicable to a future Offering Period, on or before the Enrollment Date of such Offering Period. If a Participant has not followed such procedures to change the rate of Contributions, the rate of his or her Contributions will continue at the originally elected rate throughout the Purchase Period and future Offering Periods and Purchase Periods (unless the Participant's participation is terminated as provided in Sections 10 or 11). The Administrator may, in its sole discretion, amend the nature and/or number of Contribution rate changes that may be made by Participants during any Offering Period or Purchase Period and may establish other conditions or limitations as it deems appropriate for Plan administration. Except as otherwise provided in this subsection (e), any change in the rate of Contributions made pursuant to this Section 6(e) will be effective as of the first full payroll period following 5 business days after the date on which the change is made by the Participant (unless the Administrator, in its sole discretion, elects to process a given change in payroll deduction rate more quickly).

(f) Notwithstanding the foregoing, to the extent necessary to comply with Section 423(b)(8) of the Code and Section 3(d), a Participant's Contributions may be decreased to 0% at any time during a Purchase Period. Subject to Section 423(b)(8) of the Code and Section 3(d) hereof, Contributions will recommence at the rate originally elected by the Participant effective as of the beginning of the first Purchase Period scheduled to end in the following calendar year, unless terminated by the Participant as provided in Section 10.

(g) Notwithstanding any provisions to the contrary in the Plan, the Administrator may allow Participants to participate in the Plan via cash contributions instead of payroll deductions if (i) payroll deductions are not permitted or advisable under Applicable Laws, (ii) the Administrator determines that cash contributions are permissible for Participants participating in the 423 Component and/or (iii) the Participants are participating in the Non-423 Component.

(h) At the time the option is exercised, in whole or in part, or at the time some or all of the Common Stock issued under the Plan is disposed of (or at any other time that a taxable event related to the Plan occurs), the Participant must make adequate provision for the Company's or Employer's federal, state, local or any other tax liability payable to any authority including taxes imposed by jurisdictions outside of the U.S., national insurance, social security or other tax withholding or payment on account obligations, if any, which arise upon the exercise of

the option or the disposition of the Common Stock (or any other time that a taxable event related to the Plan occurs). At any time, the Company or the Employer may, but will not be obligated to, withhold from the Participant's compensation the amount necessary for the Company or the Employer to meet applicable withholding obligations, including any withholding required to make available to the Company or the Employer any tax deductions or benefits attributable to the sale or early disposition of Common Stock by the Eligible Employee. In addition, the Company or the Employer may, but will not be obligated to, withhold from the proceeds of the sale of Common Stock or use any other method of withholding the Company or the Employer deems appropriate to the extent permitted by U.S. Treasury Regulation Section 1.423-2(f).

7. Grant of Option. On the Enrollment Date of each Offering Period, each Eligible Employee participating in such Offering Period will be granted an option to purchase on each Exercise Date during such Offering Period (at the applicable Purchase Price) up to a number of shares of Common Stock determined by dividing such Eligible Employee's Contributions accumulated prior to such Exercise Date and retained in the Eligible Employee's account as of the Exercise Date by the applicable Purchase Price; provided that in no event will an Eligible Employee be permitted to purchase during each Purchase Period more than 5,000 shares of Common Stock (subject to any adjustment pursuant to Section 19) and provided further that such purchase will be subject to the limitations set forth in Sections 3(d) and 13. The Eligible Employee may accept the grant of such option (a) with respect to the first Offering Period by submitting a properly completed subscription agreement in accordance with the requirements of Section 5 on or before the last day of the Enrollment Window, and (b) with respect to any subsequent Offering Period under the Plan, by electing to participate in the Plan in accordance with the requirements of Section 5. The Administrator may, for future Offering Periods, increase or decrease, in its absolute discretion, the maximum number of shares of Common Stock that an Eligible Employee may purchase during each Purchase Period. Exercise of the option will occur as provided in Section 8, unless the Participant has withdrawn pursuant to Section 10. The option will expire on the last day of the Offering Period.

8. Exercise of Option.

(a) Unless a Participant withdraws from the Plan as provided in Section 10, his or her option for the purchase of shares of Common Stock will be exercised automatically on each Exercise Date, and the maximum number of full shares of Common Stock subject to the option will be purchased for such Participant at the applicable Purchase Price with the accumulated Contributions from his or her account. No fractional shares of Common Stock will be purchased; any Contributions accumulated in a Participant's account, which are not sufficient to purchase a full share will be retained in the Participant's account for the subsequent Purchase Period or Offering Period, subject to earlier withdrawal by the Participant as provided in Section 10. Any other funds left over in a Participant's account after the Exercise Date will be returned to the Participant. During a Participant's lifetime, a Participant's option to purchase shares of Common Stock hereunder is exercisable only by him or her.

(b) If the Administrator determines that, on a given Exercise Date, the number of shares of Common Stock with respect to which options are to be exercised may exceed (i) the

number of shares of Common Stock that were available for sale under the Plan on the Enrollment Date of the applicable Offering Period, or (ii) the number of shares of Common Stock available for sale under the Plan on such Exercise Date, the Administrator may in its sole discretion (x) provide that the Company will make a pro rata allocation of the shares of Common Stock available for purchase on such Enrollment Date or Exercise Date, as applicable, in as uniform a manner as will be practicable and as it will determine in its sole discretion to be equitable among all Participants exercising options to purchase Common Stock on such Exercise Date, and continue all Offering Periods then in effect or (y) provide that the Company will make a pro rata allocation of the shares of Common Stock available for purchase on such Enrollment Date or Exercise Date, as applicable, in as uniform a manner as will be practicable and as it will determine in its sole discretion to be equitable among all participants exercising options to purchase Common Stock on such Exercise Date, and terminate any or all Offering Periods then in effect pursuant to Section 20. The Company may make a pro rata allocation of the shares of Common Stock available on the Enrollment Date of any applicable Offering Period pursuant to the preceding sentence, notwithstanding any authorization of additional shares for issuance under the Plan by the Company's stockholders subsequent to such Enrollment Date.

9. Delivery. As soon as reasonably practicable after each Exercise Date on which a purchase of shares of Common Stock occurs, the Company will arrange the delivery to each Participant of the shares of Common Stock purchased upon exercise of his or her option in a form determined by the Administrator (in its sole discretion) and pursuant to rules established by the Administrator. The Company may permit or require that shares be deposited directly with a broker designated by the Company or to a designated agent of the Company, and the Company may utilize electronic or automated methods of share transfer. The Company may require that shares of Common Stock be retained with such broker or agent for a designated period of time and/or may establish other procedures to permit tracking of disqualifying dispositions of such shares. No Participant will have any voting, dividend, or other stockholder rights with respect to shares of Common Stock subject to any option granted under the Plan until such shares of Common Stock have been purchased and delivered to the Participant as provided in this Section 9.

10. Withdrawal.

(a) A Participant may withdraw all but not less than all the Contributions credited to his or her account and not yet used to exercise his or her option under the Plan at any time by (i) submitting to the Company's stock administration office (or its designee) a written notice of withdrawal in the form determined by the Administrator for such purpose (which may be similar to the form attached hereto as Exhibit B), or (ii) following an electronic or other withdrawal procedure determined by the Administrator. The Administrator may set forth a deadline of when a withdrawal must occur to be effective prior to a given Exercise Date in accordance with policies it may approve from time to time. All of the Participant's Contributions credited to his or her account will be paid to such Participant as soon as administratively practicable after receipt of notice of withdrawal and such Participant's option for the Offering Period will be automatically terminated, and no further Contributions for the purchase of shares of Common Stock will be made for such Offering Period. If a Participant

withdraws from an Offering Period, Contributions will not resume at the beginning of the succeeding Offering Period, unless the Participant re-enrolls in the Plan in accordance with the provisions of Section 5.

(b) A Participant's withdrawal from an Offering Period will not have any effect on his or her eligibility to participate in any similar plan that may hereafter be adopted by the Company or in succeeding Offering Periods that commence after the termination of the Offering Period from which the Participant withdraws.

11. Termination of Employment. Upon a Participant's ceasing to be an Eligible Employee, for any reason, he or she will be deemed to have elected to withdraw from the Plan and the Contributions credited to such Participant's account during the Offering Period but not yet used to purchase shares of Common Stock under the Plan will be returned to such Participant or, in the case of his or her death, to the person or persons entitled thereto under Section 15, and such Participant's option will be automatically terminated. Unless determined otherwise by the Administrator in a manner that, with respect to an Offering under the 423 Component, is permitted by, and compliant with, Code Section 423, a Participant whose employment transfers between entities through a termination with an immediate rehire (with no break in service) by the Company or a Designated Company will not be treated as terminated under the Plan; however, if a Participant transfers from an Offering under the 423 Component to the Non-423 Component, the exercise of the option will be qualified under the 423 Component only to the extent it complies with Section 423 of the Code; further, no Participant shall be deemed to switch from an Offering under the Non-423 Component to an Offering under the 423 Component or vice versa unless (and then only to the extent) such switch would not cause the 423 Component or any option thereunder to fail to comply with Code Section 423.

12. Interest. No interest will accrue on the Contributions of a participant in the Plan, except as may be required by Applicable Law, as determined by the Company, and if so required by the laws of a particular jurisdiction, will apply to all Participants in the relevant Offering under the 423 Component, except to the extent otherwise permitted by U.S. Treasury Regulation Section 1.423-2(f).

13. Stock.

(a) Subject to adjustment upon changes in capitalization of the Company as provided in Section 19 hereof, the maximum number of shares of Common Stock that will be made available for sale under the Plan will be 715,000 shares of Common Stock. The number of shares of Common Stock available for issuance under the Plan will be increased on the first day of each Fiscal Year, beginning with the 2025 Fiscal Year, in a number of shares of Common Stock equal to the least of (i) 1,100,000 shares of Common Stock, (ii) 1% of the outstanding shares of all classes of the Company's common stock on the last day of the immediately preceding Fiscal Year, or (iii) an amount determined by the Administrator.

(b) Until the shares of Common Stock are issued (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company), a Participant will have only the rights of an unsecured creditor with respect to such

shares, and no right to vote or receive dividends or any other rights as a stockholder will exist with respect to such shares.

(c) Shares of Common Stock to be delivered to a Participant under the Plan will be registered in the name of the Participant or, if so required under Applicable Laws, in the name of the Participant and his or her spouse.

14. Administration. The Plan will be administered by the Board or a Committee appointed by the Board, which Committee will be constituted to comply with Applicable Laws. The Administrator will have full and exclusive discretionary authority to construe, interpret and apply the terms of the Plan, to delegate ministerial duties to any of the Company's employees, to designate separate Offerings under the Plan, to designate Subsidiaries and Affiliates as participating in the 423 Component or Non-423 Component, to determine eligibility, to adjudicate all disputed claims filed under the Plan and to establish such procedures that it deems necessary or advisable for the administration of the Plan (including, without limitation, to adopt such rules, procedures, sub-plans, and appendices to the subscription agreement as are necessary or appropriate to permit the participation in the Plan by employees who are foreign nationals or employed outside the U.S., the terms of which rules, procedures, sub-plans and appendices may take precedence over other provisions of this Plan, with the exception of Section 13(a) hereof, but unless otherwise superseded by the terms of such rules, procedures, sub-plan or appendix, the provisions of this Plan will govern the operation of such sub-plan or appendix). Unless otherwise determined by the Administrator, the Eligible Employees eligible to participate in each sub-plan will participate in a separate Offering under the 423 Component, or if the terms would not qualify under the 423 Component, in the Non-423 Component, in either case unless such designation would cause the 423 Component to violate the requirements of Section 423 of the Code. Without limiting the generality of the foregoing, the Administrator is specifically authorized to adopt rules and procedures regarding eligibility to participate, the definition of Compensation, handling of Contributions, making of Contributions to the Plan (including, without limitation, in forms other than payroll deductions), establishment of bank or trust accounts to hold Contributions, payment of interest, conversion of local currency, obligations to pay payroll tax, determination of beneficiary designation requirements, withholding procedures and handling of stock certificates that vary with applicable local requirements. The Administrator also is authorized to determine that, to the extent permitted by U.S. Treasury Regulation Section 1.423-2(f), the terms of an option granted under the Plan or an Offering to citizens or residents of a non-U.S. jurisdiction will be less favorable than the terms of options granted under the Plan or the same Offering to employees resident solely in the U.S. Every finding, decision, and determination made by the Administrator will, to the full extent permitted by law, be final and binding upon all parties.

15. Designation of Beneficiary.

(a) If permitted by the Administrator, a Participant may file a designation of a beneficiary who is to receive any shares of Common Stock and cash, if any, from the Participant's account under the Plan in the event of such Participant's death subsequent to an Exercise Date on which the option is exercised but prior to delivery to such Participant of such

shares and cash. In addition, if permitted by the Administrator, a Participant may file a designation of a beneficiary who is to receive any cash from the Participant's account under the Plan in the event of such Participant's death prior to exercise of the option. If a Participant is married and the designated beneficiary is not the spouse, spousal consent will be required for such designation to be effective.

(b) Such designation of beneficiary may be changed by the Participant at any time by notice in a form determined by the Administrator. In the event of the death of a Participant and in the absence of a beneficiary validly designated under the Plan who is living at the time of such Participant's death, the Company will deliver such shares and/or cash to the executor or administrator of the estate of the Participant, or if no such executor or administrator has been appointed (to the knowledge of the Company), the Company, in its discretion, may deliver such shares and/or cash to the spouse or to any one or more dependents or relatives of the Participant, or if no spouse, dependent or relative is known to the Company, then to such other person as the Company may designate.

(c) All beneficiary designations will be in such form and manner as the Administrator may designate from time to time. Notwithstanding Sections 15(a) and (b) above, the Company and/or the Administrator may decide not to permit such designations by Participants in non-U.S. jurisdictions to the extent permitted by U.S. Treasury Regulation Section 1.423-2(f).

16. Transferability. Neither Contributions credited to a Participant's account nor any rights with regard to the exercise of an option or to receive shares of Common Stock under the Plan may be assigned, transferred, pledged or otherwise disposed of in any way (other than by will, the laws of descent and distribution or as provided in Section 15 hereof) by the Participant. Any such attempt at assignment, transfer, pledge or other disposition will be without effect, except that the Company may treat such act as an election to withdraw funds from an Offering Period in accordance with Section 10 hereof.

17. Use of Funds. The Company may use all Contributions received or held by it under the Plan for any corporate purpose, and the Company will not be obligated to segregate such Contributions except under Offerings or for Participants in the Non-423 Component for which Applicable Laws require that Contributions to the Plan by Participants be segregated from the Company's general corporate funds and/or deposited with an independent third party, provided that, if such segregation or deposit with an independent third party is required by Applicable Laws, it will apply to all Participants in the relevant Offering under the 423 Component, except to the extent otherwise permitted by U.S. Treasury Regulation Section 1.423-2(f). Until shares of Common Stock are issued, Participants will have only the rights of an unsecured creditor with respect to such shares.

18. Reports. Individual accounts will be maintained for each Participant in the Plan. Statements of account will be given to participating Eligible Employees at least annually, which statements will set forth the amounts of Contributions, the Purchase Price, the number of shares of Common Stock purchased and the remaining cash balance, if any.

19. Adjustments, Dissolution, Liquidation, Merger, or Change in Control.

(a) Adjustments. In the event that any dividend or other distribution (whether in the form of cash, Common Stock, other securities, or other property), recapitalization, stock split, reverse stock split, reorganization, merger, consolidation, split-up, spin-off, combination, reclassification, repurchase, or exchange of Common Stock or other securities of the Company, or other change in the corporate structure of the Company affecting the Common Stock occurs (other than any ordinary dividends or other ordinary distributions), the Administrator, in order to prevent diminution or enlargement of the benefits or potential benefits intended to be made available under the Plan, will, in such manner as it may deem equitable, adjust the number and class of Common Stock that may be delivered under the Plan, the Purchase Price per share, the class and the number of shares of Common Stock covered by each option under the Plan that has not yet been exercised, and the numerical limits of Sections 7 and 13.

(b) Dissolution or Liquidation. In the event of the proposed dissolution or liquidation of the Company, any Offering Period then in progress will be shortened by setting a New Exercise Date and will terminate immediately prior to the consummation of such proposed dissolution or liquidation, unless provided otherwise by the Administrator. The New Exercise Date will be before the date of the Company's proposed dissolution or liquidation. The Administrator will notify each Participant in writing or electronically, prior to the New Exercise Date, that the Exercise Date for the Participant's option has been changed to the New Exercise Date and that the Participant's option will be exercised automatically on the New Exercise Date, unless prior to such date the Participant has withdrawn from the Offering Period as provided in Section 10 hereof.

(c) Merger or Change in Control. In the event of a merger or Change in Control, each outstanding option will be assumed or an equivalent option substituted by the successor corporation or a Parent or Subsidiary of the successor corporation. In the event that the successor corporation refuses to assume or substitute for the option, the Offering Period with respect to which such option relates will be shortened by setting a New Exercise Date on which such Offering Period will end. The New Exercise Date will occur before the date of the Company's proposed merger or Change in Control. The Administrator will notify each Participant in writing or electronically prior to the New Exercise Date, that the Exercise Date for the Participant's option has been changed to the New Exercise Date and that the Participant's option will be exercised automatically on the New Exercise Date, unless prior to such date the Participant has withdrawn from the Offering Period as provided in Section 10 hereof.

20. Amendment or Termination.

(a) The Administrator, in its sole discretion, may amend, suspend, or terminate the Plan, or any part thereof, at any time and for any reason. If the Plan is terminated, the Administrator, in its discretion, may elect to terminate all outstanding Offering Periods either immediately or upon completion of the purchase of shares of Common Stock on the next Exercise Date (which may be sooner than originally scheduled, if determined by the Administrator in its discretion), or may elect to permit Offering Periods to expire in accordance with their terms (and subject to any adjustment pursuant to Section 19). If the Offering Periods

are terminated prior to expiration, all amounts then credited to Participants' accounts that have not been used to purchase shares of Common Stock will be returned to the Participants (without interest thereon, except as otherwise required under Applicable Laws, as further set forth in Section 12 hereof) as soon as administratively practicable.

(b) Without stockholder consent and without limiting Section 20(a), the Administrator will be entitled to change the Offering Periods or Purchase Periods, designate separate Offerings, limit the frequency and/or number of changes in the amount withheld during an Offering Period, establish the exchange ratio applicable to amounts withheld in a currency other than U.S. dollars, permit Contributions in excess of the amount designated by a Participant in order to adjust for delays or mistakes in the Company's processing of properly completed Contribution elections, establish reasonable waiting and adjustment periods and/or accounting and crediting procedures to ensure that amounts applied toward the purchase of Common Stock for each Participant properly correspond with Contribution amounts, and establish such other limitations or procedures as the Administrator determines in its sole discretion advisable that are consistent with the Plan.

(c) In the event the Administrator determines that the ongoing operation of the Plan may result in unfavorable financial accounting consequences, the Administrator may, in its discretion and, to the extent necessary or desirable, modify, amend or terminate the Plan to reduce or eliminate such accounting consequence including, but not limited to:

(i) amending the Plan to conform with the safe harbor definition under the Financial Accounting Standards Board Accounting Standards Codification Topic 718 (or any successor thereto), including with respect to an Offering Period underway at the time;

(ii) altering the Purchase Price for any Offering Period or Purchase Period including an Offering Period or Purchase Period underway at the time of the change in Purchase Price;

(iii) shortening any Offering Period or Purchase Period by setting a New Exercise Date, including an Offering Period or Purchase Period underway at the time of the Administrator action;

(iv) reducing the maximum percentage of Compensation a Participant may elect to set aside as Contributions; and

(v) reducing the maximum number of shares of Common Stock a Participant may purchase during any Offering Period or Purchase Period.

Such modifications or amendments will not require stockholder approval or the consent of any Participants.

21. Notices. All notices or other communications by a Participant to the Company under or in connection with the Plan will be deemed to have been duly given when received in

the form and manner specified by the Company at the location, or by the person, designated by the Company for the receipt thereof.

22. Conditions Upon Issuance of Shares. Shares of Common Stock will not be issued with respect to an option unless the exercise of such option and the issuance and delivery of such shares of Common Stock pursuant thereto will comply with all applicable provisions of law, domestic or foreign, including, without limitation, the U.S. Securities Act of 1933, as amended, the Exchange Act, the rules and regulations promulgated thereunder, and the requirements of any stock exchange upon which the shares of Common Stock may then be listed, and will be further subject to the approval of counsel for the Company with respect to such compliance.

As a condition to the exercise of an option, the Company may require the person exercising such option to represent and warrant at the time of any such exercise that the shares are being purchased only for investment and without any present intention to sell or distribute such shares if, in the opinion of counsel for the Company, such a representation is required by any of the aforementioned applicable provisions of law.

23. Section 409A. The 423 Component of the Plan is intended to be exempt from the application of Section 409A, and, to the extent not exempt, is intended to comply with Section 409A and any ambiguities herein will be interpreted to so be exempt from, or comply with, Section 409A. In furtherance of the foregoing and notwithstanding any provision in the Plan to the contrary, if the Administrator determines that an option granted under the Plan may be subject to Section 409A or that any provision in the Plan would cause an option under the Plan to be subject to Section 409A, the Administrator may amend the terms of the Plan and/or of an outstanding option granted under the Plan, or take such other action the Administrator determines is necessary or appropriate, in each case, without the Participant's consent, to exempt any outstanding option or future option that may be granted under the Plan from or to allow any such options to comply with Section 409A, but only to the extent any such amendments or action by the Administrator would not violate Section 409A. Notwithstanding the foregoing, the Company and any of its Parent or Subsidiaries shall have no obligation to reimburse, indemnify, or hold harmless a Participant or any other party if the option to purchase Common Stock under the Plan that is intended to be exempt from or compliant with Section 409A is not so exempt or compliant or for any action taken by the Administrator with respect thereto. The Company makes no representation that the option to purchase Common Stock under the Plan is compliant with Section 409A.

24. Term of Plan. The Plan will become effective upon the later to occur of (a) its adoption by the Board or (b) the business day immediately prior to the Registration Date. It will continue in effect for a term of 20 years, unless sooner terminated under Section 20.

25. Stockholder Approval. The Plan will be subject to approval by the stockholders of the Company within 12 months after the date the Plan is adopted by the Board. Such stockholder approval will be obtained in the manner and to the degree required under Applicable Laws.

26. Governing Law. The Plan will be governed by, and construed in accordance with, the laws of the State of Colorado (except its choice-of-law provisions).

27. No Right to Employment. Participation in the Plan by a Participant will not be construed as giving a Participant the right to be retained as an employee of the Company or a Subsidiary or Affiliate, as applicable. Furthermore, the Company or a Subsidiary or Affiliate may dismiss a Participant from employment at any time, free from any liability or any claim under the Plan.

28. Severability. If any provision of the Plan is or becomes or is deemed to be invalid, illegal, or unenforceable for any reason in any jurisdiction or as to any Participant, such invalidity, illegality or unenforceability will not affect the remaining parts of the Plan, and the Plan will be construed and enforced as to such jurisdiction or Participant as if the invalid, illegal or unenforceable provision had not been included.

29. Compliance with Applicable Laws. The terms of this Plan are intended to comply with all Applicable Laws and will be construed accordingly.

30. Automatic Transfer to Low Price Offering Period. To the extent permitted by Applicable Laws, if the Fair Market Value on any Exercise Date in an Offering Period is lower than the Fair Market Value on the Enrollment Date of such Offering Period, then all Participants in such Offering Period automatically will be withdrawn from such Offering Period immediately after the exercise of their option on such Exercise Date and automatically re-enrolled in the immediately following Offering Period as of the first day thereof.

EXHIBIT A

IBOTTA, INC.

2024 EMPLOYEE STOCK PURCHASE PLAN

SUBSCRIPTION AGREEMENT

_____ Original Application Enrollment Date: _____

_____ Change in Payroll Deduction Rate

1. _____ hereby elects to participate in the Ibotta, Inc. 2024 Employee Stock Purchase Plan (the "Plan") and subscribes to purchase shares of the Company's Common Stock in accordance with this Subscription Agreement and the Plan. Any capitalized terms not specifically defined in this Subscription Agreement will have the meaning ascribed to them under the Plan.

2. I hereby authorize and consent to payroll deductions from each paycheck in the amount of ____% of my Compensation (from 1% to 15%); a decrease in rate may be to 0% during the Offering Period in accordance with the Plan. (Please note that no fractional percentages are permitted.)

3. I understand that, subject to the terms and conditions of the Plan:

(a) The last day upon which such deductions shall be made with respect to any Purchase Period shall be the day before the last day of such Purchase Period (for illustrative purposes, should a pay day occur on an Exercise Date of a Purchase Period, my Contributions with respect to such pay day will be applied to the following Purchase Period that begins on or immediately following such pay day); and

(b) During any Offering Period, I am permitted to decrease the rate of my Contributions only one time, and such decrease may be to 0%.

4. I understand that said payroll deductions will be accumulated for the purchase of shares of Common Stock at the applicable Purchase Price determined in accordance with the Plan. I understand that if I do not withdraw from an Offering Period, any accumulated payroll deductions will be used to automatically exercise my option and purchase Common Stock under the Plan. I further understand that if I am outside of the U.S., my payroll deductions will be converted to U.S. dollars at an exchange rate selected by the Company on the purchase date.

5. I have received a copy of the complete Plan and its accompanying prospectus. I understand that my participation in the Plan is in all respects subject to the terms of the Plan.

6. Shares of Common Stock purchased for me under the Plan should be issued in the name(s) of _____ (Eligible Employee or Eligible Employee and spouse only).

7. If I am a U.S. taxpayer, I understand that if I dispose of any shares received by me pursuant to the Plan within 2 years after the Enrollment Date (the first day of the Offering Period during which I purchased such shares) or 1 year after the Exercise Date, I will be treated for federal income tax purposes as having received ordinary income at the time of such disposition in an amount equal to the excess of the fair market value of the shares at the time such shares were purchased by me over the price that I paid for the shares. I hereby agree to notify the Company in writing within 30 days after the date of any disposition of my shares and I will make adequate provision for federal, state or other tax withholding obligations, if any, which arise upon the disposition of the Common Stock. The Company may, but will not be obligated to, withhold from my compensation the amount necessary to meet any applicable withholding obligation including any withholding necessary to make available to the Company any tax deductions or benefits attributable to sale or early disposition of Common Stock by me. If I dispose of such shares at any time after the expiration of the 2-year and 1-year holding periods, I understand that I will be treated for federal income tax purposes as having received income only at the time of such disposition, and that such income will be taxed as ordinary income only to the extent of an amount equal to the lesser of (a) the excess of the fair market value of the shares at the time of such disposition over the purchase price which I paid for the shares, or (b) 15% of the fair market value of the shares on the first day of the Offering Period. The remainder of the gain, if any, recognized on such disposition will be taxed as capital gain.

8. For employees that may be subject to tax in non U.S. jurisdictions, I acknowledge and agree that, regardless of any action taken by the Company or any Designated Company with respect to any or all income tax, social security, social insurances, National Insurance Contributions, payroll tax, fringe benefit, or other tax-related items related to my participation in the Plan and legally applicable to me including, without limitation, in connection with the grant of such options, the purchase or sale of shares of Common Stock acquired under the Plan and/or the receipt of any dividends on such shares ("Tax-Related Items"), the ultimate liability for all Tax-Related Items is and remains my responsibility and may exceed the amount actually withheld by the Company or a Designated Company. Furthermore, I acknowledge that the Company and/or any Designated Company (a) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the options under the Plan and (b) do not commit to and are under no obligation to structure the terms of the grant of options or any aspect of my participation in the Plan to reduce or eliminate my liability for Tax-Related Items or achieve any particular tax result. Further, if I have become subject to tax in more than one jurisdiction between the date of my enrollment and the date of any relevant taxable or tax withholding event, as applicable, I acknowledge that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

Prior to the purchase of shares of Common Stock under the Plan or any other relevant taxable or tax withholding event, as applicable, I agree to make adequate arrangements satisfactory to the Company and/or the applicable Designated Company to satisfy all Tax-

Related Items. In this regard, I authorize the Company and/or the applicable Designated Company, or their respective agents, at their discretion, to satisfy any applicable withholding obligations with regard to all Tax-Related Items by one or a combination of the following: (a) withholding from my wages or Compensation paid to me by the Company and/or the applicable Designated Company; or (b) withholding from proceeds of the sale of the shares of Common Stock purchased under the Plan either through a voluntary sale or through a mandatory sale arranged by the Company (on my behalf pursuant to this authorization). Depending on the withholding method, the Company may withhold or account for Tax-Related Items by considering applicable maximum withholding rates, in which case I will receive a refund of any over-withheld amount in cash and will have no entitlement to the Common Stock equivalent.

Finally, I agree to pay to the Company or the applicable Designated Company any amount of Tax-Related Items that the Company or the applicable Designated Company may be required to withhold as a result of my participation in the Plan that cannot be satisfied by the means previously described. The Company may refuse to purchase shares of Common Stock under the Plan on my behalf and/or refuse to issue or deliver the shares or the proceeds of the sale of shares if I fail to comply with my obligations in connection with the Tax-Related Items.

9. By electing to participate in the Plan, I acknowledge, understand and agree that:

(a) the Plan is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time, to the extent provided for in the Plan;

(b) all decisions with respect to future grants under the Plan, if applicable, will be at the sole discretion of the Company;

(c) the grant of options under the Plan shall not create a right to employment or be interpreted as forming or amending an employment or service contract with the Company, or any Designated Company, and shall not interfere with the ability of the Company or any Designated Company, as applicable, to terminate my employment (if any);

(d) I am voluntarily participating in the Plan;

(e) the options granted under the Plan and the shares of Common Stock underlying such options, and the income and value of same, are not intended to replace any pension rights or compensation;

(f) the options granted under the Plan and the shares of Common Stock underlying such options, and the income and value of same, are not part of my normal or expected compensation for any purpose, including, but not limited to, calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, long-service awards, pension or retirement benefits or similar payments;

(g) the future value of the shares of Common Stock offered under the Plan is unknown, indeterminable and cannot be predicted with certainty;

(h) the shares of Common Stock that I acquire under the Plan may increase or decrease in value, even below the Purchase Price;

(i) no claim or entitlement to compensation or damages shall arise from the forfeiture of options granted to me under the Plan as a result of the termination of my status as an Eligible Employee (for any reason whatsoever, and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where I am employed or the terms of my employment agreement, if any) and, in consideration of the grant of options under the Plan to which I am otherwise not entitled, I irrevocably agree never to institute a claim against the Company, or any Designated Company, waive my ability, if any, to bring such claim, and release the Company, and any Designated Company from any such claim that may arise; if, notwithstanding the foregoing, any such claim is allowed by a court of competent jurisdiction, I shall be deemed irrevocably to have agreed to not to pursue such claim and agree to execute any and all documents necessary to request dismissal or withdrawal of such claim; and

(j) in the event of the termination of my status as an Eligible Employee (for any reason whatsoever, whether or not later found to be invalid or in breach of employment laws in the jurisdiction where I am employed or the terms of my employment agreement, if any), my right to participate in the Plan and any options granted to me under the Plan, if any, will terminate effective as of the date that I am no longer actively employed by the Company or one of its Designated Companies and, in any event, will not be extended by any notice period mandated under the employment laws in the jurisdiction in which I am employed or the terms of my employment agreement, if any (*e.g.*, active employment would not include a period of "garden leave" or similar period pursuant to the employment laws in the jurisdiction in which I am employed or the terms of my employment agreement, if any); the Company shall have the exclusive discretion to determine when I am no longer actively employed for purposes of my participation in the Plan (including whether I may still be considered to be actively employed while on a leave of absence).

10. I understand that the Company and/or any Designated Company may collect, where permissible under applicable law certain personal information about me, including, but not limited to, my name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any shares of Common Stock or directorships held in the Company, details of all options granted under the Plan or any other entitlement to shares of Common Stock awarded, canceled, exercised, vested, unvested or outstanding in my favor ("Data"), for the exclusive purpose of implementing, administering and managing the Plan. I understand that Company may transfer my Data to the United States, which is not considered by the European Commission to have data protection laws equivalent to the laws in my country. I understand that the Company will transfer my Data to its designated broker, or such other stock plan service provider as may be selected by the Company in the future, which is assisting the Company with the implementation, administration and management of the Plan. I understand that the recipients of the Data may be located in the United States or elsewhere, and that a recipient's country of operation (e.g., the United States) may have different, including less stringent, data privacy laws that the European Commission or my jurisdiction does not consider to be equivalent to the protections in my country. I understand

that I may request a list with the names and addresses of any potential recipients of the Data by contacting my local human resources representative. I authorize the Company, the Company's designated broker and any other possible recipients which may assist the Company with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purpose of implementing, administering and managing my participation in the Plan. I understand that Data will be held only as long as is necessary to implement, administer and manage my participation in the Plan. I understand that that I may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing my local human resources representative. Further, I understand that I am providing the consents herein on a purely voluntary basis. If I do not consent, or if I later seek to revoke my consent, my employment status or career with the Company or any Designated Company will not be adversely affected; the only adverse consequence of refusing or withdrawing my consent is that the Company would not be able to grant me options under the Plan or other equity awards, or administer or maintain such awards. Therefore, I understand that refusing or withdrawing my consent may affect my ability to participate in the Plan. For more information on the consequences of my refusal to consent or withdrawal of consent, I understand that I may contact my local human resources representative.

If I am an employee outside the U.S., I understand that in accordance with applicable law, I have the right to access, and to request a copy of, the Data held about me. I also understand that I have the right to discontinue the collection, processing, or use of my Data, or supplement, correct, or request deletion of my Data. To exercise my rights, I may contact my local human resources representative.

I hereby explicitly and unambiguously consent to the collection, use and transfer, in electronic or other form, of my personal data as described herein and any other Plan materials by and among, as applicable, the Company and its Subsidiaries for the exclusive purpose of implementing, administering and managing my participation in the Plan. I understand that my consent will be sought and obtained for any processing or transfer of my data for any purpose other than as described in the enrollment form and any other plan materials.

11. If I have received the Subscription Agreement or any other document related to the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control, subject to applicable laws.

12. The provisions of the Subscription Agreement and these appendices are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

13. Notwithstanding any provisions in this Subscription Agreement, I understand that if I am working or resident in a country other than the United States, my participation in the Plan shall also be subject to the additional terms and conditions set forth on Appendix A and any special terms and conditions for my country set forth on Appendix A. Moreover, if I relocate to one of the countries included in Appendix A, the special terms and conditions for such country

will apply to me to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. Appendix A constitutes part of this Subscription Agreement and the provisions of this Subscription Agreement govern each Appendix (to the extent not superseded or supplemented by the terms and conditions set forth in the applicable Appendix).

14. I hereby agree to be bound by the terms of the Plan. The effectiveness of this Subscription Agreement is dependent upon my eligibility to participate in the Plan.

Employee's Social
Security Number
(for U.S.-based employees): _____

Employee's Address: _____

_____

_____

I UNDERSTAND THAT THIS SUBSCRIPTION AGREEMENT WILL REMAIN IN EFFECT THROUGHOUT SUCCESSIVE OFFERING PERIODS UNLESS TERMINATED BY ME.

Dated: _____ _____
Signature of Employee

EXHIBIT B

IBOTTA, INC.

2024 EMPLOYEE STOCK PURCHASE PLAN

NOTICE OF WITHDRAWAL

Unless otherwise defined herein, the terms defined in the 2020 Employee Stock Purchase Plan (the "Plan") shall have the same defined meanings in this Notice of Withdrawal.

The undersigned Participant in the Offering Period of the Plan that began on _____, _____ (the "Enrollment Date") hereby notifies the Company that he or she hereby withdraws from the Offering Period. He or she hereby directs the Company to pay to the undersigned as promptly as practicable all the payroll deductions credited to his or her account with respect to such Offering Period. The undersigned understands and agrees that his or her option for such Offering Period will be terminated automatically. The undersigned understands further that no further payroll deductions will be made for the purchase of shares in the current Offering Period and the undersigned will be eligible to participate in succeeding Offering Periods only by delivering to the Company a new Subscription Agreement.

Name and Address of Participant:

_____

_____

_____

Signature:

_____

Date: _____

IBOTTA, INC.

2011 EQUITY INCENTIVE PLAN

(As amended _____, 2024)

1. Purposes of the Plan. The purposes of this Plan are:

- to attract and retain the best available personnel for positions of substantial responsibility,
- to provide additional incentive to Employees, Directors and Consultants, and
- to promote the success of the Company's business.

The Plan permits the grant of Incentive Stock Options, Nonstatutory Stock Options, Stock Appreciation Rights, Restricted Stock and Restricted Stock Units.

2. Definitions. As used herein, the following definitions will apply:

(a) "Administrator" means the Board or any of its Committees as will be administering the Plan, in accordance with Section 4 of the Plan.

(b) "Applicable Laws" means the requirements relating to the administration of equity-based awards under U.S. state corporate laws, U.S. federal and state securities laws, the Code, any stock exchange or quotation system on which the Common Stock is listed or quoted and the applicable laws of any foreign country or jurisdiction where Awards are, or will be, granted under the Plan.

(c) "Award" means, individually or collectively, a grant under the Plan of Options, Stock Appreciation Rights, Restricted Stock, or Restricted Stock Units.

(d) "Award Agreement" means the written or electronic agreement setting forth the terms and provisions applicable to each Award granted under the Plan. The Award Agreement is subject to the terms and conditions of the Plan.

(e) "Board" means the Board of Directors of the Company.

(f) "Change in Control" means the occurrence of any of the following events:

(i) Change in Ownership of the Company. A change in the ownership of the Company which occurs on the date that any one person, or more than one person acting as a group ("Person"), acquires ownership of the stock of the Company that, together with the stock held by such Person, constitutes more than 50% of the total voting power of the stock of the Company, except that any change in the ownership of the stock of the Company as a result of a

private financing of the Company that is approved by the Board will not be considered a Change in Control; or

(ii) Change in Effective Control of the Company. If the Company has a class of securities registered pursuant to Section 12 of the Exchange Act, a change in the effective control of the Company which occurs on the date that a majority of members of the Board is replaced during any twelve (12) month period by Directors whose appointment or election is not endorsed by a majority of the members of the Board prior to the date of the appointment or election. For purposes of this clause (ii), if any Person is considered to be in effective control of the Company, the acquisition of additional control of the Company by the same Person will not be considered a Change in Control; or

(iii) Change in Ownership of a Substantial Portion of the Company's Assets. A change in the ownership of a substantial portion of the Company's assets which occurs on the date that any Person acquires (or has acquired during the twelve (12) month period ending on the date of the most recent acquisition by such person or persons) assets from the Company that have a total gross fair market value equal to or more than 50% of the total gross fair market value of all of the assets of the Company immediately prior to such acquisition or acquisitions. For purposes of this subsection (iii), gross fair market value means the value of the assets of the Company, or the value of the assets being disposed of, determined without regard to any liabilities associated with such assets.

For purposes of this Section 2(f), persons will be considered to be acting as a group if they are owners of a corporation that enters into a merger, consolidation, purchase or acquisition of stock, or similar business transaction with the Company.

Notwithstanding the foregoing, a transaction will not be deemed a Change in Control unless the transaction qualifies as a change in control event within the meaning of Code Section 409A, as it has been and may be amended from time to time, and any proposed or final Treasury Regulations and Internal Revenue Service guidance that has been promulgated or may be promulgated thereunder from time to time.

Further and for the avoidance of doubt, a transaction will not constitute a Change in Control if: (i) its sole purpose is to change the jurisdiction of the Company's incorporation, or (ii) its sole purpose is to create a holding company that will be owned in substantially the same proportions by the persons who held the Company's securities immediately before such transaction.

(g) "Code" means the Internal Revenue Code of 1986, as amended. Any reference to a section of the Code herein will be a reference to any successor or amended section of the Code.

(h) "Committee" means a committee of Directors or of other individuals satisfying Applicable Laws appointed by the Board, or by the compensation committee of the Board, in accordance with Section 4 hereof.

(i) "Common Stock" means the common stock of the Company.

(j) "Company" means Ibotta, Inc., a Delaware corporation, or any successor thereto.

(k) "Consultant" means any individual, including an advisor, engaged by the Company or a Parent or Subsidiary to render services to such entity. For the avoidance of doubt, the term "Consultant" shall not include any entity or any non-natural person.

(l) "Director" means a member of the Board.

(m) "Disability" means total and permanent disability as defined in Code Section 22(e)(3), provided that in the case of Awards other than Incentive Stock Options, the Administrator in its discretion may determine whether a permanent and total disability exists in accordance with uniform and non-discriminatory standards adopted by the Administrator from time to time.

(n) "Employee" means any person, including officers and Directors, employed by the Company or any Parent or Subsidiary of the Company. Neither service as a Director nor payment of a director's fee by the Company will be sufficient to constitute "employment" by the Company.

(o) "Exchange Act" means the Securities Exchange Act of 1934, as amended.

(p) "Exchange Program" means a program under which (i) outstanding Awards are surrendered or cancelled in exchange for awards of the same type (which may have higher or lower exercise prices and different terms), awards of a different type, and/or cash, (ii) Participants would have the opportunity to transfer any outstanding Awards to a financial institution or other person or entity selected by the Administrator, and/or (iii) the exercise price of an outstanding Award is reduced or increased. The Administrator will determine the terms and conditions of any Exchange Program in its sole discretion.

(q) "Fair Market Value" means, as of any date, the value of Common Stock determined as follows:

(i) If the Common Stock is listed on any established stock exchange or a national market system, including without limitation the Nasdaq Global Select Market, the Nasdaq Global Market or the Nasdaq Capital Market of The Nasdaq Stock Market, its Fair Market Value will be the closing sales price for such stock (or the closing bid, if no sales were reported) as quoted on such exchange or system on the day of determination, as reported in *The Wall Street Journal* or such other source as the Administrator deems reliable;

(i) If the Common Stock is regularly quoted by a recognized securities dealer but selling prices are not reported, the Fair Market Value of a Share will be the mean between the high bid and low asked prices for the Common Stock on the day of determination (or, if no bids and asks were reported on that date, as applicable, on the last trading date such

bids and asks were reported), as reported in *The Wall Street Journal* or such other source as the Administrator deems reliable; or

(ii) In the absence of an established market for the Common Stock, the Fair Market Value will be determined in good faith by the Administrator.

In addition, for purposes of determining the fair market value of shares for any reason other than the determination of the exercise price of Options or Stock Appreciation Rights, fair market value will be determined by the Administrator in a manner compliant with Applicable Laws and applied consistently for such purpose. The determination of fair market value for purposes of tax withholding may be made in the Administrator's sole discretion subject to Applicable Laws and is not required to be consistent with the determination of fair market value for other purposes.

(r) "Incentive Stock Option" means an Option that by its terms qualifies and is otherwise intended to qualify as an incentive stock option within the meaning of Code Section 422 and the regulations promulgated thereunder.

(s) "Nonstatutory Stock Option" means an Option that by its terms does not qualify or is not intended to qualify as an Incentive Stock Option.

(t) "Option" means a stock option granted pursuant to the Plan.

(u) "Parent" means a "parent corporation," whether now or hereafter existing, as defined in Code Section 424(e).

(v) "Participant" means the holder of an outstanding Award.

(w) "Period of Restriction" means the period during which the transfer of Shares of Restricted Stock are subject to restrictions and therefore, the Shares are subject to a substantial risk of forfeiture. Such restrictions may be based on the passage of time, the achievement of target levels of performance, or the occurrence of other events as determined by the Administrator.

(x) "Plan" means this 2011 Equity Incentive Plan.

(y) "Restricted Stock" means Shares issued pursuant to an Award of Restricted Stock under Section 8 of the Plan, or issued pursuant to the early exercise of an Option.

(z) "Restricted Stock Unit" means a bookkeeping entry representing an amount equal to the Fair Market Value of one Share, granted pursuant to Section 9. Each Restricted Stock Unit represents an unfunded and unsecured obligation of the Company.

(aa) "Service Provider" means an Employee, Director or Consultant.

(bb) "Share" means a share of the Common Stock, as adjusted in accordance with Section 13 of the Plan.

(cc) "Stock Appreciation Right" means an Award, granted alone or in connection with an Option, that pursuant to Section 7 is designated as a Stock Appreciation Right.

(dd) "Subsidiary" means a "subsidiary corporation," whether now or hereafter existing, as defined in Code Section 424(f).

3. Stock Subject to the Plan.

(a) Stock Subject to the Plan. Subject to the provisions of Section 13 of the Plan, the maximum aggregate number of Shares that may be subject to Awards and sold under the Plan is 14,957,531 Shares. The Shares may be authorized but unissued, or reacquired Common Stock.

(b) Lapsed Awards. If an Award expires or becomes unexercisable without having been exercised in full, is surrendered pursuant to an Exchange Program, or, with respect to Restricted Stock or Restricted Stock Units, is forfeited to or repurchased by the Company due to the failure to vest, the unpurchased Shares (or for Awards other than Options or Stock Appreciation Rights the forfeited or repurchased Shares) which were subject thereto will become available for future grant or sale under the Plan (unless the Plan has terminated). With respect to Stock Appreciation Rights, only Shares actually issued pursuant to a Stock Appreciation Right will cease to be available under the Plan; all remaining Shares under Stock Appreciation Rights will remain available for future grant or sale under the Plan (unless the Plan has terminated). Shares that have actually been issued under the Plan under any Award will not be returned to the Plan and will not become available for future distribution under the Plan; provided, however, that if Shares issued pursuant to Awards of Restricted Stock or Restricted Stock Units are repurchased by the Company or are forfeited to the Company due to the failure to vest, such Shares will become available for future grant under the Plan. Shares used to pay the exercise price of an Award or to satisfy the tax withholding obligations related to an Award will become available for future grant or sale under the Plan. To the extent an Award under the Plan is paid out in cash rather than Shares, such cash payment will not result in reducing the number of Shares available for issuance under the Plan. Notwithstanding the foregoing and, subject to adjustment as provided in Section 13, the maximum number of Shares that may be issued upon the exercise of Incentive Stock Options will equal the aggregate Share number stated in Section 3(a), plus, to the extent allowable under Code Section 422 and the Treasury Regulations promulgated thereunder, any Shares that become available for issuance under the Plan pursuant to Section 3(b).

(c) Share Reserve. The Company, during the term of this Plan, will at all times reserve and keep available such number of Shares as will be sufficient to satisfy the requirements of the Plan.

4. Administration of the Plan.

(a) Procedure.

(i) Multiple Administrative Bodies. Different Committees with respect to different groups of Service Providers may administer the Plan.

(ii) (Other Administration. Other than as provided above, the Plan will be administered by (A) the Board or (B) a Committee, which Committee will be constituted to satisfy Applicable Laws.

(b) Powers of the Administrator. Subject to the provisions of the Plan, and in the case of a Committee, subject to the specific duties delegated by the Board to such Committee, the Administrator will have the authority, in its discretion:

(i) to determine the Fair Market Value;

(ii) to select the Service Providers to whom Awards may be granted hereunder;

(iii) to determine the number of Shares to be covered by each Award granted hereunder;

(iv) to approve forms of Award Agreements for use under the Plan;

(v) to determine the terms and conditions, not inconsistent with the terms of the Plan, of any Award granted hereunder. Such terms and conditions include, but are not limited to, the exercise price, the time or times when Awards may be exercised (which may be based on performance criteria), any vesting acceleration or waiver of forfeiture restrictions, and any restriction or limitation regarding any Award or the Shares relating thereto, based in each case on such factors as the Administrator will determine;

(vi) to institute and determine the terms and conditions of an Exchange Program;

(vii) to construe and interpret the terms of the Plan and Awards granted pursuant to the Plan;

(viii) to prescribe, amend and rescind rules and regulations relating to the Plan, including rules and regulations relating to sub-plans established for the purpose of satisfying applicable foreign laws or for qualifying for favorable tax treatment under applicable foreign laws;

(ix) to modify or amend each Award (subject to Section 18(c) of the Plan), including but not limited to the discretionary authority to extend the post-termination exercisability period of Awards and to extend the maximum term of an Option (subject to Section 6(d));

(x) to allow Participants to satisfy withholding tax obligations in a manner prescribed in Section 14;

(xi) to authorize any person to execute on behalf of the Company any instrument required to effect the grant of an Award previously granted by the Administrator;

(xii) to allow a Participant to defer the receipt of the payment of cash or the delivery of Shares that otherwise would be due to such Participant under an Award; and

(xiii) to make all other determinations deemed necessary or advisable for administering the Plan.

(c) Effect of Administrator's Decision. The Administrator's decisions, determinations and interpretations will be final and binding on all Participants and any other holders of Awards.

5. Eligibility. Nonstatutory Stock Options, Stock Appreciation Rights, Restricted Stock, and Restricted Stock Units may be granted to Service Providers. Incentive Stock Options may be granted only to Employees.

6. Stock Options.

(a) Grant of Options. Subject to the terms and provisions of the Plan, the Administrator, at any time and from time to time, may grant Options in such amounts as the Administrator, in its sole discretion, will determine.

(b) Option Agreement. Each Award of an Option will be evidenced by an Award Agreement that will specify the exercise price, the term of the Option, the number of Shares subject to the Option, the exercise restrictions, if any, applicable to the Option, and such other terms and conditions as the Administrator, in its sole discretion, will determine.

(c) Limitations. Each Option will be designated in the Award Agreement as either an Incentive Stock Option or a Nonstatutory Stock Option. Notwithstanding such designation, however, to the extent that the aggregate Fair Market Value of the Shares with respect to which Incentive Stock Options are exercisable for the first time by the Participant during any calendar year (under all plans of the Company and any Parent or Subsidiary) exceeds one hundred thousand dollars ($100,000), such Options will be treated as Nonstatutory Stock Options. For purposes of this Section 6(c), Incentive Stock Options will be taken into account in the order in which they were granted, the Fair Market Value of the Shares will be determined as of the time the Option with respect to such Shares is granted, and calculation will be performed in accordance with Code Section 422 and Treasury Regulations promulgated thereunder.

(d) Term of Option. The term of each Option will be stated in the Award Agreement; provided, however, that the term will be no more than ten (10) years from the date of grant thereof. In the case of an Incentive Stock Option granted to a Participant who, at the time the Incentive Stock Option is granted, owns stock representing more than ten percent (10%) of

the total combined voting power of all classes of stock of the Company or any Parent or Subsidiary, the term of the Incentive Stock Option will be five (5) years from the date of grant or such shorter term as may be provided in the Award Agreement.

(e) Option Exercise Price and Consideration.

(i) Exercise Price. The per Share exercise price for the Shares to be issued pursuant to the exercise of an Option will be determined by the Administrator, but will be no less than one hundred percent (100%) of the Fair Market Value per Share on the date of grant. In addition, in the case of an Incentive Stock Option granted to an Employee who owns stock representing more than ten percent (10%) of the voting power of all classes of stock of the Company or any Parent or Subsidiary, the per Share exercise price will be no less than one hundred ten percent (110%) of the Fair Market Value per Share on the date of grant. Notwithstanding the foregoing provisions of this Section 6(e)(i), Options may be granted with a per Share exercise price of less than one hundred percent (100%) of the Fair Market Value per Share on the date of grant pursuant to a transaction described in, and in a manner consistent with, Code Section 424(a).

(ii) Waiting Period and Exercise Dates. At the time an Option is granted, the Administrator will fix the period within which the Option may be exercised and will determine any conditions that must be satisfied before the Option may be exercised.

(iii) Form of Consideration. The Administrator will determine the acceptable form of consideration for exercising an Option, including the method of payment. In the case of an Incentive Stock Option, the Administrator will determine the acceptable form of consideration at the time of grant. Such consideration may consist entirely of: (1) cash; (2) check; (3) promissory note, to the extent permitted by Applicable Laws, (4) other Shares, provided that such Shares have a Fair Market Value on the date of surrender equal to the aggregate exercise price of the Shares as to which such Option will be exercised and provided further that accepting such Shares will not result in any adverse accounting consequences to the Company, as the Administrator determines in its sole discretion; (5) consideration received by the Company under cashless exercise program (whether through a broker or otherwise) implemented by the Company in connection with the Plan; (6) by net exercise, (7) such other consideration and method of payment for the issuance of Shares to the extent permitted by Applicable Laws, or (8) any combination of the foregoing methods of payment. In making its determination as to the type of consideration to accept, the Administrator will consider if acceptance of such consideration may be reasonably expected to benefit the Company.

(f) Exercise of Option.

(i) Procedure for Exercise; Rights as a Stockholder. Any Option granted hereunder will be exercisable according to the terms of the Plan and at such times and under such conditions as determined by the Administrator and set forth in the Award Agreement. An Option may not be exercised for a fraction of a Share.

An Option will be deemed exercised when the Company receives: (i) notice of exercise (in such form as the Administrator may specify from time to time) from the person entitled to exercise the Option, and (ii) full payment for the Shares with respect to which the Option is exercised (together with applicable tax withholding). Full payment may consist of any consideration and method of payment authorized by the Administrator and permitted by the Award Agreement and the Plan. Shares issued upon exercise of an Option will be issued in the name of the Participant or, if requested by the Participant, in the name of the Participant and his or her spouse. Until the Shares are issued (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company), no right to vote or receive dividends or any other rights as a stockholder will exist with respect to the Shares subject to an Option, notwithstanding the exercise of the Option. The Company will issue (or cause to be issued) such Shares promptly after the Option is exercised. No adjustment will be made for a dividend or other right for which the record date is prior to the date the Shares are issued, except as provided in Section 13 of the Plan.

Exercising an Option in any manner will decrease the number of Shares thereafter available, both for purposes of the Plan and for sale under the Option, by the number of Shares as to which the Option is exercised.

(ii) Termination of Relationship as a Service Provider. If a Participant ceases to be a Service Provider, other than upon the Participant's termination as the result of the Participant's death or Disability, the Participant may exercise his or her Option within thirty (30) days of termination, or such longer period of time as is specified in the Award Agreement (but in no event later than the expiration of the term of such Option as set forth in the Award Agreement) to the extent that the Option is vested on the date of termination. Unless otherwise provided by the Administrator, if on the date of termination the Participant is not vested as to his or her entire Option, the Shares covered by the unvested portion of the Option will revert to the Plan. If after termination the Participant does not exercise his or her Option within the time specified by the Administrator, the Option will terminate, and the Shares covered by such Option will revert to the Plan.

(iii) Disability of Participant. If a Participant ceases to be a Service Provider as a result of the Participant's Disability, the Participant may exercise his or her Option within six (6) months of termination, or such longer period of time as is specified in the Award Agreement (but in no event later than the expiration of the term of such Option as set forth in the Award Agreement) to the extent the Option is vested on the date of termination. Unless otherwise provided by the Administrator, if on the date of termination the Participant is not vested as to his or her entire Option, the Shares covered by the unvested portion of the Option will revert to the Plan. If after termination the Participant does not exercise his or her Option within the time specified herein, the Option will terminate, and the Shares covered by such Option will revert to the Plan.

(iv) Death of Participant. If a Participant dies while a Service Provider, the Option may be exercised within six (6) months following the Participant's death, or within such longer period of time as is specified in the Award Agreement (but in no event later than the

expiration of the term of such Option as set forth in the Award Agreement) to the extent that the Option is vested on the date of death, by the Participant's designated beneficiary, provided such beneficiary has been designated prior to the Participant's death in a form acceptable to the Administrator. If no such beneficiary has been designated by the Participant, then such Option may be exercised by the personal representative of the Participant's estate or by the person(s) to whom the Option is transferred pursuant to the Participant's will or in accordance with the laws of descent and distribution. Unless otherwise provided by the Administrator, if at the time of death Participant is not vested as to his or her entire Option, the Shares covered by the unvested portion of the Option will immediately revert to the Plan. If the Option is not so exercised within the time specified herein, the Option will terminate, and the Shares covered by such Option will revert to the Plan.

7. Stock Appreciation Rights.

(a) Grant of Stock Appreciation Rights. Subject to the terms and conditions of the Plan, a Stock Appreciation Right may be granted to Service Providers at any time and from time to time as will be determined by the Administrator, in its sole discretion.

(b) Number of Shares. The Administrator will have complete discretion to determine the number of Shares subject to any Award of Stock Appreciation Rights.

(c) Exercise Price and Other Terms. The per Share exercise price for the Shares that will determine the amount of the payment to be received upon exercise of a Stock Appreciation Right as set forth in Section 7(f) will be determined by the Administrator and will be no less than one hundred percent (100%) of the Fair Market Value per Share on the date of grant. Otherwise, the Administrator, subject to the provisions of the Plan, will have complete discretion to determine the terms and conditions of Stock Appreciation Rights granted under the Plan.

(d) Stock Appreciation Right Agreement. Each Stock Appreciation Right grant will be evidenced by an Award Agreement that will specify the exercise price, the term of the Stock Appreciation Right, the conditions of exercise, and such other terms and conditions as the Administrator, in its sole discretion, will determine.

(e) Expiration of Stock Appreciation Rights. A Stock Appreciation Right granted under the Plan will expire upon the date determined by the Administrator, in its sole discretion, and set forth in the Award Agreement. Notwithstanding the foregoing, the rules of Section 6(d) relating to the maximum term and Section 6(f) relating to exercise also will apply to Stock Appreciation Rights.

(f) Payment of Stock Appreciation Right Amount. Upon exercise of a Stock Appreciation Right, a Participant will be entitled to receive payment from the Company in an amount determined by multiplying:

(i) The difference between the Fair Market Value of a Share on the date of exercise over the exercise price; times

(ii) The number of Shares with respect to which the Stock Appreciation Right is exercised.

At the discretion of the Administrator, the payment upon Stock Appreciation Right exercise may be in cash, in Shares of equivalent value, or in some combination thereof.

8. Restricted Stock.

(a) Grant of Restricted Stock. Subject to the terms and provisions of the Plan, the Administrator, at any time and from time to time, may grant Shares of Restricted Stock to Service Providers in such amounts as the Administrator, in its sole discretion, will determine.

(b) Restricted Stock Agreement. Each Award of Restricted Stock will be evidenced by an Award Agreement that will specify the Period of Restriction, the number of Shares granted, and such other terms and conditions as the Administrator, in its sole discretion, will determine. Unless the Administrator determines otherwise, the Company as escrow agent will hold Shares of Restricted Stock until the restrictions on such Shares have lapsed.

(c) Transferability. Except as provided in this Section 8 or as the Administrator determines, Shares of Restricted Stock may not be sold, transferred, pledged, assigned, or otherwise alienated or hypothecated until the end of the applicable Period of Restriction.

(d) Other Restrictions. The Administrator, in its sole discretion, may impose such other restrictions on Shares of Restricted Stock as it may deem advisable or appropriate.

(e) Removal of Restrictions. Except as otherwise provided in this Section 8, Shares of Restricted Stock covered by each Restricted Stock grant made under the Plan will be released from escrow as soon as practicable after the last day of the Period of Restriction or at such other time as the Administrator may determine. The Administrator, in its discretion, may accelerate the time at which any restrictions will lapse or be removed.

(f) Voting Rights. During the Period of Restriction, Service Providers holding Shares of Restricted Stock granted hereunder may exercise full voting rights with respect to those Shares, unless the Administrator determines otherwise.

(g) Dividends and Other Distributions. During the Period of Restriction, Service Providers holding Shares of Restricted Stock will be entitled to receive all dividends and other distributions paid with respect to such Shares, unless the Administrator provides otherwise. If any such dividends or distributions are paid in Shares, the Shares will be subject to the same restrictions on transferability and forfeitability as the Shares of Restricted Stock with respect to which they were paid.

(h) Return of Restricted Stock to Company. On the date set forth in the Award Agreement, the Restricted Stock for which restrictions have not lapsed will revert to the Company and again will become available for grant under the Plan.

9. Restricted Stock Units.

(a) Grant. Restricted Stock Units may be granted at any time and from time to time as determined by the Administrator. After the Administrator determines that it will grant Restricted Stock Units, it will advise the Participant in an Award Agreement of the terms, conditions, and restrictions related to the grant, including the number of Restricted Stock Units.

(b) Vesting Criteria and Other Terms. The Administrator will set vesting criteria in its discretion, which, depending on the extent to which the criteria are met, will determine the number of Restricted Stock Units that will be paid out to the Participant. The Administrator may set vesting criteria based upon the achievement of Company-wide, business unit, or individual goals (including, but not limited to, continued employment or service), or any other basis determined by the Administrator in its discretion.

(c) Earning Restricted Stock Units. Upon meeting the applicable vesting criteria, the Participant will be entitled to receive a payout as determined by the Administrator. Notwithstanding the foregoing, at any time after the grant of Restricted Stock Units, the Administrator, in its sole discretion, may reduce or waive any vesting criteria that must be met to receive a payout.

(d) Form and Timing of Payment. Payment of earned Restricted Stock Units will be made as soon as practicable after the date(s) determined by the Administrator and set forth in the Award Agreement. The Administrator, in its sole discretion, may settle earned Restricted Stock Units in cash, Shares, or a combination of both.

(e) Cancellation. On the date set forth in the Award Agreement, all unearned Restricted Stock Units will be forfeited to the Company.

10. Compliance With Code Section 409A. Awards will be designed and operated in such a manner that they are either exempt from the application of, or comply with, the requirements of Code Section 409A, except as otherwise determined in the sole discretion of the Administrator. The Plan and each Award Agreement under the Plan is intended to meet the requirements of Code Section 409A and will be construed and interpreted in accordance with such intent, except as otherwise determined in the sole discretion of the Administrator. To the extent that an Award or payment, or the settlement or deferral thereof, is subject to Code Section 409A the Award will be granted, paid, settled or deferred in a manner that will meet the requirements of Code Section 409A, such that the grant, payment, settlement or deferral will not be subject to the additional tax or interest applicable under Code Section 409A.

11. Leaves of Absence/Transfer Between Locations. Unless the Administrator provides otherwise, vesting of Awards granted hereunder will be suspended during any unpaid leave of absence. A Participant will not cease to be an Employee in the case of (i) any leave of absence approved by the Company or (ii) transfers between locations of the Company or between the Company, its Parent, or any Subsidiary. For purposes of Incentive Stock Options, no such leave may exceed three (3) months, unless reemployment upon expiration of such leave is guaranteed by statute or contract. If reemployment upon expiration of a leave of absence

approved by the Company is not so guaranteed, then six (6) months following the first (1st) day of such leave, any Incentive Stock Option held by the Participant will cease to be treated as an Incentive Stock Option and will be treated for tax purposes as a Nonstatutory Stock Option.

12. Limited Transferability of Awards.

(a) Unless determined otherwise by the Administrator, Awards may not be sold, pledged, assigned, hypothecated, or otherwise transferred in any manner other than by will or by the laws of descent and distribution, and may be exercised, during the lifetime of the Participant, only by the Participant. If the Administrator makes an Award transferable, such Award may only be transferred (i) by will, (ii) by the laws of descent and distribution, or (iii) as permitted by Rule 701 of the Securities Act of 1933, as amended (the "Securities Act").

(b) Further, until the Company becomes subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act, or after the Administrator determines that it is, will, or may no longer be relying upon the exemption from registration under the Exchange Act as set forth in Rule 12h-1(f) promulgated under the Exchange Act, an Option, or prior to exercise, the Shares subject to the Option, may not be pledged, hypothecated or otherwise transferred or disposed of, in any manner, including by entering into any short position, any "put equivalent position" or any "call equivalent position" (as defined in Rule 16a-1(h) and Rule 16a-1(b) of the Exchange Act, respectively), other than to (i) persons who are "family members" (as defined in Rule 701(c)(3) of the Securities Act) through gifts or domestic relations orders, or (ii) to an executor or guardian of the Participant upon the death or disability of the Participant. Notwithstanding the foregoing sentence, the Administrator, in its sole discretion, may determine to permit transfers to the Company or in connection with a Change in Control or other acquisition transactions involving the Company to the extent permitted by Rule 12h-1(f).

13. Adjustments; Dissolution or Liquidation; Merger or Change in Control.

(a) Adjustments. In the event that any dividend or other distribution (whether in the form of cash, Shares, other securities, or other property), recapitalization, stock split, reverse stock split, reorganization, merger, consolidation, split-up, spin-off, combination, repurchase, or exchange of Shares or other securities of the Company, or other change in the corporate structure of the Company affecting the Shares occurs, the Administrator, in order to prevent diminution or enlargement of the benefits or potential benefits intended to be made available under the Plan, will adjust the number and class of Shares that may be delivered under the Plan and/or the number, class, and price of Shares covered by each outstanding Award.

(b) Dissolution or Liquidation. In the event of the proposed dissolution or liquidation of the Company, the Administrator will notify each Participant as soon as practicable prior to the effective date of such proposed transaction. To the extent it has not been previously exercised, an Award will terminate immediately prior to the consummation of such proposed action.

(c) Merger or Change in Control. In the event of a merger or Change in Control, each outstanding Award will be treated as the Administrator determines (subject to the

provisions of the following paragraph) without a Participant's consent, including, without limitation, that (i) Awards will be assumed, or substantially equivalent Awards will be substituted, by the acquiring or succeeding corporation (or an affiliate thereof) with appropriate adjustments as to the number and kind of shares and prices; (ii) upon written notice to a Participant, that the Participant's Awards will terminate upon or immediately prior to the consummation of such merger or Change in Control; (iii) outstanding Awards will vest and become exercisable, realizable, or payable, or restrictions applicable to an Award will lapse, in whole or in part prior to or upon consummation of such merger or Change in Control, and, to the extent the Administrator determines, terminate upon or immediately prior to the effectiveness of such merger or Change in Control; (iv) (A) the termination of an Award in exchange for an amount of cash and/or property, if any, equal to the amount that would have been attained upon the exercise of such Award or realization of the Participant's rights as of the date of the occurrence of the transaction (and, for the avoidance of doubt, if as of the date of the occurrence of the transaction the Administrator determines in good faith that no amount would have been attained upon the exercise of such Award or realization of the Participant's rights, then such Award may be terminated by the Company without payment), or (B) the replacement of such Award with other rights or property selected by the Administrator in its sole discretion; or (v) any combination of the foregoing. In taking any of the actions permitted under this subsection 13(c), the Administrator will not be obligated to treat all Awards, all Awards held by a Participant, or all Awards of the same type, similarly.

In the event that the successor corporation does not assume or substitute for the Award (or portion thereof), the Participant will fully vest in and have the right to exercise all of his or her outstanding Options and Stock Appreciation Rights, including Shares as to which such Awards would not otherwise be vested or exercisable, all restrictions on Restricted Stock and Restricted Stock Units will lapse, and, with respect to Awards with performance-based vesting, all performance goals or other vesting criteria will be deemed achieved at one hundred percent (100%) of target levels and all other terms and conditions met. In addition, if an Option or Stock Appreciation Right is not assumed or substituted in the event of a merger or Change in Control, the Administrator will notify the Participant in writing or electronically that the Option or Stock Appreciation Right will be exercisable for a period of time determined by the Administrator in its sole discretion, and the Option or Stock Appreciation Right will terminate upon the expiration of such period.

For the purposes of this subsection 13(c), an Award will be considered assumed if, following the merger or Change in Control, the Award confers the right to purchase or receive, for each Share subject to the Award immediately prior to the merger or Change in Control, the consideration (whether stock, cash, or other securities or property) received in the merger or Change in Control by holders of Common Stock for each Share held on the effective date of the transaction (and if holders were offered a choice of consideration, the type of consideration chosen by the holders of a majority of the outstanding Shares); provided, however, that if such consideration received in the merger or Change in Control is not solely common stock of the successor corporation or its Parent, the Administrator may, with the consent of the successor corporation, provide for the consideration to be received upon the exercise of an Option or Stock Appreciation Right or upon the payout of a Restricted Stock Unit, for each Share

subject to such Award, to be solely common stock of the successor corporation or its Parent equal in fair market value to the per share consideration received by holders of Common Stock in the merger or Change in Control.

Notwithstanding anything in this Section 13(c) to the contrary, an Award that vests, is earned or paid-out upon the satisfaction of one or more performance goals will not be considered assumed if the Company or its successor modifies any of such performance goals without the Participant's consent; provided, however, a modification to such performance goals only to reflect the successor corporation's post-Change in Control corporate structure will not be deemed to invalidate an otherwise valid Award assumption.

Notwithstanding anything in this Section 13(c) to the contrary, if a payment under an Award Agreement is subject to Code Section 409A and if the change in control definition contained in the Award Agreement does not comply with the definition of "change of control" for purposes of a distribution under Code Section 409A, then any payment of an amount that is otherwise accelerated under this Section will be delayed until the earliest time that such payment would be permissible under Code Section 409A without triggering any penalties applicable under Code Section 409A.

14. Tax Withholding.

(a) Withholding Requirements. Prior to the delivery of any Shares or cash pursuant to an Award (or exercise thereof), the Company will have the power and the right to deduct or withhold, or require a Participant to remit to the Company, an amount sufficient to satisfy federal, state, local, foreign or other taxes (including the Participant's FICA obligation) required to be withheld with respect to such Award (or exercise thereof).

(b) Withholding Arrangements. The Administrator, in its sole discretion and pursuant to such procedures as it may specify from time to time, may permit a Participant to satisfy such tax withholding obligation, in whole or in part by (without limitation) (i) paying cash, check or other cash equivalents, (ii) electing to have the Company withhold otherwise deliverable cash or Shares having a fair market value equal to the minimum statutory amount required to be withheld or such greater amount as the Administrator may determine if such amount would not have adverse accounting consequences, as the Administrator determines in its sole discretion, (iii) delivering to the Company already-owned Shares having a Fair Market Value equal to the minimum statutory amount required to be withheld or such greater amount as the Administrator may determine, in each case, provided the delivery of such Shares will not result in any adverse accounting consequences, as the Administrator determines in its sole discretion, (iv) selling a sufficient number of Shares otherwise deliverable to the Participant through such means as the Administrator may determine in its sole discretion (whether through a broker or otherwise) equal to the minimum statutory amount required to be withheld or such greater amount as the Administrator may determine if such amount would not have adverse accounting consequences, as the Administrator determines in its sole discretion, (v) such other consideration and method of payment for the meeting of tax liabilities or withholding obligations as the Administrator may determine to the extent permitted by Applicable Laws, or (vi) any combination of the foregoing methods of payment. The amount of the withholding requirement

will be deemed to include any amount which the Administrator agrees may be withheld at the time the election is made, not to exceed the amount determined by using the maximum federal, state or local marginal income tax rates applicable to the Participant with respect to the Award on the date that the amount of tax to be withheld is to be determined or such greater amount as the Administrator may determine if such amount would not have adverse accounting consequences, as the Administrator determines in its sole discretion. The fair market value of the Shares to be withheld or delivered will be determined as of the date that the taxes are required to be withheld.

15. No Effect on Employment or Service. Neither the Plan nor any Award will confer upon a Participant any right with respect to continuing the Participant's relationship as a Service Provider with the Company, nor will they interfere in any way with the Participant's right or the Company's right to terminate such relationship at any time, with or without cause, to the extent permitted by Applicable Laws.

16. Date of Grant. The date of grant of an Award will be, for all purposes, the date on which the Administrator makes the determination granting such Award, or such other later date as is determined by the Administrator. Notice of the determination will be provided to each Participant within a reasonable time after the date of such grant.

17. Term of Plan. Subject to Section 21 of the Plan, the Plan will become effective upon its adoption by the Board. Unless sooner terminated under Section 18, it will continue in effect for a term of ten (10) years from the later of (a) the effective date of the Plan, or (b) the earlier of the most recent Board or stockholder approval of an increase in the number of Shares reserved for issuance under the Plan.

18. Amendment and Termination of the Plan.

(a) Amendment and Termination. The Board may at any time amend, alter, suspend or terminate the Plan.

(b) Stockholder Approval. The Company will obtain stockholder approval of any Plan amendment to the extent necessary and desirable to comply with Applicable Laws.

(c) Effect of Amendment or Termination. No amendment, alteration, suspension or termination of the Plan will impair the rights of any Participant, unless mutually agreed otherwise between the Participant and the Administrator, which agreement must be in writing and signed by the Participant and the Company. Termination of the Plan will not affect the Administrator's ability to exercise the powers granted to it hereunder with respect to Awards granted under the Plan prior to the date of such termination.

19. Conditions Upon Issuance of Shares.

(a) Legal Compliance. Shares will not be issued pursuant to the exercise of an Award unless the exercise of such Award and the issuance and delivery of such Shares will comply with Applicable Laws and will be further subject to the approval of counsel for the Company with respect to such compliance.

(b) Investment Representations. As a condition to the exercise of an Award, the Company may require the person exercising such Award to represent and warrant at the time of any such exercise that the Shares are being purchased only for investment and without any present intention to sell or distribute such Shares if, in the opinion of counsel for the Company, such a representation is required.

20. Inability to Obtain Authority. The inability of the Company to obtain authority from any regulatory body having jurisdiction, which authority is deemed by the Company's counsel to be necessary to the lawful issuance and sale of any Shares hereunder, will relieve the Company of any liability in respect of the failure to issue or sell such Shares as to which such requisite authority will not have been obtained.

21. Stockholder Approval. The Plan will be subject to approval by the stockholders of the Company within twelve (12) months after the date the Plan is adopted by the Board. Such stockholder approval will be obtained in the manner and to the degree required under Applicable Laws.

22. Information to Participants. Beginning on the earlier of (i) the date that the aggregate number of Participants under this Plan is five hundred (500) or more and the Company is relying on the exemption provided by Rule 12h-1(f)(1) under the Exchange Act and (ii) the date that the Company is required to deliver information to Participants pursuant to Rule 701 under the Securities Act, and until such time as the Company becomes subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act, is no longer relying on the exemption provided by Rule 12h-1(f)(1) under the Exchange Act or is no longer required to deliver information to Participants pursuant to Rule 701 under the Securities Act, the Company shall provide to each Participant the information described in paragraphs (e)(3), (4), and (5) of Rule 701 under the Securities Act not less frequently than every six (6) months with the financial statements being not more than 180 days old and with such information provided either by physical or electronic delivery to the Participants or by written notice to the Participants of the availability of the information on an Internet site that may be password-protected and of any password needed to access the information. The Company may request that Participants agree to keep the information to be provided pursuant to this section confidential. If a Participant does not agree to keep the information to be provided pursuant to this section confidential, then the Company will not be required to provide the information unless otherwise required pursuant to Rule 12h-1(f)(1) under the Exchange Act or Rule 701 of the Securities Act.

IBOTTA, INC.

2011 EQUITY INCENTIVE PLAN

STOCK OPTION AGREEMENT

Unless otherwise defined herein, the terms defined in the 2011 Equity Incentive Plan (the "Plan") shall have the same defined meanings in this Stock Option Agreement (the "Option Agreement").

I. NOTICE OF STOCK OPTION GRANT

Name:

Address:

The undersigned Participant has been granted an Option to purchase Common Stock of the Company, subject to the terms and conditions of the Plan and this Option Agreement, as follows:

Date of Grant:	_____
Vesting Commencement Date:	_____
Exercise Price per Share:	_____
Total Number of Shares Granted:	_____
Total Exercise Price:	_____
Type of Option:	_____
Term/Expiration Date:	_____

Vesting Schedule:

This Option shall be exercisable, in whole or in part, according to the following vesting schedule:

Termination Period:

This Option shall be exercisable for three (3) months after Participant ceases to be a Service Provider, unless such termination is due to Participant's death or Disability, in which case this Option shall be exercisable for twelve (12) months after Participant ceases to be a Service Provider. Notwithstanding the foregoing sentence, in no event may this Option be exercised after the Term/Expiration Date as provided above and this Option may be subject to earlier termination as provided in Section 13 of the Plan.

II. AGREEMENT

1. Grant of Option. The Administrator of the Company hereby grants to the Participant named in the Notice of Stock Option Grant in Part I of this Agreement ("Participant"), an option (the "Option") to purchase the number of Shares set forth in the Notice of Stock Option Grant, at the exercise price per Share set forth in the Notice of Stock Option Grant (the "Exercise Price"), and subject to the terms and conditions of the Plan, which is incorporated herein by reference. Subject to Section 18 of the Plan, in the event of a conflict between the terms and conditions of the Plan and this Option Agreement, the terms and conditions of the Plan shall prevail.

The Stock Options subject to this Stock Option Grant are intended to qualify as Incentive Stock Options ("ISO"), as defined in Section 422 of the Code. Nevertheless, to the extent that this Stock Option Grant exceeds the $100,000 rule of Code Section 422(d), that portion of this Option shall be treated as a Nonstatutory Stock Option ("NSO"). Further, if for any reason this Option (or portion thereof) shall not qualify as an ISO, then to the extent of such nonqualification, such Option (or portion thereof) shall be regarded as a NSO granted under the Plan. In no event shall the Administrator, the Company or any Parent or Subsidiary or any of their respective employees or directors have any liability to Participant (or any other person) due to the failure of the Option to qualify for any reason as an ISO.

2. Exercise of Option.

(a) Right to Exercise. This Option shall be exercisable during its term in accordance with the Vesting Schedule set out in the Notice of Stock Option Grant and with the applicable provisions of the Plan and this Option Agreement.

(b) Method of Exercise. This Option shall be exercisable by delivery of an exercise notice in the form attached as Exhibit A (the "Exercise Notice") or in a manner and pursuant to such procedures as the Administrator may determine, which shall state the election to exercise the Option, the number of Shares with respect to which the Option is being exercised (the "Exercised Shares"), and such other representations and agreements as may be required by the Company. The Exercise Notice shall be accompanied by payment of the aggregate Exercise Price as to all Exercised Shares, together with any applicable tax withholding. This Option shall be deemed to be exercised upon receipt by the Company of such fully executed Exercise Notice accompanied by the aggregate Exercise Price, together with any applicable tax withholding.

No Shares shall be issued pursuant to the exercise of an Option unless such issuance and such exercise comply with Applicable Laws. Assuming such compliance, for income tax purposes the Shares shall be considered transferred to Participant on the date on which the Option is exercised with respect to such Shares.

3. Participant's Representations. In the event the Shares have not been registered under the Securities Act of 1933, as amended (the "Securities Act"), at the time this Option is exercised, Participant shall, if required by the Company, concurrently with the exercise of all or any portion of this Option, deliver to the Company his or her Investment Representation

Statement in the form attached hereto as Exhibit B. Information and disclosures required by Rule 701, promulgated under the Securities Act, can be found in the 701 Disclosure Packet which is available in the documents section of the Shareworks participant portal. It is the participant's responsibility to read and understand this information prior to exercise.

4. Lock-Up Period. Participant hereby agrees that Participant shall not offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, any Common Stock (or other securities) of the Company or enter into any swap, hedging or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any Common Stock (or other securities) of the Company held by Participant (other than those included in the registration) for a period specified by the representative of the underwriters of Common Stock (or other securities) of the Company not to exceed one hundred and eighty (180) days following the effective date of any registration statement of the Company filed under the Securities Act (or such other period as may be requested by the Company or the underwriters to accommodate regulatory restrictions on (i) the publication or other distribution of research reports and (ii) analyst recommendations and opinions, including, but not limited to, the restrictions contained in NASD Rule 2711(f)(4) or NYSE Rule 472(f)(4), or any successor provisions or amendments thereto).

Participant agrees to execute and deliver such other agreements as may be reasonably requested by the Company or the underwriter which are consistent with the foregoing or which are necessary to give further effect thereto. In addition, if requested by the Company or the representative of the underwriters of Common Stock (or other securities) of the Company, Participant shall provide, within ten (10) days of such request, such information as may be required by the Company or such representative in connection with the completion of any public offering of the Company's securities pursuant to a registration statement filed under the Securities Act. The obligations described in this Section 4 shall not apply to a registration relating solely to employee benefit plans on Form S-1 or Form S-8 or similar forms that may be promulgated in the future, or a registration relating solely to a Commission Rule 145 transaction on Form S-4 or similar forms that may be promulgated in the future. The Company may impose stop-transfer instructions with respect to the shares of Common Stock (or other securities) subject to the foregoing restriction until the end of said one hundred and eighty (180) day (or other) period. Participant agrees that any transferee of the Option or shares acquired pursuant to the Option shall be bound by this Section 4.

5. Method of Payment. Payment of the aggregate Exercise Price shall be by any of the following, or a combination thereof, at the election of the Participant:

(a) cash;

(b) check;

(c) consideration received by the Company under a formal cashless exercise program adopted by the Company in connection with the Plan; or

(d) surrender of other Shares which (i) shall be valued at its Fair Market Value on the date of exercise, and (ii) must be owned free and clear of any liens, claims, encumbrances or security interests, if accepting such Shares, in the sole discretion of the Administrator, shall not result in any adverse accounting consequences to the Company.

6. Restrictions on Exercise. This Option may not be exercised until such time as the Plan has been approved by the stockholders of the Company, or if the issuance of such Shares upon such exercise or the method of payment of consideration for such shares would constitute a violation of any Applicable Law.

7. Non-Transferability of Option.

(a) This Option may not be transferred in any manner otherwise than by will or by the laws of descent or distribution and may be exercised during the lifetime of Participant only by Participant. The terms of the Plan and this Option Agreement shall be binding upon the executors, administrators, heirs, successors and assigns of Participant.

(b) Further, until the Company becomes subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act, or after the Administrator determines that it is, will, or may no longer be relying upon the exemption from registration of Options under the Exchange Act as set forth in Rule 12h-1(f) promulgated under the Exchange Act (the "Reliance End Date"), Participant shall not transfer this Option or, prior to exercise, the Shares subject to this Option, in any manner other than (i) to persons who are "family members" (as defined in Rule 701(c)(3) of the Securities Act) through gifts or domestic relations orders, or (ii) to an executor or guardian of Participant upon the death or disability of Participant. Until the Reliance End Date, the Options and, prior to exercise, the Shares subject to this Option, may not be pledged, hypothecated or otherwise transferred or disposed of, including by entering into any short position, any "put equivalent position" or any "call equivalent position" (as defined in Rule 16a-1(h) and Rule 16a-1(b) of the Exchange Act, respectively), other than as permitted in clauses (i) and (ii) of this paragraph.

8. Term of Option. This Option may be exercised only within the term set out in the Notice of Stock Option Grant, and may be exercised during such term only in accordance with the Plan and the terms of this Option Agreement.

9. Tax Obligations.

(a) Tax Withholding. Participant agrees to make appropriate arrangements with the Company (or the Parent or Subsidiary employing or retaining Participant) for the satisfaction of all Federal, state, local and foreign income and employment tax withholding requirements applicable to the Option exercise. Participant acknowledges and agrees that the Company may refuse to honor the exercise and refuse to deliver the Shares if such withholding amounts are not delivered at the time of exercise.

(b) Notice of Disqualifying Disposition of ISO Shares. If the Option granted to Participant herein is an ISO, and if Participant sells or otherwise disposes of any of the Shares

acquired pursuant to the ISO on or before the later of (i) the date two (2) years after the Date of Grant, or (ii) the date one (1) year after the date of exercise, Participant shall immediately notify the Company in writing of such disposition. Participant agrees that Participant may be subject to income tax withholding by the Company on the compensation income recognized by Participant.

(c) Code Section 409A. Under Code Section 409A, an Option that vests after December 31, 2004 (or that vested on or prior to such date but which was materially modified after October 3, 2004) that was granted with a per Share exercise price that is determined by the Internal Revenue Service (the "IRS") to be less than the Fair Market Value of a Share on the date of grant (a "discount option") may be considered "deferred compensation." An Option that is a "discount option" may result in (i) income recognition by Participant prior to the exercise of the Option, (ii) an additional twenty percent (20%) federal income tax, and (iii) potential penalty and interest charges. The "discount option" may also result in additional state income, penalty and interest tax to the Participant. Participant acknowledges that the Company cannot and has not guaranteed that the IRS will agree that the per Share exercise price of this Option equals or exceeds the Fair Market Value of a Share on the date of grant in a later examination. Participant agrees that if the IRS determines that the Option was granted with a per Share exercise price that was less than the Fair Market Value of a Share on the date of grant, Participant shall be solely responsible for Participant's costs related to such a determination.

10. Entire Agreement; Governing Law. The Plan is incorporated herein by reference. The Plan and this Option Agreement constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and Participant with respect to the subject matter hereof, and may not be modified adversely to the Participant's interest except by means of a writing signed by the Company and Participant. This Option Agreement is governed by the internal substantive laws but not the choice of law rules of Colorado.

11. No Guarantee of Continued Service. PARTICIPANT ACKNOWLEDGES AND AGREES THAT THE VESTING OF SHARES PURSUANT TO THE VESTING SCHEDULE HEREOF IS EARNED ONLY BY CONTINUING AS A SERVICE PROVIDER AT THE WILL OF THE COMPANY (OR THE PARENT OR SUBSIDIARY EMPLOYING OR RETAINING PARTICIPANT) AND NOT THROUGH THE ACT OF BEING HIRED, BEING GRANTED THIS OPTION OR ACQUIRING SHARES HEREUNDER. PARTICIPANT FURTHER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREUNDER AND THE VESTING SCHEDULE SET FORTH HEREIN DO NOT CONSTITUTE AN EXPRESS OR IMPLIED PROMISE OF CONTINUED ENGAGEMENT AS A SERVICE PROVIDER FOR THE VESTING PERIOD, FOR ANY PERIOD, OR AT ALL, AND SHALL NOT INTERFERE IN ANY WAY WITH PARTICIPANT'S RIGHT OR THE RIGHT OF THE COMPANY (OR THE PARENT OR SUBSIDIARY EMPLOYING OR RETAINING PARTICIPANT) TO TERMINATE PARTICIPANT'S RELATIONSHIP AS A SERVICE PROVIDER AT ANY TIME, WITH OR WITHOUT CAUSE.

Participant acknowledges receipt of a copy of the Plan and represents that he or she is familiar with the terms and provisions thereof, and hereby accepts this Option subject to all of the terms and provisions thereof. Participant has reviewed the Plan and this Option in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Option and fully understands all provisions of the Option. Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Administrator upon any questions arising under the Plan or this Option. Participant further agrees to notify the Company upon any change in the residence address indicated below.

PARTICIPANT	IBOTTA, INC.
Signature	By
Print Name	Print Name
	Title
Residence Address	

EXHIBIT A

2011 EQUITY INCENTIVE PLAN

EXERCISE NOTICE

Ibotta, Inc.
_____
_____

Attention: President

1. Exercise of Option. Effective as of today, _____, ____, the undersigned ("Participant") hereby elects to exercise Participant's option (the "Option") to purchase _____ shares of the Common Stock (the "Shares") of Ibotta, Inc. (the "Company") under and pursuant to the 2011 Equity Incentive Plan (the "Plan") and the Stock Option Agreement dated _____, ____ (the "Option Agreement").

2. Delivery of Payment. Participant herewith delivers to the Company the full purchase price of the Shares, as set forth in the Option Agreement, and any and all withholding taxes due in connection with the exercise of the Option.

3. Representations of Participant. Participant acknowledges that Participant has received, read and understood the Plan and the Option Agreement and agrees to abide by and be bound by their terms and conditions. Participant acknowledges that Participant has received, read and understood the 701 Disclosure Packet, available in the documents section of the Shareworks participant portal, which contains information and disclosures required by Rule 701 promulgated under the Securities Act.

4. Rights as Stockholder. Until the issuance of the Shares (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company), no right to vote or receive dividends or any other rights as a stockholder shall exist with respect to the Common Stock subject to an Award, notwithstanding the exercise of the Option. The Shares shall be issued to Participant as soon as practicable after the Option is exercised in accordance with the Option Agreement. No adjustment shall be made for a dividend or other right for which the record date is prior to the date of issuance except as provided in Section 13 of the Plan.

5. Company's Right of First Refusal. Before any Shares held by Participant or any transferee (either being sometimes referred to herein as the "Holder") may be sold or otherwise transferred (including transfer by gift or operation of law), the Company or its assignee(s) shall have a right of first refusal to purchase the Shares on the terms and conditions set forth in this Section 5 (the "Right of First Refusal").

(a) Notice of Proposed Transfer. The Holder of the Shares shall deliver to the Company a written notice (the "Notice") stating: (i) the Holder's bona fide intention to sell or

otherwise transfer such Shares; (ii) the name of each proposed purchaser or other transferee ("Proposed Transferee"); (iii) the number of Shares to be transferred to each Proposed Transferee; and (iv) the bona fide cash price or other consideration for which the Holder proposes to transfer the Shares (the "Offered Price"), and the Holder shall offer the Shares at the Offered Price to the Company or its assignee(s).

(b) Exercise of Right of First Refusal. At any time within thirty (30) days after receipt of the Notice, the Company and/or its assignee(s) may, by giving written notice to the Holder, elect to purchase all, but not less than all, of the Shares proposed to be transferred to any one or more of the Proposed Transferees, at the purchase price determined in accordance with subsection (c) below.

(c) Purchase Price. The purchase price ("Purchase Price") for the Shares purchased by the Company or its assignee(s) under this Section 5 shall be the Offered Price. If the Offered Price includes consideration other than cash, the cash equivalent value of the non-cash consideration shall be determined by the Board of Directors of the Company in good faith.

(d) Payment. Payment of the Purchase Price shall be made, at the option of the Company or its assignee(s), in cash (by check), by cancellation of all or a portion of any outstanding indebtedness of the Holder to the Company (or, in the case of repurchase by an assignee, to the assignee), or by any combination thereof within thirty (30) days after receipt of the Notice or in the manner and at the times set forth in the Notice.

(e) Holder's Right to Transfer. If all of the Shares proposed in the Notice to be transferred to a given Proposed Transferee are not purchased by the Company and/or its assignee(s) as provided in this Section 5, then the Holder may sell or otherwise transfer such Shares to that Proposed Transferee at the Offered Price or at a higher price, *provided* that such sale or other transfer is consummated within one hundred and twenty (120) days after the date of the Notice, that any such sale or other transfer is effected in accordance with any applicable securities laws and that the Proposed Transferee agrees in writing that the provisions of this Section 5 shall continue to apply to the Shares in the hands of such Proposed Transferee. If the Shares described in the Notice are not transferred to the Proposed Transferee within such period, a new Notice shall be given to the Company, and the Company and/or its assignees shall again be offered the Right of First Refusal before any Shares held by the Holder may be sold or otherwise transferred.

(f) Exception for Certain Family Transfers. Anything to the contrary contained in this Section 5 notwithstanding, the transfer of any or all of the Shares during the Participant's lifetime or on the Participant's death by will or intestacy to the Participant's immediate family or a trust for the benefit of the Participant's immediate family shall be exempt from the provisions of this Section 5. "Immediate Family" as used herein shall mean spouse, lineal descendant or antecedent, father, mother, brother or sister. In such case, the transferee or other recipient shall receive and hold the Shares so transferred subject to the provisions of this Section 5, and there shall be no further transfer of such Shares except in accordance with the terms of this Section 5.

(g) Termination of Right of First Refusal. The Right of First Refusal shall terminate as to any Shares upon the earlier of (i) the first sale of Common Stock of the Company to the general public, or (ii) a Change in Control in which the successor corporation has equity securities that are publicly traded.

6. Tax Consultation. Participant understands that Participant may suffer adverse tax consequences as a result of Participant's purchase or disposition of the Shares. Participant represents that Participant has consulted with any tax consultants Participant deems advisable in connection with the purchase or disposition of the Shares and that Participant is not relying on the Company for any tax advice.

7. Restrictive Legends and Stop-Transfer Orders.

(a) Legends. Participant understands and agrees that the Company shall cause the legends set forth below or legends substantially equivalent thereto, to be placed upon any certificate(s) evidencing ownership of the Shares together with any other legends that may be required by the Company or by state or federal securities laws:

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE "ACT") AND MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED UNLESS AND UNTIL REGISTERED UNDER THE ACT OR, IN THE OPINION OF COUNSEL SATISFACTORY TO THE ISSUER OF THESE SECURITIES, SUCH OFFER, SALE OR TRANSFER, PLEDGE OR HYPOTHECATION IS IN COMPLIANCE THEREWITH.

THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO CERTAIN RESTRICTIONS ON TRANSFER AND A RIGHT OF FIRST REFUSAL HELD BY THE ISSUER OR ITS ASSIGNEE(S) AS SET FORTH IN THE EXERCISE NOTICE BETWEEN THE ISSUER AND THE ORIGINAL HOLDER OF THESE SHARES, A COPY OF WHICH MAY BE OBTAINED AT THE PRINCIPAL OFFICE OF THE ISSUER. SUCH TRANSFER RESTRICTIONS AND RIGHT OF FIRST REFUSAL ARE BINDING ON TRANSFEREES OF THESE SHARES.

THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO RESTRICTIONS ON TRANSFER FOR A PERIOD OF TIME FOLLOWING THE EFFECTIVE DATE OF THE UNDERWRITTEN PUBLIC OFFERING OF THE COMPANY'S SECURITIES SET FORTH IN AN AGREEMENT BETWEEN THE ISSUER AND THE ORIGINAL HOLDER OF THESE SHARES AND MAY NOT BE SOLD OR OTHERWISE DISPOSED OF BY THE HOLDER PRIOR TO THE EXPIRATION OF SUCH PERIOD WITHOUT THE CONSENT OF THE COMPANY OR THE MANAGING UNDERWRITER.

(b) Stop-Transfer Notices. Participant agrees that, in order to ensure compliance with the restrictions referred to herein, the Company may issue appropriate "stop transfer" instructions to its transfer agent, if any, and that, if the Company transfers its own securities, it may make appropriate notations to the same effect in its own records.

(c) Refusal to Transfer. The Company shall not be required (i) to transfer on its books any Shares that have been sold or otherwise transferred in violation of any of the provisions of this Exercise Notice or (ii) to treat as owner of such Shares or to accord the right to vote or pay dividends to any purchaser or other transferee to whom such Shares shall have been so transferred.

8. Successors and Assigns. The Company may assign any of its rights under this Exercise Notice to single or multiple assignees, and this Exercise Notice shall inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer herein set forth, this Exercise Notice shall be binding upon Participant and his or her heirs, executors, administrators, successors and assigns.

9. Interpretation. Any dispute regarding the interpretation of this Exercise Notice shall be submitted by Participant or by the Company forthwith to the Administrator, which shall review such dispute at its next regular meeting. The resolution of such a dispute by the Administrator shall be final and binding on all parties.

10. Governing Law; Severability. This Exercise Notice is governed by the internal substantive laws, but not the choice of law rules, of Colorado. In the event that any provision hereof becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Exercise Notice shall continue in full force and effect.

11. Entire Agreement. The Plan and Option Agreement are incorporated herein by reference. This Exercise Notice, the Plan, the Option Agreement and the Investment Representation Statement constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and Participant with respect to the subject matter hereof, and may not be modified

adversely to the Participant's interest except by means of a writing signed by the Company and Participant.

Submitted by:

PARTICIPANT

Signature

Print Name

Address:

Accepted by:

IBOTTA, INC.

By

Print Name

Title

Address:

Date Received

EXHIBIT B

INVESTMENT REPRESENTATION STATEMENT

PARTICIPANT :

COMPANY : IBOTTA, INC.

SECURITY : COMMON STOCK

AMOUNT :

DATE :

In connection with the purchase of the above-listed Securities, the undersigned Participant represents to the Company the following:

(a) Participant is aware of the Company's business affairs and financial condition and has acquired sufficient information about the Company to reach an informed and knowledgeable decision to acquire the Securities. Participant is acquiring these Securities for investment for Participant's own account only and not with a view to, or for resale in connection with, any "distribution" thereof within the meaning of the Securities Act of 1933, as amended (the "Securities Act").

(b) Participant acknowledges and understands that the Securities constitute "restricted securities" under the Securities Act and have not been registered under the Securities Act in reliance upon a specific exemption therefrom, which exemption depends upon, among other things, the bona fide nature of Participant's investment intent as expressed herein. In this connection, Participant understands that, in the view of the Securities and Exchange Commission, the statutory basis for such exemption may be unavailable if Participant's representation was predicated solely upon a present intention to hold these Securities for the minimum capital gains period specified under tax statutes, for a deferred sale, for or until an increase or decrease in the market price of the Securities, or for a period of one (1) year or any other fixed period in the future. Participant further understands that the Securities must be held indefinitely unless they are subsequently registered under the Securities Act or an exemption from such registration is available. Participant further acknowledges and understands that the Company is under no obligation to register the Securities. Participant understands that the certificate evidencing the Securities shall be imprinted with any legend required under applicable state securities laws.

(c) Participant is familiar with the provisions of Rule 701 and Rule 144, each promulgated under the Securities Act, which, in substance, permit limited public resale of "restricted securities" acquired, directly or indirectly from the issuer thereof, in a non-public offering subject to the satisfaction of certain conditions. Rule 701 provides that if the issuer qualifies under Rule 701 at the time of the grant of the Option to Participant, the exercise shall be

exempt from registration under the Securities Act. In the event the Company becomes subject to the reporting requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, ninety (90) days thereafter (or such longer period as any market stand-off agreement may require) the Securities exempt under Rule 701 may be resold, subject to the satisfaction of the applicable conditions specified by Rule 144, including in the case of affiliates (1) the availability of certain public information about the Company, (2) the amount of Securities being sold during any three (3) month period not exceeding specified limitations, (3) the resale being made in an unsolicited "broker's transaction", transactions directly with a "market maker" or "riskless principal transactions" (as those terms are defined under the Securities Exchange Act of 1934) and (4) the timely filing of a Form 144, if applicable.

In the event that the Company does not qualify under Rule 701 at the time of grant of the Option, then the Securities may be resold in certain limited circumstances subject to the provisions of Rule 144, which may require (i) the availability of current public information about the Company; (ii) the resale to occur more than a specified period after the purchase and full payment (within the meaning of Rule 144) for the Securities; and (iii) in the case of the sale of Securities by an affiliate, the satisfaction of the conditions set forth in sections (2), (3) and (4) of the paragraph immediately above.

(d) Participant further understands that in the event all of the applicable requirements of Rule 701 or 144 are not satisfied, registration under the Securities Act, compliance with Regulation A, or some other registration exemption shall be required; and that, notwithstanding the fact that Rules 144 and 701 are not exclusive, the Staff of the Securities and Exchange Commission has expressed its opinion that persons proposing to sell private placement securities other than in a registered offering and otherwise than pursuant to Rules 144 or 701 shall have a substantial burden of proof in establishing that an exemption from registration is available for such offers or sales, and that such persons and their respective brokers who participate in such transactions do so at their own risk. Participant understands that no assurances can be given that any such other registration exemption shall be available in such event.

PARTICIPANT

_____

Signature

_____

Print Name

_____

Date

IBOTTA, INC.

2011 EQUITY INCENTIVE PLAN

RESTRICTED STOCK UNIT AWARD AGREEMENT

Unless otherwise defined herein, the terms defined in the 2011 Equity Incentive Plan (the "Plan") will have the same defined meanings in this Restricted Stock Unit Award Agreement (the "Award Agreement").

I. NOTICE OF GRANT OF RESTRICTED STOCK UNITS

Name:

Address:

The undersigned individual (the "Participant") has been granted the right to receive an Award of Restricted Stock Units, subject to the terms and conditions of the Plan and this Award Agreement, as follows:

Date of Grant	_____
Vesting Commencement Date	_____
Number of Restricted Stock Units	_____

Vesting Schedule:

Subject to any vesting acceleration provisions in the Plan and the Severance Agreement (as defined below), a Restricted Stock Unit will vest when both of the following conditions are satisfied: (i) the "Service-Based Requirement" and (ii) the "Liquidity Event Requirement" (each, as described below). For the avoidance of doubt, no vesting is able to occur unless Participant continuously remains a Service Provider through a Liquidity Event as described below even if some portion of the Service-Based Requirement has been satisfied on the date Participant's status as a Service Provider terminates prior to the occurrence of a Liquidity Event.

Service-Based Requirement

The Service-Based Requirement will be satisfied in accordance with the following schedule: [*Insert Service-Based Schedule*] (the "Original Vesting Schedule"); provided, however, that notwithstanding the foregoing, the Restricted Stock Units will not vest at all until the satisfaction of the Liquidity Event Requirement, as described below.

Liquidity Event Requirement

The Liquidity Event Requirement will be satisfied upon or following the occurrence of a Liquidity Event (as defined below), as described below:

- With respect to a Liquidity Event that is an IPO Event (as defined below), a number of Restricted Stock Units will vest on the first Quarterly Vesting Date following the IPO Event for which the Service-Based Requirement has been satisfied as of that Quarterly Vesting Date, subject to Participant continuing to be a Service Provider through the Quarterly Vesting Date. Thereafter, the Restricted Stock Units will vest when the Service-Based Requirement is satisfied in accordance with the Original Vesting Schedule.

- With respect to a Liquidity Event that is a Change in Control (as defined in the Plan), a number of Restricted Stock Units will vest immediately prior to the consummation of the Change in Control for which the Service-Based Requirement has been satisfied as of the date of the Change in Control, subject to Participant continuing to be a Service Provider through such date. To the extent this Award is assumed, substituted, or otherwise continued in a Change in Control as contemplated by Section 13(c) of the Plan, this Award will continue to vest when the Service-Based Requirement is satisfied in accordance with the Original Vesting Schedule or vest upon a qualifying termination of Participant's employment during the Change in Control Period (as defined in the Severance Agreement) pursuant to, and subject to the terms and conditions or the Severance Agreement.

Cessation of Service Provider Status

On the date Participant ceases to be a Service Provider for any or no reason, any Restricted Stock Units that have not vested as of such date (after taking into account any possible vesting acceleration that occurs at the time of such termination) or are not eligible to vest upon a Change in Control that occurs within 3 months after a qualifying termination of Participant's employment pursuant to, and subject to the terms and conditions of, the Severance Agreement will be immediately forfeited to the Company at no cost to the Company, and Participant will receive no compensation for or benefit from such Restricted Stock Units. If no Change in Control occurs within 3 months following a qualifying termination of Participant's employment under the Severance Agreement, any Restricted Stock Units that have not vested will be immediately forfeited to the Company at no cost to the Company, and Participant will receive no compensation for or benefit from such Restricted Stock Units.

Definitions

For purposes of this Award Agreement, the following terms have the following meanings:

- "Direct Listing" means the consummation of the direct listing or direct placement of the Common Stock in a publicly traded exchange, as a result of or following which the Common Stock will be publicly held and listed on a Stock Exchange.
- "IPO" means an Underwritten Offering, a Direct Listing, or a SPAC IPO.
- "IPO Event" means the expiration of the lock-up period described in Section 8 of the Award Agreement following an IPO (but in all cases, no earlier than the 90th day following an IPO).
- "Liquidity Event" means the first to occur of (i) an IPO Event or (ii) a Change in Control.
- "Quarterly Vesting Date" means the first trading day on or after each of March 1, June 1, September 1, and December 1.
- "Severance Agreement" means the Change in Control and Severance Agreement by and between Executive and the Company, as may be amended from time to time.
- "Stock Exchange" means an established stock exchange or a national market system, including without limitation the New York Stock Exchange or the Nasdaq Global Select Market, the Nasdaq Global Market or the Nasdaq Capital Market of The Nasdaq Stock Market or other reputable and internationally recognized foreign exchange.
- "SPAC IPO" means the Company's completion of a merger or consolidation with a special purpose acquisition company or its subsidiary (in either case, a "SPAC") in which the shares (or similar securities) of the surviving or parent entity are listed on a Stock Exchange.
- "Underwritten Offering" means the consummation of the first firm commitment underwritten public offering pursuant to an effective registration statement under the Securities Act, and the rules and regulations thereunder, covering the offer and sale by the Company of Common Stock, as a result of or following which the equity securities will be publicly held and listed on a Stock Exchange.

II. AGREEMENT

1. Grant of Restricted Stock Units. The Company hereby grants to the Participant named in the Notice of Grant of Restricted Stock Units in Part I of this Award Agreement (the "Notice of Grant") an Award of Restricted Stock Units, subject to the terms and conditions in this Award Agreement and the Plan, which is incorporated herein by reference. Subject to Section 18 of the Plan, in the event of a conflict between the terms and conditions of the Plan and this Award Agreement, the terms and conditions of the Plan will prevail.

2. Company's Obligation to Pay. Each Restricted Stock Unit represents the right to receive a Share on the date it vests. Unless and until the Restricted Stock Units have vested in the manner set forth in Sections 3 or 4, Participant will have no right to payment in settlement of any such Restricted Stock Units. Prior to actual payment in settlement of any vested Restricted Stock Units, such Restricted Stock Unit will represent an unsecured obligation of the Company, payable (if at all) only from the general assets of the Company.

3. Vesting Schedule. Except as provided in Section 4, and subject to Section 6, the Restricted Stock Units awarded by this Award Agreement will vest in accordance with the vesting schedule set forth in the Notice of Grant.

4. Discretionary Acceleration. The Administrator, in its discretion, may accelerate the vesting of the balance, or some lesser portion of the balance, of the unvested Restricted Stock Units at any time, subject to the terms of the Plan. If so accelerated, such Restricted Stock Units will be considered as having vested as of the date specified by the Administrator. If Participant is a U.S. taxpayer, the payment of Shares vesting pursuant to this Section 4 will in all cases be paid at a time or in a manner that is exempt from, or complies with, Section 409A. The prior sentence may be superseded in a future agreement or amendment to this Award Agreement only by direct and specific reference to such sentence.

5. Payment after Vesting. Subject to Section 11, any Restricted Stock Units that vest will be paid to Participant (or in the event of Participant's death, to his or her properly designated beneficiary or estate) in whole Shares. Subject to the provisions of the next paragraph, such vested Restricted Stock Units will be settled by payment in whole Shares as soon as practicable after vesting, but in each such case within the period ending no later than the 15th day of the 3rd month following the end of the calendar year, or if later, the end of the Company's tax year, in either case that includes the vesting date. In no event will Participant be permitted, directly or indirectly, to specify the taxable year of payment in settlement of any Restricted Stock Units under this Award Agreement.

Notwithstanding anything in the Plan, this Award Agreement to the contrary, or any other agreement (whether entered into before, on or after the Date of Grant), if the vesting of the balance, or some lesser portion of the balance, of the Restricted Stock Units is accelerated in connection with the termination of Participant's status as a Service Provider (provided that such termination is a "separation from service" within the meaning of Section 409A (as defined below), as determined by the Company), other than due to death, and if (i) Participant is a "specified employee" within the meaning of Section 409A at the time of such termination of

status as a Service Provider and (ii) the payment in settlement of such accelerated Restricted Stock Units will result in the imposition of additional tax under Section 409A if paid to Participant on or within the 6-month period following the termination of Participant's status as a Service Provider, then the payment in settlement of such accelerated Restricted Stock Units will not be made until the date 6 months and 1 day following the date of the termination of Participant's status as a Service Provider, unless the Participant dies following the termination of his or her status as a Service Provider, in which case, the Restricted Stock Units will be settled by payment in Shares to the Participant's estate as soon as practicable following his or her death. It is the intent of this Award Agreement that it and all payments and benefits to U.S. taxpayers hereunder be exempt from, or comply with, the requirements of Section 409A so that none of the Restricted Stock Units provided under this Award Agreement or Shares issuable thereunder will be subject to the additional tax imposed under Section 409A, and any ambiguities herein will be interpreted to be so exempt or so comply. Each payment payable under this Award Agreement is intended to constitute a separate payment for purposes of Treasury Regulation Section 1.409A-2(b)(2). Notwithstanding anything to the contrary in the Plan or this Award Agreement, the Company reserves the right to revise this Award Agreement as it deems necessary or advisable, in its sole discretion and without the consent of Participant, to avoid imposition of any additional tax or income recognition under Section 409A in connection with this Award of Restricted Stock Units. Nevertheless, Participant acknowledges that the Company cannot and has not guaranteed that the Internal Revenue Service (the "IRS") will agree in a later examination that the Award Agreement complies with Section 409A. Participant agrees that if the IRS determines that the Award Agreement does not comply with Section 409A, Participant will be solely responsible for Participant's costs related to such a determination. In no event will the Company reimburse Participant, or be otherwise responsible for, any taxes or costs that may be imposed on Participant as a result of Section 409A. For purposes of this Award Agreement, "Section 409A" means Section 409A of the Code, and any proposed, temporary, or final Treasury Regulations and Internal Revenue Service guidance thereunder, as each may be amended from time to time.

6. Forfeiture Upon Termination of Service Provider Status. Notwithstanding any contrary provision of the Plan, if Participant ceases to be a Service Provider for any or no reason, then except as otherwise set forth in this Award Agreement, the then-unvested Restricted Stock Units awarded by this Award Agreement will thereupon be forfeited at no cost to the Company, and Participant will have no further rights thereunder.

7. Participant's Representations. In the event the Shares have not been registered under the Securities Act of 1933, as amended (the "Securities Act"), Participant will, if required by the Company, prior to the receipt of any payment in settlement of all or any portion of this Award of Restricted Stock Units, deliver to the Company his or her Investment Representation Statement in the form attached hereto as Exhibit A.

8. Lock-Up Period. Participant hereby agrees that Participant will not offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, any Common Stock or other securities of the Company (or, in the case of a

SPAC IPO, any shares of the common stock or other share capital of the SPAC or any securities convertible into or exercisable or exchangeable, directly or indirectly, for such common stock or other share capital ("SPAC Securities")) or enter into any swap, hedging or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any Common Stock or other securities of the Company (or, in the case of a SPAC IPO, any SPAC Securities) held by Participant (other than those included in the registration) for a period specified by (i) in the case of an Underwritten Offering, the representative of the underwriters of Common Stock or other securities of the Company, (ii) in the case of a Direct Listing, the Company, or (iii) in the case of a SPAC IPO, the Company or the SPAC (the "Lock-Up Period") not to exceed 180 days following (x) in the case of an Underwritten Offering or a Direct Listing, the effective date of any registration statement of the Company filed under the Securities Act, or (y) in the case of a SPAC IPO, the closing of the SPAC IPO (or, in each case, such other period as may be requested by the Company, the SPAC, or the underwriters, as applicable, to accommodate regulatory restrictions on (A) the publication or other distribution of research reports and (B) analyst recommendations and opinions, including, but not limited to, the restrictions contained in FINRA 2241 or any successor provisions or amendments thereto).

Participant agrees to execute and deliver such other agreements as may be reasonably requested by the Company, the SPAC, or the underwriter which are consistent with the foregoing or which are necessary to give further effect thereto. In addition, if requested by the Company, the SPAC, or the representative of the underwriters, Participant will provide, within 10 days of such request, such information as may be required by the Company, the SPAC, or such representative in connection with the completion of any IPO. The obligations described in this Section 8 will not apply to a registration relating solely to employee benefit plans on Form S-1 or Form S-8 or similar forms that may be promulgated in the future, or a registration relating solely to a Commission Rule 145 transaction on Form S-4 or similar forms that may be promulgated in the future. The Company may impose stop-transfer instructions with respect to the shares of Common Stock (or other securities) subject to the foregoing restriction until the end of the Lock-Up Period. Participant agrees that any transferee of this Award of Restricted Stock Units or Shares acquired pursuant to this Award of Restricted Stock Units will be bound by this Section 8.

9. Tax Consequences. Participant has reviewed with his or her own tax advisors the federal, state, local and foreign tax consequences of this investment and the transactions contemplated by this Award Agreement. With respect to such matters, Participant relies solely on such advisors and not on any statements or representations of the Company or any of its agents, written or oral. Participant understands that Participant (and not the Company) will be responsible for Participant's own tax liability that may arise as a result of this investment or the transactions contemplated by this Award Agreement.

10. Death of Participant. Any distribution or delivery to be made to Participant under this Award Agreement will, if Participant is then deceased, be made to Participant's designated beneficiary, or if no beneficiary survives Participant, the administrator or executor of Participant's estate. Any such transferee must furnish the Company with (i) written notice of his or her status as transferee and (ii) evidence satisfactory to the Company to establish the validity of the transfer and compliance with any laws or regulations pertaining to said transfer.

11. Tax Obligations.

(a) Responsibility for Taxes. Participant acknowledges that, regardless of any action taken by the Company or, if different, Participant's employer (the "Employer"), the ultimate liability for any tax and/or social insurance liability obligations and requirements in connection with the Restricted Stock Units, including, without limitation, (i) all federal, state, local, and foreign taxes (including the Participant's Federal Insurance Contributions Act (FICA) obligation) that are required to be withheld by the Company or the Employer or other payment of tax-related items related to Participant's participation in the Plan and legally applicable to Participant, (ii) the Participant's and, to the extent required by the Company (or Employer), the Company's (or Employer's) fringe benefit tax liability, if any, associated with the grant, vesting, or exercise of the Restricted Stock Units or sale of Shares, and (iii) any other Company (or Employer) taxes the responsibility for which the Participant has, or has agreed to bear, with respect to the Restricted Stock Units (or exercise thereof or issuance of Shares thereunder) (collectively, the "Tax Obligations"), is and remains Participant's responsibility and may exceed the amount actually withheld by the Company or the Employer. Participant further acknowledges that the Company and/or the Employer (i) make no representations or undertakings regarding the treatment of any Tax Obligations in connection with any aspect of the Restricted Stock Units, including, but not limited to, the grant, vesting or settlement of the Restricted Stock Units, the subsequent sale of Shares acquired pursuant to such settlement and the receipt of any dividends or other distributions, and (ii) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the Restricted Stock Units to reduce or eliminate Participant's liability for Tax Obligations or achieve any particular tax result. Further, if Participant is subject to Tax Obligations in more than one jurisdiction between the Date of Grant and the date of any relevant taxable or tax withholding event, as applicable, Participant acknowledges that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax Obligations in more than one jurisdiction. If Participant fails to make satisfactory arrangements for the payment of any required Tax Obligations hereunder at the time of the applicable taxable event, Participant acknowledges and agrees that the Company may refuse to issue or deliver the Shares.

(b) Tax Withholding. When Shares are issued as payment for vested Restricted Stock Units, Participant generally will recognize immediate U.S. taxable income if Participant is a U.S. taxpayer. If Participant is a non-U.S. taxpayer, Participant will be subject to applicable taxes in his or her jurisdiction. On the date liability for Tax Obligations arises with respect to this Award, then such Tax Obligations will be satisfied by having the Company withhold otherwise deliverable Shares having a fair market value equal to the maximum statutory tax rate applicable to Participant for the tax jurisdiction applicable to Participant at the time the Tax Obligation arises, which will be accomplished pursuant to such procedures as the Company may specify from time to time. If Tax Obligations are not able to be satisfied in this manner, then the Administrator may permit, in its sole discretion and pursuant to such procedures as it may specify from time to time, Participant to satisfy such Tax Obligations, in whole or in part (without limitation) by (i) paying cash, (ii) electing to have the Company withhold otherwise deliverable Shares having a fair market value equal to the minimum amount required to be withheld (or such higher amount as the Administrator determines would not result in adverse

financial accounting consequences to the Company as the Administrator determines in its sole discretion), (iii) delivering to the Company already vested and owned Shares having a fair market value equal to the amount required to be withheld, or (iv) selling a sufficient number of such Shares otherwise deliverable to Participant through such means as the Company may determine in its sole discretion (whether through a broker or otherwise) equal to the amount required to be withheld. If Participant fails to make satisfactory arrangements for the payment of any required tax withholding obligations hereunder at the time any applicable Restricted Stock Units otherwise are scheduled to vest pursuant to Sections 3 or 4, Participant will permanently forfeit such Restricted Stock Units and any right to receive Shares thereunder and the Restricted Stock Units will be returned to the Company at no cost to the Company.

12. Rights as Stockholder. Neither Participant nor any person claiming under or through Participant will have any of the rights or privileges of a stockholder of the Company in respect of any Shares deliverable hereunder unless and until certificates representing such Shares will have been issued, recorded on the records of the Company or its transfer agents or registrars, and delivered to Participant. After such issuance, recordation, and delivery, Participant will have all the rights of a stockholder of the Company with respect to voting such Shares and receipt of dividends and distributions on such Shares.

13. No Guarantee of Continued Service. PARTICIPANT ACKNOWLEDGES AND AGREES THAT THE VESTING OF THE RESTRICTED STOCK UNITS PURSUANT TO THE VESTING SCHEDULE HEREOF IS EARNED ONLY BY CONTINUING AS A SERVICE PROVIDER AT THE WILL OF THE COMPANY (OR THE PARENT OR SUBSIDIARY EMPLOYING OR RETAINING PARTICIPANT) AND NOT THROUGH THE ACT OF BEING HIRED, BEING GRANTED THIS AWARD OF RESTRICTED STOCK UNITS OR ACQUIRING SHARES HEREUNDER. PARTICIPANT FURTHER ACKNOWLEDGES AND AGREES THAT THIS AWARD AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREUNDER AND THE VESTING SCHEDULE SET FORTH HEREIN DO NOT CONSTITUTE AN EXPRESS OR IMPLIED PROMISE OF CONTINUED ENGAGEMENT AS A SERVICE PROVIDER FOR THE VESTING PERIOD, FOR ANY PERIOD, OR AT ALL, AND WILL NOT INTERFERE IN ANY WAY WITH PARTICIPANT'S RIGHT OR THE RIGHT OF THE COMPANY (OR THE PARENT OR SUBSIDIARY EMPLOYING OR RETAINING PARTICIPANT) TO TERMINATE PARTICIPANT'S RELATIONSHIP AS A SERVICE PROVIDER AT ANY TIME, WITH OR WITHOUT CAUSE.

14. Grant is Not Transferable. Except to the limited extent provided in Section 10, this Award and the rights and privileges conferred hereby will not be transferred, assigned, pledged or hypothecated in any way (whether by operation of law or otherwise) and will not be subject to sale under execution, attachment or similar process. Upon any attempt to transfer, assign, pledge, hypothecate or otherwise dispose of this Award or any right or privilege conferred hereby or upon any attempted sale under any execution, attachment or similar process, this Award and the rights and privileges conferred hereby immediately will become null and void.

15. Company's Right of First Refusal. Before any Shares acquired pursuant to this Award of Restricted Stock Units that are held by Participant or any transferee (either being sometimes referred to herein as the "Holder") may be sold or otherwise transferred (including transfer by gift or operation of law), the Company or its assignee(s) will have a right of first refusal to purchase the Shares on the terms and conditions set forth in this Section 15 (the "Right of First Refusal").

(a) Notice of Proposed Transfer. The Holder of such Shares will deliver to the Company a written notice (the "Notice") stating: (i) the Holder's bona fide intention to sell or otherwise transfer the Shares; (ii) the name of each proposed purchaser or other transferee ("Proposed Transferee"); (iii) the number of Shares to be transferred to each Proposed Transferee; and (iv) the bona fide cash price or other consideration for which the Holder proposes to transfer the Shares (the "Offered Price"), and the Holder will offer the Shares at the Offered Price to the Company or its assignee(s).

(b) Exercise of Right of First Refusal. At any time within 30 days after receipt of the Notice, the Company and/or its assignee(s) may, by giving written notice to the Holder, elect to purchase all, but not less than all, of the Shares proposed to be transferred to any one or more of the Proposed Transferees, at the purchase price determined in accordance with subsection (c) below.

(c) Purchase Price. The purchase price for the Shares purchased by the Company or its assignee(s) under this Section 15 (the "Purchase Price") will be the Offered Price. If the Offered Price includes consideration other than cash, the cash equivalent value of the non-cash consideration will be determined by the Board in good faith.

(d) Payment. Payment of the Purchase Price will be made, at the option of the Company or its assignee(s), in cash (by check), by cancellation of all or a portion of any outstanding indebtedness of the Holder to the Company (or, in the case of repurchase by an assignee, to the assignee), or by any combination thereof within 30 days after receipt of the Notice or in the manner and at the times set forth in the Notice.

(e) Holder's Right to Transfer. If all of the Shares proposed in the Notice to be transferred to a given Proposed Transferee are not purchased by the Company and/or its assignee(s) as provided in this Section 15, then the Holder may sell or otherwise transfer such Shares to that Proposed Transferee at the Offered Price or at a higher price, *provided* that such sale or other transfer is consummated within 120 days after the date of the Notice, that any such sale or other transfer is effected in accordance with any applicable securities laws and that the Proposed Transferee agrees in writing that the provisions of this Section 15 will continue to apply to the Shares in the hands of such Proposed Transferee. If the Shares described in the Notice are not transferred to the Proposed Transferee within such period, a new Notice will be given to the Company, and the Company and/or its assignees will again be offered the Right of First Refusal before any Shares held by the Holder may be sold or otherwise transferred.

(f) Exception for Certain Family Transfers. Anything to the contrary contained in this Section 15 notwithstanding, the transfer of any or all of the Shares during

Participant's lifetime or on Participant's death by will or intestacy to Participant's Immediate Family (as defined below) or a trust for the benefit of Participant's Immediate Family will be exempt from the provisions of this Section 15. "Immediate Family" as used herein will mean spouse, lineal descendant or antecedent, father, mother, brother or sister. In such case, the transferee or other recipient will receive and hold the Shares so transferred subject to the provisions of this Award Agreement (including, but not limited to, this Section 15), and there will be no further transfer of such Shares except in accordance with the terms of this Section 15.

(g) Termination of Right of First Refusal. The Right of First Refusal will terminate as to any Shares upon the earlier of (i) the first sale of Common Stock of the Company to the general public, or (ii) a Change in Control in which the successor corporation has equity securities that are publicly traded.

16. Restrictive Legends and Stop-Transfer Orders.

(a) Legends. Participant understands and agrees that the Company will cause the legends set forth below or legends substantially equivalent thereto, to be placed upon any certificate(s) evidencing ownership of the Shares acquired pursuant to this Award of Restricted Stock Units together with any other legends that may be required by the Company or by state or federal securities laws or other Applicable Laws:

> THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE"ACT") AND MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED UNLESS AND UNTIL REGISTERED UNDER THE ACT OR, IN THE OPINION OF COUNSEL SATISFACTORY TO THE ISSUER OF THESE SECURITIES, SUCH OFFER, SALE OR TRANSFER, PLEDGE OR HYPOTHECATION IS IN COMPLIANCE THEREWITH.
>
> THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO CERTAIN RESTRICTIONS ON TRANSFER AND A RIGHT OF FIRST REFUSAL HELD BY THE ISSUER OR ITS ASSIGNEE(S) AS SET FORTH IN THE RESTRICTED STOCK UNIT AWARD AGREEMENT BETWEEN THE ISSUER AND THE ORIGINAL HOLDER OF THESE SHARES, A COPY OF WHICH MAY BE OBTAINED AT THE PRINCIPAL OFFICE OF THE ISSUER. SUCH TRANSFER RESTRICTIONS AND RIGHT OF FIRST REFUSAL ARE BINDING ON TRANSFEREES OF THESE SHARES.
>
> THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO RESTRICTIONS ON TRANSFER FOR A PERIOD OF TIME FOLLOWING THE EFFECTIVE DATE OF THE UNDERWRITTEN PUBLIC OFFERING OF THE COMPANY'S SECURITIES SET FORTH IN AN AGREEMENT BETWEEN THE ISSUER AND THE ORIGINAL HOLDER OF THESE SHARES AND MAY NOT BE SOLD OR OTHERWISE DISPOSED OF BY THE HOLDER PRIOR TO THE EXPIRATION OF SUCH PERIOD WITHOUT

THE CONSENT OF THE COMPANY OR THE MANAGING UNDERWRITER.

(b) Stop-Transfer Notices. Participant agrees that, in order to ensure compliance with the restrictions referred to herein, the Company may issue appropriate "stop transfer" instructions to its transfer agent, if any, and that, if the Company transfers its own securities, it may make appropriate notations to the same effect in its own records.

(c) Refusal to Transfer. The Company will not be required (i) to transfer on its books any Shares that have been sold or otherwise transferred in violation of any of the provisions of this Award Agreement or (ii) to treat as owner of such Shares or to accord the right to vote or pay dividends to any purchaser or other transferee to whom such Shares will have been so transferred.

17. Address for Notices. Any notice to be given to the Company under the terms of this Award Agreement will be addressed to the Company at 1801 California Street, Suite 400, Denver, CO 80202, or at such other address as the Company may hereafter designate in writing.

18. Electronic Delivery. The Company may, in its sole discretion, decide to deliver any documents related to the Restricted Stock Units or future restricted stock units that may be awarded under the Plan by electronic means or request Participant's consent to participate in the Plan by electronic means. Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through any on-line or electronic system established and maintained by the Company or a third party designated by the Company.

19. No Waiver. Either party's failure to enforce any provision or provisions of this Award Agreement will not in any way be construed as a waiver of any such provision or provisions, nor prevent that party from thereafter enforcing each and every other provision of this Award Agreement. The rights granted both parties herein are cumulative and will not constitute a waiver of either party's right to assert all other legal remedies available to it under the circumstances.

20. Successors and Assigns. The Company may assign any of its rights under this Award Agreement to single or multiple assignees, and this Award Agreement will inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer herein set forth, this Award Agreement will be binding upon Participant and his or her heirs, executors, administrators, successors and assigns. The rights and obligations of Participant under this Award Agreement may only be assigned with the prior written consent of the Company.

21. Additional Conditions to Issuance of Stock. If at any time the Company will determine, in its discretion, that the listing, registration, qualification or rule compliance of the Shares upon any securities exchange or under any federal, state, or foreign law, the tax code and related regulations or under the rulings or regulations of the United States Securities and Exchange Commission or any other governmental regulatory body or the clearance, consent or approval of the United States Securities and Exchange Commission or any other governmental regulatory authority is necessary or desirable as a condition to the issuance of Shares to

Participant (or his or her estate) hereunder, such issuance will not occur unless and until such listing, registration, qualification, rule compliance, clearance, consent or approval will have been completed, effected or obtained free of any conditions not acceptable to the Company. Where the Company determines that the delivery of the payment of any Shares will violate federal securities laws or other applicable laws, the Company will defer delivery until the earliest date at which the Company reasonably anticipates that the delivery of Shares will no longer cause such violation. The Company will make all reasonable efforts to meet the requirements of any such federal or state law, other applicable law, or securities exchange and to obtain any such consent or approval of any such governmental authority.

22. Interpretation. The Administrator will have the power to interpret the Plan and this Award Agreement and to adopt such rules for the administration, interpretation and application of the Plan as are consistent therewith and to interpret or revoke any such rules (including, but not limited to, the determination of whether or not any Restricted Stock Units have vested). All actions taken and all interpretations and determinations made by the Administrator in good faith will be final and binding upon Participant, the Company and all other interested persons. Neither the Administrator nor any person acting on behalf of the Administrator will be personally liable for any action, determination or interpretation made in good faith with respect to the Plan or this Award Agreement.

23. Modifications to the Award Agreement. This Award Agreement constitutes the entire understanding of the parties on the subjects covered. Participant expressly warrants that he or she is not accepting this Award Agreement in reliance on any promises, representations, or inducements other than those contained herein. Modifications to this Award Agreement or the Plan can be made only in an express written contract executed by a duly authorized officer of the Company. Notwithstanding anything to the contrary in the Plan or this Award Agreement, the Company reserves the right to revise this Award Agreement as it deems necessary or advisable, in its sole discretion and without the consent of Participant, to comply with Section 409A or to otherwise avoid imposition of any additional tax or income recognition under Section 409A in connection to this Award of Restricted Stock Units.

24. Governing Law; Severability. This Award Agreement is governed by the internal substantive laws, but not the choice of law rules, of Colorado. In the event that any provision hereof becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Award Agreement will continue in full force and effect.

25. Entire Agreement. The Plan is incorporated herein by reference. The Plan and this Award Agreement (including the exhibits referenced herein) constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and Participant with respect to the subject matter hereof, and may not be modified adversely to the Participant's interest except by means of a writing signed by the Company and Participant.

[Signature page follows.]

Participant acknowledges receipt of a copy of the Plan, represents that he or she is familiar with the terms and provisions thereof, and hereby accepts this Award Agreement subject to all of the terms and provisions thereof. Participant has reviewed the Plan and this Award Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Award Agreement, and fully understands all provisions of this Award Agreement. Participant hereby agrees to accept as binding, conclusive, and final all decisions or interpretations of the Administrator upon any questions arising under the Plan or this Award Agreement. Participant further agrees to notify the Company upon any change in the residence address indicated below.

PARTICIPANT:	IBOTTA, INC.
Signature	By
Print Name	Title

Residence Address:

EXHIBIT A

INVESTMENT REPRESENTATION STATEMENT

PARTICIPANT	:	
COMPANY	:	IBOTTA, INC.
SECURITY	:	COMMON STOCK
AMOUNT	:	
DATE	:	

In connection with the receipt of the above-listed Securities, the undersigned Participant represents to the Company the following:

(a) Participant is aware of the Company's business affairs and financial condition and has acquired sufficient information about the Company to reach an informed and knowledgeable decision to acquire the Securities. Participant is acquiring these Securities for investment for Participant's own account only and not with a view to, or for resale in connection with, any "distribution" thereof within the meaning of the Securities Act of 1933, as amended (the "Securities Act").

(b) Participant acknowledges and understands that the Securities constitute "restricted securities" under the Securities Act and have not been registered under the Securities Act in reliance upon a specific exemption therefrom, which exemption depends upon, among other things, the bona fide nature of Participant's investment intent as expressed herein. In this connection, Participant understands that, in the view of the Securities and Exchange Commission, the statutory basis for such exemption may be unavailable if Participant's representation was predicated solely upon a present intention to hold these Securities for the minimum capital gains period specified under tax statutes, for a deferred sale, for or until an increase or decrease in the market price of the Securities, or for a period of one year or any other fixed period in the future. Participant further understands that the Securities must be held indefinitely unless they are subsequently registered under the Securities Act or an exemption from such registration is available. Participant further acknowledges and understands that the Company is under no obligation to register the Securities. Participant understands that the certificate evidencing the Securities will be imprinted with any legend required under applicable state securities laws.

(c) Participant is familiar with the provisions of Rule 701 and Rule 144, each promulgated under the Securities Act, which, in substance, permit limited public resale of "restricted securities" acquired, directly or indirectly from the issuer thereof, in a non-public offering subject to the satisfaction of certain conditions. Rule 701 provides that if the issuer

qualifies under Rule 701 at the time of the grant of the restricted stock units to Participant, the exercise will be exempt from registration under the Securities Act. In the event the Company becomes subject to the reporting requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, 90 days thereafter (or such longer period as any market stand-off agreement may require) the Securities exempt under Rule 701 may be resold, subject to the satisfaction of the applicable conditions specified by Rule 144, including in the case of affiliates (1) the availability of certain public information about the Company, (2) the amount of Securities being sold during any 3 month period not exceeding specified limitations, (3) the resale being made in an unsolicited "broker's transaction", transactions directly with a "market maker" or "riskless principal transactions" (as those terms are defined under the Securities Exchange Act of 1934) and (4) the timely filing of a Form 144, if applicable.

In the event that the Company does not qualify under Rule 701 at the time of grant of the restricted stock units, then the Securities may be resold in certain limited circumstances subject to the provisions of Rule 144, which may require (i) the availability of current public information about the Company; (ii) the resale to occur more than a specified period after the purchase and full payment (within the meaning of Rule 144) for the Securities; and (iii) in the case of the sale of Securities by an affiliate, the satisfaction of the conditions set forth in sections (2), (3) and (4) of the paragraph immediately above.

(d) Participant further understands that in the event all of the applicable requirements of Rule 701 or 144 are not satisfied, registration under the Securities Act, compliance with Regulation A, or some other registration exemption will be required; and that, notwithstanding the fact that Rules 144 and 701 are not exclusive, the Staff of the Securities and Exchange Commission has expressed its opinion that persons proposing to sell private placement securities other than in a registered offering and otherwise than pursuant to Rules 144 or 701 will have a substantial burden of proof in establishing that an exemption from registration is available for such offers or sales, and that such persons and their respective brokers who participate in such transactions do so at their own risk. Participant understands that no assurances can be given that any such other registration exemption will be available in such event.

PARTICIPANT

_____

Signature

_____

Print Name

_____

Date

IBOTTA, INC.

2011 EQUITY INCENTIVE PLAN

RESTRICTED STOCK UNIT AWARD AGREEMENT

Unless otherwise defined herein, the terms defined in the 2011 Equity Incentive Plan (the "Plan") will have the same defined meanings in this Restricted Stock Unit Award Agreement (the "Award Agreement").

I. NOTICE OF GRANT OF RESTRICTED STOCK UNITS

Name:

Address:

The undersigned individual (the "Participant") has been granted the right to receive an Award of Restricted Stock Units, subject to the terms and conditions of the Plan and this Award Agreement, as follows:

Date of Grant	_____
Vesting Commencement Date	_____
Number of Restricted Stock Units	_____

Vesting Schedule:

Subject to any vesting acceleration provisions in the Plan, a Restricted Stock Unit will vest when both of the following conditions are satisfied: (i) the "Service-Based Requirement" and (ii) the "Liquidity Event Requirement" (each, as described below). For the avoidance of doubt, no vesting is able to occur unless Participant continuously remains a Service Provider through a Liquidity Event as described below even if some portion of the Service-Based Requirement has been satisfied on the date Participant's status as a Service Provider terminates prior to the occurrence of a Liquidity Event.

Service-Based Requirement

The Service-Based Requirement will be satisfied in accordance with the following schedule: [*Insert Service-Based Schedule*] (the "Original Vesting Schedule"); provided, however, that notwithstanding the foregoing, the Restricted Stock Units will not vest at all until the satisfaction of the Liquidity Event Requirement, as described below.

Liquidity Event Requirement

The Liquidity Event Requirement will be satisfied upon or following the occurrence of a Liquidity Event (as defined below), as described below:

- With respect to a Liquidity Event that is an IPO Event (as defined below), a number of Restricted Stock Units will vest on the first Quarterly Vesting Date following the IPO Event for which the Service-Based Requirement has been satisfied as of that Quarterly Vesting Date, subject to Participant continuing to be a Service Provider through the Quarterly Vesting Date. Thereafter, the Restricted Stock Units will vest when the Service-Based Requirement is satisfied in accordance with the Original Vesting Schedule.

- With respect to a Liquidity Event that is a Change in Control (as defined in the Plan), a number of Restricted Stock Units will vest immediately prior to the consummation of the Change in Control for which the Service-Based Requirement has been satisfied as of the date of the Change in Control, subject to Participant continuing to be a Service Provider through such date. To the extent this Award is assumed, substituted, or otherwise continued in a Change in Control as contemplated by Section 13(c) of the Plan, this Award will continue to vest when the Service-Based Requirement is satisfied in accordance with the Original Vesting Schedule.

Cessation of Service Provider Status

On the date Participant ceases to be a Service Provider for any or no reason, any Restricted Stock Units that have not vested as of such date will be immediately forfeited to the Company at no cost to the Company, and Participant will receive no compensation for or benefit from such Restricted Stock Units.

Definitions

For purposes of this Award Agreement, the following terms have the following meanings:

- "Direct Listing" means the consummation of the direct listing or direct placement of the Common Stock in a publicly traded exchange, as a result of or following which the Common Stock will be publicly held and listed on a Stock Exchange.

- "IPO" means an Underwritten Offering, a Direct Listing, or a SPAC IPO.

- "IPO Event" means the expiration of the lock-up period described in Section 8 of the Award Agreement following an IPO (but in all cases, no earlier than the 90th day following an IPO).

- "Liquidity Event" means the first to occur of (i) an IPO Event or (ii) a Change in Control.
- "Quarterly Vesting Date" means the first trading day on or after each of March 1, June 1, September 1, and December 1.
- "Stock Exchange" means an established stock exchange or a national market system, including without limitation the New York Stock Exchange or the Nasdaq Global Select Market, the Nasdaq Global Market or the Nasdaq Capital Market of The Nasdaq Stock Market or other reputable and internationally recognized foreign exchange.
- "SPAC IPO" means the Company's completion of a merger or consolidation with a special purpose acquisition company or its subsidiary (in either case, a "SPAC") in which the shares (or similar securities) of the surviving or parent entity are listed on a Stock Exchange.
- "Underwritten Offering" means the consummation of the first firm commitment underwritten public offering pursuant to an effective registration statement under the Securities Act, and the rules and regulations thereunder, covering the offer and sale by the Company of Common Stock, as a result of or following which the equity securities will be publicly held and listed on a Stock Exchange.

II. AGREEMENT

1. Grant of Restricted Stock Units. The Company hereby grants to the Participant named in the Notice of Grant of Restricted Stock Units in Part I of this Award Agreement (the "Notice of Grant") an Award of Restricted Stock Units, subject to the terms and conditions in this Award Agreement and the Plan, which is incorporated herein by reference. Subject to Section 18 of the Plan, in the event of a conflict between the terms and conditions of the Plan and this Award Agreement, the terms and conditions of the Plan will prevail.

2. Company's Obligation to Pay. Each Restricted Stock Unit represents the right to receive a Share on the date it vests. Unless and until the Restricted Stock Units have vested in the manner set forth in Sections 3 or 4, Participant will have no right to payment in settlement of any such Restricted Stock Units. Prior to actual payment in settlement of any vested Restricted Stock Units, such Restricted Stock Unit will represent an unsecured obligation of the Company, payable (if at all) only from the general assets of the Company.

3. Vesting Schedule. Except as provided in Section 4, and subject to Section 6, the Restricted Stock Units awarded by this Award Agreement will vest in accordance with the vesting schedule set forth in the Notice of Grant.

4. Discretionary Acceleration. The Administrator, in its discretion, may accelerate the vesting of the balance, or some lesser portion of the balance, of the unvested Restricted Stock

Units at any time, subject to the terms of the Plan. If so accelerated, such Restricted Stock Units will be considered as having vested as of the date specified by the Administrator. If Participant is a U.S. taxpayer, the payment of Shares vesting pursuant to this Section 4 will in all cases be paid at a time or in a manner that is exempt from, or complies with, Section 409A. The prior sentence may be superseded in a future agreement or amendment to this Award Agreement only by direct and specific reference to such sentence.

5. Payment after Vesting. Subject to Section 11, any Restricted Stock Units that vest will be paid to Participant (or in the event of Participant's death, to his or her properly designated beneficiary or estate) in whole Shares. Subject to the provisions of the next paragraph, such vested Restricted Stock Units will be settled by payment in whole Shares as soon as practicable after vesting, but in each such case within the period ending no later than the 15th day of the 3rd month following the end of the calendar year, or if later, the end of the Company's tax year, in either case that includes the vesting date. In no event will Participant be permitted, directly or indirectly, to specify the taxable year of payment in settlement of any Restricted Stock Units under this Award Agreement.

Notwithstanding anything in the Plan, this Award Agreement to the contrary, or any other agreement (whether entered into before, on or after the Date of Grant), if the vesting of the balance, or some lesser portion of the balance, of the Restricted Stock Units is accelerated in connection with the termination of Participant's status as a Service Provider (provided that such termination is a "separation from service" within the meaning of Section 409A (as defined below), as determined by the Company), other than due to death, and if (i) Participant is a "specified employee" within the meaning of Section 409A at the time of such termination of status as a Service Provider and (ii) the payment in settlement of such accelerated Restricted Stock Units will result in the imposition of additional tax under Section 409A if paid to Participant on or within the 6-month period following the termination of Participant's status as a Service Provider, then the payment in settlement of such accelerated Restricted Stock Units will not be made until the date 6 months and 1 day following the date of the termination of Participant's status as a Service Provider, unless the Participant dies following the termination of his or her status as a Service Provider, in which case, the Restricted Stock Units will be settled by payment in Shares to the Participant's estate as soon as practicable following his or her death. It is the intent of this Award Agreement that it and all payments and benefits to U.S. taxpayers hereunder be exempt from, or comply with, the requirements of Section 409A so that none of the Restricted Stock Units provided under this Award Agreement or Shares issuable thereunder will be subject to the additional tax imposed under Section 409A, and any ambiguities herein will be interpreted to be so exempt or so comply. Each payment payable under this Award Agreement is intended to constitute a separate payment for purposes of Treasury Regulation Section 1.409A-2(b)(2). Notwithstanding anything to the contrary in the Plan or this Award Agreement, the Company reserves the right to revise this Award Agreement as it deems necessary or advisable, in its sole discretion and without the consent of Participant, to avoid imposition of any additional tax or income recognition under Section 409A in connection with this Award of Restricted Stock Units. Nevertheless, Participant acknowledges that the Company cannot and has not guaranteed that the Internal Revenue Service (the "IRS") will agree in a later examination that the Award Agreement complies with Section 409A. Participant agrees that if

the IRS determines that the Award Agreement does not comply with Section 409A, Participant will be solely responsible for Participant's costs related to such a determination. In no event will the Company reimburse Participant, or be otherwise responsible for, any taxes or costs that may be imposed on Participant as a result of Section 409A. For purposes of this Award Agreement, "Section 409A" means Section 409A of the Code, and any proposed, temporary, or final Treasury Regulations and Internal Revenue Service guidance thereunder, as each may be amended from time to time.

6. Forfeiture Upon Termination of Service Provider Status. If Participant ceases to be a Service Provider for any or no reason, the then-unvested Restricted Stock Units awarded by this Award Agreement will thereupon be forfeited at no cost to the Company, and Participant will have no further rights thereunder.

7. Participant's Representations. In the event the Shares have not been registered under the Securities Act of 1933, as amended (the "Securities Act"), Participant will, if required by the Company, prior to the receipt of any payment in settlement of all or any portion of this Award of Restricted Stock Units, deliver to the Company his or her Investment Representation Statement in the form attached hereto as Exhibit A.

8. Lock-Up Period. Participant hereby agrees that Participant will not offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, any Common Stock or other securities of the Company (or, in the case of a SPAC IPO, any shares of the common stock or other share capital of the SPAC or any securities convertible into or exercisable or exchangeable, directly or indirectly, for such common stock or other share capital ("SPAC Securities")) or enter into any swap, hedging or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any Common Stock or other securities of the Company (or, in the case of a SPAC IPO, any SPAC Securities) held by Participant (other than those included in the registration) for a period specified by (i) in the case of an Underwritten Offering, the representative of the underwriters of Common Stock or other securities of the Company, (ii) in the case of a Direct Listing, the Company, or (iii) in the case of a SPAC IPO, the Company or the SPAC (the "Lock-Up Period") not to exceed 180 days following (x) in the case of an Underwritten Offering or a Direct Listing, the effective date of any registration statement of the Company filed under the Securities Act, or (y) in the case of a SPAC IPO, the closing of the SPAC IPO (or, in each case, such other period as may be requested by the Company, the SPAC, or the underwriters, as applicable, to accommodate regulatory restrictions on (A) the publication or other distribution of research reports and (B) analyst recommendations and opinions, including, but not limited to, the restrictions contained in FINRA 2241 or any successor provisions or amendments thereto).

Participant agrees to execute and deliver such other agreements as may be reasonably requested by the Company, the SPAC, or the underwriter which are consistent with the foregoing or which are necessary to give further effect thereto. In addition, if requested by the Company, the SPAC, or the representative of the underwriters, Participant will provide, within 10 days of such request, such information as may be required by the Company, the SPAC, or such

representative in connection with the completion of any IPO. The obligations described in this Section 8 will not apply to a registration relating solely to employee benefit plans on Form S-1 or Form S-8 or similar forms that may be promulgated in the future, or a registration relating solely to a Commission Rule 145 transaction on Form S-4 or similar forms that may be promulgated in the future. The Company may impose stop-transfer instructions with respect to the shares of Common Stock (or other securities) subject to the foregoing restriction until the end of the Lock-Up Period. Participant agrees that any transferee of this Award of Restricted Stock Units or Shares acquired pursuant to this Award of Restricted Stock Units will be bound by this Section 8.

9. Tax Consequences. Participant has reviewed with his or her own tax advisors the federal, state, local and foreign tax consequences of this investment and the transactions contemplated by this Award Agreement. With respect to such matters, Participant relies solely on such advisors and not on any statements or representations of the Company or any of its agents, written or oral. Participant understands that Participant (and not the Company) will be responsible for Participant's own tax liability that may arise as a result of this investment or the transactions contemplated by this Award Agreement.

10. Death of Participant. Any distribution or delivery to be made to Participant under this Award Agreement will, if Participant is then deceased, be made to Participant's designated beneficiary, or if no beneficiary survives Participant, the administrator or executor of Participant's estate. Any such transferee must furnish the Company with (i) written notice of his or her status as transferee and (ii) evidence satisfactory to the Company to establish the validity of the transfer and compliance with any laws or regulations pertaining to said transfer.

11. Tax Obligations.

(a) Responsibility for Taxes. Participant acknowledges that, regardless of any action taken by the Company or, if different, Participant's employer (the "Employer"), the ultimate liability for any tax and/or social insurance liability obligations and requirements in connection with the Restricted Stock Units, including, without limitation, (i) all federal, state, local, and foreign taxes (including the Participant's Federal Insurance Contributions Act (FICA) obligation) that are required to be withheld by the Company or the Employer or other payment of tax-related items related to Participant's participation in the Plan and legally applicable to Participant, (ii) the Participant's and, to the extent required by the Company (or Employer), the Company's (or Employer's) fringe benefit tax liability, if any, associated with the grant, vesting, or exercise of the Restricted Stock Units or sale of Shares, and (iii) any other Company (or Employer) taxes the responsibility for which the Participant has, or has agreed to bear, with respect to the Restricted Stock Units (or exercise thereof or issuance of Shares thereunder) (collectively, the "Tax Obligations"), is and remains Participant's responsibility and may exceed the amount actually withheld by the Company or the Employer. Participant further acknowledges that the Company and/or the Employer (i) make no representations or undertakings regarding the treatment of any Tax Obligations in connection with any aspect of the Restricted Stock Units, including, but not limited to, the grant, vesting or settlement of the Restricted Stock Units, the subsequent sale of Shares acquired pursuant to such settlement and the receipt of any dividends or other distributions, and (ii) do not commit to and are under no

obligation to structure the terms of the grant or any aspect of the Restricted Stock Units to reduce or eliminate Participant's liability for Tax Obligations or achieve any particular tax result. Further, if Participant is subject to Tax Obligations in more than one jurisdiction between the Date of Grant and the date of any relevant taxable or tax withholding event, as applicable, Participant acknowledges that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax Obligations in more than one jurisdiction. If Participant fails to make satisfactory arrangements for the payment of any required Tax Obligations hereunder at the time of the applicable taxable event, Participant acknowledges and agrees that the Company may refuse to issue or deliver the Shares.

(b) Tax Withholding. When Shares are issued as payment for vested Restricted Stock Units, Participant generally will recognize immediate U.S. taxable income if Participant is a U.S. taxpayer. If Participant is a non-U.S. taxpayer, Participant will be subject to applicable taxes in his or her jurisdiction. On the date liability for Tax Obligations arises with respect to this Award, then such Tax Obligations will be satisfied by having the Company withhold otherwise deliverable Shares having a fair market value equal to the maximum statutory tax rate applicable to Participant for the tax jurisdiction applicable to Participant at the time the Tax Obligation arises, which will be accomplished pursuant to such procedures as the Company may specify from time to time. If Tax Obligations are not able to be satisfied in this manner, then the Administrator may permit, in its sole discretion and pursuant to such procedures as it may specify from time to time, Participant to satisfy such Tax Obligations, in whole or in part (without limitation) by (i) paying cash, (ii) electing to have the Company withhold otherwise deliverable Shares having a fair market value equal to the minimum amount required to be withheld (or such higher amount as the Administrator determines would not result in adverse financial accounting consequences to the Company as the Administrator determines in its sole discretion), (iii) delivering to the Company already vested and owned Shares having a fair market value equal to the amount required to be withheld, or (iv) selling a sufficient number of such Shares otherwise deliverable to Participant through such means as the Company may determine in its sole discretion (whether through a broker or otherwise) equal to the amount required to be withheld. If Participant fails to make satisfactory arrangements for the payment of any required tax withholding obligations hereunder at the time any applicable Restricted Stock Units otherwise are scheduled to vest pursuant to Sections 3 or 4, Participant will permanently forfeit such Restricted Stock Units and any right to receive Shares thereunder and the Restricted Stock Units will be returned to the Company at no cost to the Company.

12. Rights as Stockholder. Neither Participant nor any person claiming under or through Participant will have any of the rights or privileges of a stockholder of the Company in respect of any Shares deliverable hereunder unless and until certificates representing such Shares will have been issued, recorded on the records of the Company or its transfer agents or registrars, and delivered to Participant. After such issuance, recordation, and delivery, Participant will have all the rights of a stockholder of the Company with respect to voting such Shares and receipt of dividends and distributions on such Shares.

13. No Guarantee of Continued Service. PARTICIPANT ACKNOWLEDGES AND AGREES THAT THE VESTING OF THE RESTRICTED STOCK UNITS PURSUANT TO

THE VESTING SCHEDULE HEREOF IS EARNED ONLY BY CONTINUING AS A SERVICE PROVIDER AT THE WILL OF THE COMPANY (OR THE PARENT OR SUBSIDIARY EMPLOYING OR RETAINING PARTICIPANT) AND NOT THROUGH THE ACT OF BEING HIRED, BEING GRANTED THIS AWARD OF RESTRICTED STOCK UNITS OR ACQUIRING SHARES HEREUNDER. PARTICIPANT FURTHER ACKNOWLEDGES AND AGREES THAT THIS AWARD AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREUNDER AND THE VESTING SCHEDULE SET FORTH HEREIN DO NOT CONSTITUTE AN EXPRESS OR IMPLIED PROMISE OF CONTINUED ENGAGEMENT AS A SERVICE PROVIDER FOR THE VESTING PERIOD, FOR ANY PERIOD, OR AT ALL, AND WILL NOT INTERFERE IN ANY WAY WITH PARTICIPANT'S RIGHT OR THE RIGHT OF THE COMPANY (OR THE PARENT OR SUBSIDIARY EMPLOYING OR RETAINING PARTICIPANT) TO TERMINATE PARTICIPANT'S RELATIONSHIP AS A SERVICE PROVIDER AT ANY TIME, WITH OR WITHOUT CAUSE.

14. Grant is Not Transferable. Except to the limited extent provided in Section 10, this Award and the rights and privileges conferred hereby will not be transferred, assigned, pledged or hypothecated in any way (whether by operation of law or otherwise) and will not be subject to sale under execution, attachment or similar process. Upon any attempt to transfer, assign, pledge, hypothecate or otherwise dispose of this Award or any right or privilege conferred hereby or upon any attempted sale under any execution, attachment or similar process, this Award and the rights and privileges conferred hereby immediately will become null and void.

15. Company's Right of First Refusal. Before any Shares acquired pursuant to this Award of Restricted Stock Units that are held by Participant or any transferee (either being sometimes referred to herein as the "Holder") may be sold or otherwise transferred (including transfer by gift or operation of law), the Company or its assignee(s) will have a right of first refusal to purchase the Shares on the terms and conditions set forth in this Section 15 (the "Right of First Refusal").

(a) Notice of Proposed Transfer. The Holder of such Shares will deliver to the Company a written notice (the "Notice") stating: (i) the Holder's bona fide intention to sell or otherwise transfer the Shares; (ii) the name of each proposed purchaser or other transferee ("Proposed Transferee"); (iii) the number of Shares to be transferred to each Proposed Transferee; and (iv) the bona fide cash price or other consideration for which the Holder proposes to transfer the Shares (the "Offered Price"), and the Holder will offer the Shares at the Offered Price to the Company or its assignee(s).

(b) Exercise of Right of First Refusal. At any time within 30 days after receipt of the Notice, the Company and/or its assignee(s) may, by giving written notice to the Holder, elect to purchase all, but not less than all, of the Shares proposed to be transferred to any one or more of the Proposed Transferees, at the purchase price determined in accordance with subsection (c) below.

(c) Purchase Price. The purchase price for the Shares purchased by the Company or its assignee(s) under this Section 15 (the "Purchase Price") will be the Offered Price. If the Offered Price includes consideration other than cash, the cash equivalent value of the non-cash consideration will be determined by the Board in good faith.

(d) Payment. Payment of the Purchase Price will be made, at the option of the Company or its assignee(s), in cash (by check), by cancellation of all or a portion of any outstanding indebtedness of the Holder to the Company (or, in the case of repurchase by an assignee, to the assignee), or by any combination thereof within 30 days after receipt of the Notice or in the manner and at the times set forth in the Notice.

(e) Holder's Right to Transfer. If all of the Shares proposed in the Notice to be transferred to a given Proposed Transferee are not purchased by the Company and/or its assignee(s) as provided in this Section 15, then the Holder may sell or otherwise transfer such Shares to that Proposed Transferee at the Offered Price or at a higher price, *provided* that such sale or other transfer is consummated within 120 days after the date of the Notice, that any such sale or other transfer is effected in accordance with any applicable securities laws and that the Proposed Transferee agrees in writing that the provisions of this Section 15 will continue to apply to the Shares in the hands of such Proposed Transferee. If the Shares described in the Notice are not transferred to the Proposed Transferee within such period, a new Notice will be given to the Company, and the Company and/or its assignees will again be offered the Right of First Refusal before any Shares held by the Holder may be sold or otherwise transferred.

(f) Exception for Certain Family Transfers. Anything to the contrary contained in this Section 15 notwithstanding, the transfer of any or all of the Shares during Participant's lifetime or on Participant's death by will or intestacy to Participant's Immediate Family (as defined below) or a trust for the benefit of Participant's Immediate Family will be exempt from the provisions of this Section 15. "Immediate Family" as used herein will mean spouse, lineal descendant or antecedent, father, mother, brother or sister. In such case, the transferee or other recipient will receive and hold the Shares so transferred subject to the provisions of this Award Agreement (including, but not limited to, this Section 15), and there will be no further transfer of such Shares except in accordance with the terms of this Section 15.

(g) Termination of Right of First Refusal. The Right of First Refusal will terminate as to any Shares upon the earlier of (i) the first sale of Common Stock of the Company to the general public, or (ii) a Change in Control in which the successor corporation has equity securities that are publicly traded.

16. Restrictive Legends and Stop-Transfer Orders.

(a) Legends. Participant understands and agrees that the Company will cause the legends set forth below or legends substantially equivalent thereto, to be placed upon any certificate(s) evidencing ownership of the Shares acquired pursuant to this Award of Restricted

Stock Units together with any other legends that may be required by the Company or by state or federal securities laws or other Applicable Laws:

> THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE"ACT") AND MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED UNLESS AND UNTIL REGISTERED UNDER THE ACT OR, IN THE OPINION OF COUNSEL SATISFACTORY TO THE ISSUER OF THESE SECURITIES, SUCH OFFER, SALE OR TRANSFER, PLEDGE OR HYPOTHECATION IS IN COMPLIANCE THEREWITH.
>
> THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO CERTAIN RESTRICTIONS ON TRANSFER AND A RIGHT OF FIRST REFUSAL HELD BY THE ISSUER OR ITS ASSIGNEE(S) AS SET FORTH IN THE RESTRICTED STOCK UNIT AWARD AGREEMENT BETWEEN THE ISSUER AND THE ORIGINAL HOLDER OF THESE SHARES, A COPY OF WHICH MAY BE OBTAINED AT THE PRINCIPAL OFFICE OF THE ISSUER. SUCH TRANSFER RESTRICTIONS AND RIGHT OF FIRST REFUSAL ARE BINDING ON TRANSFEREES OF THESE SHARES.
>
> THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO RESTRICTIONS ON TRANSFER FOR A PERIOD OF TIME FOLLOWING THE EFFECTIVE DATE OF THE UNDERWRITTEN PUBLIC OFFERING OF THE COMPANY'S SECURITIES SET FORTH IN AN AGREEMENT BETWEEN THE ISSUER AND THE ORIGINAL HOLDER OF THESE SHARES AND MAY NOT BE SOLD OR OTHERWISE DISPOSED OF BY THE HOLDER PRIOR TO THE EXPIRATION OF SUCH PERIOD WITHOUT THE CONSENT OF THE COMPANY OR THE MANAGING UNDERWRITER.

(b) Stop-Transfer Notices. Participant agrees that, in order to ensure compliance with the restrictions referred to herein, the Company may issue appropriate "stop transfer" instructions to its transfer agent, if any, and that, if the Company transfers its own securities, it may make appropriate notations to the same effect in its own records.

(c) Refusal to Transfer. The Company will not be required (i) to transfer on its books any Shares that have been sold or otherwise transferred in violation of any of the provisions of this Award Agreement or (ii) to treat as owner of such Shares or to accord the right to vote or pay dividends to any purchaser or other transferee to whom such Shares will have been so transferred.

17. Address for Notices. Any notice to be given to the Company under the terms of this Award Agreement will be addressed to the Company at 1801 California Street, Suite 400, Denver, CO 80202, or at such other address as the Company may hereafter designate in writing.

18. Electronic Delivery. The Company may, in its sole discretion, decide to deliver any documents related to the Restricted Stock Units or future restricted stock units that may be awarded under the Plan by electronic means or request Participant's consent to participate in the Plan by electronic means. Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through any on-line or electronic system established and maintained by the Company or a third party designated by the Company.

19. No Waiver. Either party's failure to enforce any provision or provisions of this Award Agreement will not in any way be construed as a waiver of any such provision or provisions, nor prevent that party from thereafter enforcing each and every other provision of this Award Agreement. The rights granted both parties herein are cumulative and will not constitute a waiver of either party's right to assert all other legal remedies available to it under the circumstances.

20. Successors and Assigns. The Company may assign any of its rights under this Award Agreement to single or multiple assignees, and this Award Agreement will inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer herein set forth, this Award Agreement will be binding upon Participant and his or her heirs, executors, administrators, successors and assigns. The rights and obligations of Participant under this Award Agreement may only be assigned with the prior written consent of the Company.

21. Additional Conditions to Issuance of Stock. If at any time the Company will determine, in its discretion, that the listing, registration, qualification or rule compliance of the Shares upon any securities exchange or under any federal, state, or foreign law, the tax code and related regulations or under the rulings or regulations of the United States Securities and Exchange Commission or any other governmental regulatory body or the clearance, consent or approval of the United States Securities and Exchange Commission or any other governmental regulatory authority is necessary or desirable as a condition to the issuance of Shares to Participant (or his or her estate) hereunder, such issuance will not occur unless and until such listing, registration, qualification, rule compliance, clearance, consent or approval will have been completed, effected or obtained free of any conditions not acceptable to the Company. Where the Company determines that the delivery of the payment of any Shares will violate federal securities laws or other applicable laws, the Company will defer delivery until the earliest date at which the Company reasonably anticipates that the delivery of Shares will no longer cause such violation. The Company will make all reasonable efforts to meet the requirements of any such federal or state law, other applicable law, or securities exchange and to obtain any such consent or approval of any such governmental authority.

22. Interpretation. The Administrator will have the power to interpret the Plan and this Award Agreement and to adopt such rules for the administration, interpretation and application of the Plan as are consistent therewith and to interpret or revoke any such rules (including, but not limited to, the determination of whether or not any Restricted Stock Units have vested). All actions taken and all interpretations and determinations made by the Administrator in good faith will be final and binding upon Participant, the Company and all other interested persons. Neither the Administrator nor any person acting on behalf of the

Administrator will be personally liable for any action, determination or interpretation made in good faith with respect to the Plan or this Award Agreement.

23. Modifications to the Award Agreement. This Award Agreement constitutes the entire understanding of the parties on the subjects covered. Participant expressly warrants that he or she is not accepting this Award Agreement in reliance on any promises, representations, or inducements other than those contained herein. Modifications to this Award Agreement or the Plan can be made only in an express written contract executed by a duly authorized officer of the Company. Notwithstanding anything to the contrary in the Plan or this Award Agreement, the Company reserves the right to revise this Award Agreement as it deems necessary or advisable, in its sole discretion and without the consent of Participant, to comply with Section 409A or to otherwise avoid imposition of any additional tax or income recognition under Section 409A in connection to this Award of Restricted Stock Units.

24. Governing Law; Severability. This Award Agreement is governed by the internal substantive laws, but not the choice of law rules, of Colorado. In the event that any provision hereof becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Award Agreement will continue in full force and effect.

25. Entire Agreement. The Plan is incorporated herein by reference. The Plan and this Award Agreement (including the exhibits referenced herein) constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and Participant with respect to the subject matter hereof, and may not be modified adversely to the Participant's interest except by means of a writing signed by the Company and Participant.

[Signature page follows.]

Participant acknowledges receipt of a copy of the Plan, represents that he or she is familiar with the terms and provisions thereof, and hereby accepts this Award Agreement subject to all of the terms and provisions thereof. Participant has reviewed the Plan and this Award Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Award Agreement, and fully understands all provisions of this Award Agreement. Participant hereby agrees to accept as binding, conclusive, and final all decisions or interpretations of the Administrator upon any questions arising under the Plan or this Award Agreement. Participant further agrees to notify the Company upon any change in the residence address indicated below.

PARTICIPANT:	IBOTTA, INC.
Signature	By
Print Name	Title

Residence Address:

EXHIBIT A

INVESTMENT REPRESENTATION STATEMENT

PARTICIPANT	:	
COMPANY	:	IBOTTA, INC.
SECURITY	:	COMMON STOCK
AMOUNT	:	
DATE	:	

In connection with the receipt of the above-listed Securities, the undersigned Participant represents to the Company the following:

(a) Participant is aware of the Company's business affairs and financial condition and has acquired sufficient information about the Company to reach an informed and knowledgeable decision to acquire the Securities. Participant is acquiring these Securities for investment for Participant's own account only and not with a view to, or for resale in connection with, any "distribution" thereof within the meaning of the Securities Act of 1933, as amended (the "Securities Act").

(b) Participant acknowledges and understands that the Securities constitute "restricted securities" under the Securities Act and have not been registered under the Securities Act in reliance upon a specific exemption therefrom, which exemption depends upon, among other things, the bona fide nature of Participant's investment intent as expressed herein. In this connection, Participant understands that, in the view of the Securities and Exchange Commission, the statutory basis for such exemption may be unavailable if Participant's representation was predicated solely upon a present intention to hold these Securities for the minimum capital gains period specified under tax statutes, for a deferred sale, for or until an increase or decrease in the market price of the Securities, or for a period of one year or any other fixed period in the future. Participant further understands that the Securities must be held indefinitely unless they are subsequently registered under the Securities Act or an exemption from such registration is available. Participant further acknowledges and understands that the Company is under no obligation to register the Securities. Participant understands that the certificate evidencing the Securities will be imprinted with any legend required under applicable state securities laws.

(c) Participant is familiar with the provisions of Rule 701 and Rule 144, each promulgated under the Securities Act, which, in substance, permit limited public resale of "restricted securities" acquired, directly or indirectly from the issuer thereof, in a non-public offering subject to the satisfaction of certain conditions. Rule 701 provides that if the issuer

qualifies under Rule 701 at the time of the grant of the restricted stock units to Participant, the exercise will be exempt from registration under the Securities Act. In the event the Company becomes subject to the reporting requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, 90 days thereafter (or such longer period as any market stand-off agreement may require) the Securities exempt under Rule 701 may be resold, subject to the satisfaction of the applicable conditions specified by Rule 144, including in the case of affiliates (1) the availability of certain public information about the Company, (2) the amount of Securities being sold during any 3 month period not exceeding specified limitations, (3) the resale being made in an unsolicited "broker's transaction", transactions directly with a "market maker" or "riskless principal transactions" (as those terms are defined under the Securities Exchange Act of 1934) and (4) the timely filing of a Form 144, if applicable.

In the event that the Company does not qualify under Rule 701 at the time of grant of the restricted stock units, then the Securities may be resold in certain limited circumstances subject to the provisions of Rule 144, which may require (i) the availability of current public information about the Company; (ii) the resale to occur more than a specified period after the purchase and full payment (within the meaning of Rule 144) for the Securities; and (iii) in the case of the sale of Securities by an affiliate, the satisfaction of the conditions set forth in sections (2), (3) and (4) of the paragraph immediately above.

(d) Participant further understands that in the event all of the applicable requirements of Rule 701 or 144 are not satisfied, registration under the Securities Act, compliance with Regulation A, or some other registration exemption will be required; and that, notwithstanding the fact that Rules 144 and 701 are not exclusive, the Staff of the Securities and Exchange Commission has expressed its opinion that persons proposing to sell private placement securities other than in a registered offering and otherwise than pursuant to Rules 144 or 701 will have a substantial burden of proof in establishing that an exemption from registration is available for such offers or sales, and that such persons and their respective brokers who participate in such transactions do so at their own risk. Participant understands that no assurances can be given that any such other registration exemption will be available in such event.

PARTICIPANT

_____

Signature

_____

Print Name

_____

Date

IBOTTA, INC.

OUTSIDE DIRECTOR COMPENSATION POLICY

Adopted and approved by the Company's Board of Directors on March 20, 2024

Approved by the Company's stockholders on [_____], 2024

Ibotta, Inc. (the "**Company**") believes that providing cash and equity compensation to members of its Board of Directors (the "**Board**," and members of the Board, the "**Directors**") represents an effective tool to attract, retain and reward Directors who are not employees of the Company (the "**Outside Directors**"). This Outside Director Compensation Policy (the "**Policy**") formalizes the Company's policy regarding cash compensation and grants of equity awards to its Outside Directors. Unless defined in this Policy, capitalized terms used in this Policy will have the meaning given to such terms in the Company's 2021 Equity Incentive Plan, as amended from time to time (the "**Plan**"), or if the Plan is no longer in place, the meaning given such term or any similar term in the equity plan then in place. Each Outside Director will be solely responsible for any tax obligations incurred by such Outside Director as a result of the equity awards and cash payments such Outside Director receives under this Policy.

Subject to Section 8, this Policy will be effective as of the effective date of the registration statement in connection with the initial public offering of the Company's securities (the "**Registration Statement**") (such date, the "**Effective Date**").

1. CASH COMPENSATION

Annual Cash Retainer

Each Outside Director will be paid an annual cash retainer of $40,000. There are no per-meeting attendance fees for attending Board meetings.

Committee Annual Cash Retainer

As of the Effective Date, each Outside Director who serves as the chair of the Board, the lead Outside Director, and/or the chair or member of a committee of the Board will be eligible to earn additional annual retainers (paid quarterly in arrears on a prorated basis) as follows:

Chair of the Board:	$25,000
Lead Outside Director:	$25,000
Chair of Audit Committee:	$20,000
Member of Audit Committee:	$10,000
Chair of Compensation Committee:	$15,000

Member of Compensation Committee:	$7,500
Chair of Nominating and Governance Committee:	$10,000
Member of Nominating and Governance Committee:	$5,000

For clarity, each Outside Director who serves as the chair of a committee will receive only the annual retainer as the chair of the committee and will not also receive the annual retainer as a member of the committee.

Payment

Each annual cash retainer under this Policy will be paid quarterly in arrears on a prorated basis to each Outside Director who has served in the relevant capacity at any point during the applicable fiscal quarter, and such payment shall be made no later than 30 days following the end of such fiscal quarter. For purposes of clarification, an Outside Director who has served as an Outside Director, the chair of the Board, the lead Outside Director, and/or the chair or member of a committee of the Board during only a portion of the relevant Company fiscal quarter will receive a pro-rated payment of the quarterly payment of the applicable annual cash retainer(s), calculated based on the number of days during such fiscal quarter such Outside Director has served in the relevant capacities. For purposes of clarification, an Outside Director who has served as an Outside Director, the chair of the Board, the lead Outside Director, and/or the chair or member of a committee of the Board from the Effective Date through the end of the fiscal quarter containing the Effective Date (the "**Initial Period**") will receive a pro-rated payment of the quarterly payment of the applicable annual cash retainer(s), calculated based on the number of days during the Initial Period that such Outside Director has served in the relevant capacities.

2. EQUITY COMPENSATION

Outside Directors will be eligible to receive all types of Awards (except Incentive Stock Options) under the Plan (or the applicable equity plan in place at the time of grant), including discretionary Awards not covered under this Policy. All grants of Awards to Outside Directors pursuant to this Section 2 will be automatic and nondiscretionary, except as otherwise provided herein, and will be made in accordance with the following provisions:

(a) No Discretion. No person will have any discretion to select which Outside Directors will be granted any Awards under this Policy or to determine the number of Shares to be covered by such Awards.

(b) Initial Award. Subject to Section 11 of the Plan and Section 4 of this Policy, each individual who first becomes an Outside Director following the Effective Date will be granted an award of restricted stock units (an "**Initial Award**") covering a number of Shares having a Value of $400,000, rounded to the nearest whole Share. The Initial Award will be made on the first trading date on or after the date on which such individual first becomes an Outside Director, whether through election by the stockholders of the Company or appointment by the Board to fill a vacancy. If an individual was a member of the Board and also an employee, becoming an

Outside Director due to termination of employment will not entitle the Outside Director to an Initial Award.

Subject to Section 3, each Initial Award will vest as to 1/3rd of the restricted stock units on each anniversary of the grant date, in each case subject to the Outside Director continuing to be a Service Provider through the applicable vesting date.

(c) Annual Award. Subject to Section 11 of the Plan and Section 4 of this Policy, on the date of each annual meeting of the Company's stockholders following the Effective Date (each, an "**Annual Meeting**"), each Outside Director who has provided continuous service as an Outside Director from the date that is 6 months prior to such Annual Meeting through the date of such Annual Meeting will be automatically granted an award of restricted stock units (an "**Annual Award**") covering a number of Shares having a Value of $200,000, rounded to the nearest whole Share.

Subject to Section 3, each Annual Award will vest as to 100% of the restricted stock units on the earlier of (i) the first anniversary of the date the Annual Award is granted or (ii) the day prior to the date of the Annual Meeting next following the date the Annual Award was granted, subject to the Outside Director remaining a Service Provider through such vesting date.

(d) Value. For purposes of this Policy, "**Value**" means the grant date fair value (determined in accordance with U.S. generally accepted accounting principles), or such other methodology the Board may determine prior to the grant of the Initial Award or Annual Award becoming effective.

3. CHANGE IN CONTROL

With respect to Awards granted to an Outside Director while such individual was an Outside Director, in the event of a Change in Control, the Outside Director will fully vest in and have the right to exercise his or her outstanding equity awards and, with respect to equity awards with performance-based vesting, all performance goals or other vesting criteria will be deemed achieved at 100% of target levels and all other terms and conditions met, unless specifically provided otherwise under the applicable award agreement or other written agreement authorized by the Administrator between the Outside Director and the Company or any of its Subsidiaries or Parents, as applicable.

4. ANNUAL COMPENSATION LIMIT

No Outside Director may be paid, issued or granted, in any Fiscal Year, cash compensation and equity awards (including any Awards issued under the Plan) with an aggregate value greater than $750,000, increased to $100,000 in the Fiscal Year of his or her initial service as an Outside Director (with the value of each equity award based on its grant date fair value (determined in accordance with U.S. generally accepted accounting principles)). Any cash compensation paid or Awards granted to an individual for his or her services as an Employee, or for his or her services as a Consultant (other than as an Outside Director), will not count for purposes of the limitation under this Section 4.

5. TRAVEL EXPENSES

Each Outside Director's reasonable, customary, and documented travel expenses to Board or Board committee meetings or related to his or her service on the Board or Board committee will be reimbursed by the Company.

6. ADDITIONAL PROVISIONS

All provisions of the Plan not inconsistent with this Policy will apply to Awards granted to Outside Directors.

7. SECTION 409A

In no event will cash compensation or expense reimbursement payments under this Policy be paid after the later of (i) the 15th day of the 3rd month following the end of the Company's taxable year in which the compensation is earned or expenses are incurred, as applicable, or (ii) the 15th day of the 3rd month following the end of the calendar year in which the compensation is earned or expenses are incurred, as applicable, in compliance with the "short-term deferral" exception under Section 409A of the Internal Revenue Code of 1986, as amended, and the final regulations and guidance thereunder, as may be amended from time to time (together, "**Section 409A**"). It is the intent of this Policy that this Policy and all payments hereunder be exempt from or otherwise comply with the requirements of Section 409A so that none of the compensation to be provided hereunder will be subject to the additional tax imposed under Section 409A, and any ambiguities or ambiguous terms herein will be interpreted to be so exempt or comply. In no event will the Company have any liability or obligation to reimburse, indemnify, or hold harmless an Outside Director (or any other person) for any taxes or costs that may be imposed on or incurred by an Outside Director (or any other person) as a result of Section 409A.

8. STOCKHOLDER APPROVAL

The initial adoption of the Policy will be subject to approval by the Company's stockholders prior to the Effective Date. Unless otherwise required by applicable law, following such approval, the Policy shall not be subject to approval by the Company's stockholders, including, for the avoidance of doubt, as a result of or in connection with an action taken with respect to this Policy as contemplated in Section 9.

9. REVISIONS

The Board may amend, alter, suspend, or terminate this Policy at any time and for any reason. No amendment, alteration, suspension, or termination of this Policy will materially impair the rights of an Outside Director with respect to compensation that already has been paid or awarded, unless otherwise mutually agreed between the Outside Director and the Company. Termination of this Policy will not affect the Board's or the Compensation Committee's ability to exercise the powers granted to it under the Plan with respect to Awards granted under the Plan pursuant to this Policy prior to the date of such termination.

IBOTTA, INC.

2011 EQUITY INCENTIVE PLAN

RESTRICTED STOCK UNIT AWARD AGREEMENT

Unless otherwise defined herein, the terms defined in the 2011 Equity Incentive Plan (the "Plan") will have the same defined meanings in this Restricted Stock Unit Award Agreement (the "Award Agreement").

I. NOTICE OF GRANT OF RESTRICTED STOCK UNITS

Name: Bryan Leach

Address:

The undersigned individual (the "Participant") has been granted the right to receive an Award of Restricted Stock Units ("RSUs"), subject to the terms and conditions of the Plan and this Award Agreement, as follows:

Date of Grant _____

Performance Period Date of Grant through December 31, 2026

Target Number of RSUs _____

Maximum Number of RSUs 200% of Target Number of RSUs

Vesting Schedule:

Subject to the terms and conditions of this Award Agreement, the Restricted Stock Units will become eligible to vest ("Eligible RSUs") based upon the achievement of the performance-based vesting conditions set forth in the Performance Matrix attached hereto as Exhibit A (the "Performance Matrix") during the Performance Period or the Adjusted Performance Period (as defined below), as applicable (the "Performance Goal").

Except as otherwise provided in the *"Change in Control"* section in the Performance Matrix, 100% of the Eligible RSUs will vest on the date that achievement of the Performance Goal is certified by the Administrator, subject to Participant's continued status as a Service Provider (as defined in the Plan) through such date.

In addition, the vesting of any Restricted Stock Units that become Eligible RSUs (whether under the *"Relative TSR"* section or the *"Change in Control"* section in the Performance Matrix) may be accelerated (i) if the successor corporation does not assume or substitute for the Eligible RSUs (or portion thereof), pursuant to Section 13(c) of the Plan or (ii) upon a Qualifying Termination (as defined in the Severance Agreement, pursuant to, and subject to the terms and conditions of, the Severance Agreement (as defined below). For the avoidance

of doubt, (i) any Eligible RSUs will constitute an "Equity Award" within the meaning and for purposes of the Severance Agreement and (ii) any vesting acceleration provisions under the Plan or the Severance Agreement will not apply to any Restricted Stock Units that do not become Eligible RSUs.

If a Change in Control does not occur before the last day of the Performance Period, the Administrator will certify in writing the extent to which the Performance Goal is achieved as soon as administratively practicable after the completion of the Performance Period. If a Change in Control occurs before the last day of the Performance Period, then on a date on or prior to the closing date of the Change in Control determined by the Administrator in its sole discretion (the "CIC Certification Date") (and in any event prior to the closing of the Change in Control), the Administrator will certify in writing the extent to which the Performance Goal is achieved during the Adjusted Performance Period.

II. AGREEMENT

1. Grant of Restricted Stock Units. The Company hereby grants to the Participant named in the Notice of Grant of Restricted Stock Units in Part I of this Award Agreement (the "Notice of Grant") an Award of Restricted Stock Units, subject to the terms and conditions in this Award Agreement and the Plan, which is incorporated herein by reference. Subject to Section 18 of the Plan, in the event of a conflict between the terms and conditions of the Plan and this Award Agreement, the terms and conditions of the Plan will prevail.

2. Company's Obligation to Pay. Each Restricted Stock Unit represents the right to receive a Share on the date it vests. Unless and until the Restricted Stock Units have vested in the manner set forth in Sections 3 or 4, Participant will have no right to payment in settlement of any such Restricted Stock Units. Prior to actual payment in settlement of any vested Restricted Stock Units, such Restricted Stock Unit will represent an unsecured obligation of the Company, payable (if at all) only from the general assets of the Company.

3. Vesting Schedule. Except as provided in Section 4, and subject to Section 6, the Restricted Stock Units awarded by this Award Agreement will vest in accordance with the vesting schedule set forth in the Notice of Grant.

4. Discretionary Acceleration. The Administrator, in its discretion, may accelerate the vesting of the balance, or some lesser portion of the balance, of the unvested Restricted Stock Units at any time, subject to the terms of the Plan. If so accelerated, such Restricted Stock Units will be considered as having vested as of the date specified by the Administrator. If Participant is a U.S. taxpayer, the payment of Shares vesting pursuant to this Section 4 will in all cases be paid at a time or in a manner that is exempt from, or complies with, Section 409A. The prior sentence may be superseded in a future agreement or amendment to this Award Agreement only by direct and specific reference to such sentence.

5. Payment after Vesting. Subject to Section 11 and the provisions of the next paragraph, any Restricted Stock Units that vest will be paid to Participant (or in the event of Participant's death, to his or her properly designated beneficiary or estate) in whole Shares as

follows: (i) in the case of any Restricted Stock Units that vest pursuant to the Severance Agreement, in accordance with Section 5 of the Severance Agreement, and (ii) in the case of any other Restricted Stock Units that vest, as soon as practicable after vesting, but in each such case within the period ending no later than the 15th day of the 3rd month following the end of the calendar year, or if later, the end of the Company's tax year, in either case that includes the vesting date. In no event will Participant be permitted, directly or indirectly, to specify the taxable year of payment in settlement of any Restricted Stock Units under this Award Agreement.

Notwithstanding anything in the Plan, this Award Agreement to the contrary, or any other agreement (whether entered into before, on or after the Date of Grant), if the vesting of the balance, or some lesser portion of the balance, of the Restricted Stock Units is accelerated in connection with the termination of Participant's status as a Service Provider (provided that such termination is a "separation from service" within the meaning of Section 409A (as defined below), as determined by the Company), other than due to death, and if (i) Participant is a "specified employee" within the meaning of Section 409A at the time of such termination of status as a Service Provider and (ii) the payment in settlement of such accelerated Restricted Stock Units will result in the imposition of additional tax under Section 409A if paid to Participant on or within the 6-month period following the termination of Participant's status as a Service Provider, then the payment in settlement of such accelerated Restricted Stock Units will not be made until the date 6 months and 1 day following the date of the termination of Participant's status as a Service Provider, unless the Participant dies following the termination of his or her status as a Service Provider, in which case, the Restricted Stock Units will be settled by payment in Shares to the Participant's estate as soon as practicable following his or her death. It is the intent of this Award Agreement that it and all payments and benefits to U.S. taxpayers hereunder be exempt from, or comply with, the requirements of Section 409A so that none of the Restricted Stock Units provided under this Award Agreement or Shares issuable thereunder will be subject to the additional tax imposed under Section 409A, and any ambiguities herein will be interpreted to be so exempt or so comply. Each payment payable under this Award Agreement is intended to constitute a separate payment for purposes of Treasury Regulation Section 1.409A-2(b)(2). Notwithstanding anything to the contrary in the Plan or this Award Agreement, the Company reserves the right to revise this Award Agreement as it deems necessary or advisable, in its sole discretion and without the consent of Participant, to avoid imposition of any additional tax or income recognition under Section 409A in connection with this Award of Restricted Stock Units. Nevertheless, Participant acknowledges that the Company cannot and has not guaranteed that the Internal Revenue Service (the "IRS") will agree in a later examination that the Award Agreement complies with Section 409A. Participant agrees that if the IRS determines that the Award Agreement does not comply with Section 409A, Participant will be solely responsible for Participant's costs related to such a determination. In no event will the Company reimburse Participant, or be otherwise responsible for, any taxes or costs that may be imposed on Participant as a result of Section 409A. For purposes of this Award Agreement, "Section 409A" means Section 409A of the Code, and any proposed, temporary, or final Treasury Regulations and Internal Revenue Service guidance thereunder, as each may be amended from time to time.

6. Forfeiture Upon Termination of Service Provider Status. Notwithstanding any contrary provision of the Plan, if Participant ceases to be a Service Provider for any reason other than a Potential Qualifying CIC Termination (as defined in the Severance Agreement), the then-unvested Restricted Stock Units awarded by this Award Agreement that have not become Eligible RSUs will thereupon be forfeited at no cost to the Company, and Participant will have no further rights thereunder.

In the event of Potential Qualifying CIC Termination, any Restricted Stock Units that have not become Eligible RSUs will remain outstanding until the earlier of (x) 3 months following the Potential Qualifying CIC Termination or (y) the occurrence of a Change in Control, solely so that any benefits due on a Qualifying CIC Termination can be provided if a Change in Control occurs within 3 months following the Potential Qualifying CIC Termination. If no Change in Control occurs within 3 months following the Potential Qualifying CIC Termination, any Restricted Stock Units that have not become Eligible RSUs and any Eligible RSUs that have not vested (after application of the vesting acceleration provided under Section 3(a)(iv) of the Severance Agreement upon a Qualifying Non-CIC Termination (as defined in the Severance Agreement), if any) will be forfeited at no cost to the Company on the date that is 3 months after the Potential Qualifying CIC Termination without having vested, and Participant will have no further rights thereunder.

If Participant's status as a Service Provider terminates for any or no reason, any Eligible RSUs that have not vested (after application of any vesting acceleration provided under the Severance Agreement, if any) will be forfeited immediately upon such termination at no cost to the Company, and Participant will have no further rights thereunder.

7. Participant's Representations. In the event the Shares have not been registered under the Securities Act of 1933, as amended (the "Securities Act"), Participant will, if required by the Company, prior to the receipt of any payment in settlement of all or any portion of this Award of Restricted Stock Units, deliver to the Company his or her Investment Representation Statement in the form attached hereto as Exhibit B.

8. Lock-Up Period. Participant hereby agrees that Participant will not offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, any Common Stock or other securities of the Company (or, in the case of a SPAC IPO, any shares of the common stock or other share capital of the SPAC or any securities convertible into or exercisable or exchangeable, directly or indirectly, for such common stock or other share capital ("SPAC Securities")) or enter into any swap, hedging or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any Common Stock or other securities of the Company (or, in the case of a SPAC IPO, any SPAC Securities) held by Participant (other than those included in the registration) for a period specified by (i) in the case of an Underwritten Offering, the representative of the underwriters of Common Stock or other securities of the Company, (ii) in the case of a Direct Listing, the Company, or (iii) in the case of a SPAC IPO, the Company or the SPAC (the "Lock-Up Period") not to exceed 180 days following (x) in the case of an Underwritten Offering or a Direct Listing,

the effective date of any registration statement of the Company filed under the Securities Act, or (y) in the case of a SPAC IPO, the closing of the SPAC IPO (or, in each case, such other period as may be requested by the Company, the SPAC, or the underwriters, as applicable, to accommodate regulatory restrictions on (A) the publication or other distribution of research reports and (B) analyst recommendations and opinions, including, but not limited to, the restrictions contained in FINRA 2241 or any successor provisions or amendments thereto).

Participant agrees to execute and deliver such other agreements as may be reasonably requested by the Company, the SPAC, or the underwriter which are consistent with the foregoing or which are necessary to give further effect thereto. In addition, if requested by the Company, the SPAC, or the representative of the underwriters, Participant will provide, within 10 days of such request, such information as may be required by the Company, the SPAC, or such representative in connection with the completion of any IPO. The obligations described in this Section 8 will not apply to a registration relating solely to employee benefit plans on Form S-1 or Form S-8 or similar forms that may be promulgated in the future, or a registration relating solely to a Commission Rule 145 transaction on Form S-4 or similar forms that may be promulgated in the future. The Company may impose stop-transfer instructions with respect to the shares of Common Stock (or other securities) subject to the foregoing restriction until the end of the Lock-Up Period. Participant agrees that any transferee of this Award of Restricted Stock Units or Shares acquired pursuant to this Award of Restricted Stock Units will be bound by this Section 8.

9. Tax Consequences. Participant has reviewed with his or her own tax advisors the federal, state, local and foreign tax consequences of this investment and the transactions contemplated by this Award Agreement. With respect to such matters, Participant relies solely on such advisors and not on any statements or representations of the Company or any of its agents, written or oral. Participant understands that Participant (and not the Company) will be responsible for Participant's own tax liability that may arise as a result of this investment or the transactions contemplated by this Award Agreement.

10. Death of Participant. Any distribution or delivery to be made to Participant under this Award Agreement will, if Participant is then deceased, be made to Participant's designated beneficiary, or if no beneficiary survives Participant, the administrator or executor of Participant's estate. Any such transferee must furnish the Company with (i) written notice of his or her status as transferee and (ii) evidence satisfactory to the Company to establish the validity of the transfer and compliance with any laws or regulations pertaining to said transfer.

11. Tax Obligations.

(a) Responsibility for Taxes. Participant acknowledges that, regardless of any action taken by the Company or, if different, Participant's employer (the "Employer"), the ultimate liability for any tax and/or social insurance liability obligations and requirements in connection with the Restricted Stock Units, including, without limitation, (i) all federal, state, local, and foreign taxes (including the Participant's Federal Insurance Contributions Act (FICA) obligation) that are required to be withheld by the Company or the Employer or other payment of tax-related items related to Participant's participation in the Plan and legally applicable to Participant, (ii) the Participant's and, to the extent required by the Company (or Employer), the

Company's (or Employer's) fringe benefit tax liability, if any, associated with the grant, vesting, or exercise of the Restricted Stock Units or sale of Shares, and (iii) any other Company (or Employer) taxes the responsibility for which the Participant has, or has agreed to bear, with respect to the Restricted Stock Units (or exercise thereof or issuance of Shares thereunder) (collectively, the "Tax Obligations"), is and remains Participant's responsibility and may exceed the amount actually withheld by the Company or the Employer. Participant further acknowledges that the Company and/or the Employer (i) make no representations or undertakings regarding the treatment of any Tax Obligations in connection with any aspect of the Restricted Stock Units, including, but not limited to, the grant, vesting or settlement of the Restricted Stock Units, the subsequent sale of Shares acquired pursuant to such settlement and the receipt of any dividends or other distributions, and (ii) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the Restricted Stock Units to reduce or eliminate Participant's liability for Tax Obligations or achieve any particular tax result. Further, if Participant is subject to Tax Obligations in more than one jurisdiction between the Date of Grant and the date of any relevant taxable or tax withholding event, as applicable, Participant acknowledges that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax Obligations in more than one jurisdiction. If Participant fails to make satisfactory arrangements for the payment of any required Tax Obligations hereunder at the time of the applicable taxable event, Participant acknowledges and agrees that the Company may refuse to issue or deliver the Shares.

(b) Tax Withholding. When Shares are issued as payment for vested Restricted Stock Units, Participant generally will recognize immediate U.S. taxable income if Participant is a U.S. taxpayer. If Participant is a non-U.S. taxpayer, Participant will be subject to applicable taxes in his or her jurisdiction. On the date liability for Tax Obligations arises with respect to this Award, then such Tax Obligations will be satisfied by having the Company withhold otherwise deliverable Shares having a fair market value equal to the maximum statutory tax rate applicable to Participant for the tax jurisdiction applicable to Participant at the time the Tax Obligation arises, which will be accomplished pursuant to such procedures as the Company may specify from time to time. If Tax Obligations are not able to be satisfied in this manner, then the Administrator may permit, in its sole discretion and pursuant to such procedures as it may specify from time to time, Participant to satisfy such Tax Obligations, in whole or in part (without limitation) by (i) paying cash, (ii) electing to have the Company withhold otherwise deliverable Shares having a fair market value equal to the minimum amount required to be withheld (or such higher amount as the Administrator determines would not result in adverse financial accounting consequences to the Company as the Administrator determines in its sole discretion), (iii) delivering to the Company already vested and owned Shares having a fair market value equal to the amount required to be withheld, or (iv) selling a sufficient number of such Shares otherwise deliverable to Participant through such means as the Company may determine in its sole discretion (whether through a broker or otherwise) equal to the amount required to be withheld. If Participant fails to make satisfactory arrangements for the payment of any required tax withholding obligations hereunder at the time any applicable Restricted Stock Units otherwise are scheduled to vest pursuant to Sections 3 or 4, Participant will permanently forfeit such Restricted Stock Units and any right to receive Shares thereunder and the Restricted Stock Units will be returned to the Company at no cost to the Company.

12. Rights as Stockholder. Neither Participant nor any person claiming under or through Participant will have any of the rights or privileges of a stockholder of the Company in respect of any Shares deliverable hereunder unless and until certificates representing such Shares will have been issued, recorded on the records of the Company or its transfer agents or registrars, and delivered to Participant. After such issuance, recordation, and delivery, Participant will have all the rights of a stockholder of the Company with respect to voting such Shares and receipt of dividends and distributions on such Shares.

13. No Guarantee of Continued Service. PARTICIPANT ACKNOWLEDGES AND AGREES THAT THE VESTING OF THE RESTRICTED STOCK UNITS PURSUANT TO THE VESTING SCHEDULE HEREOF IS EARNED ONLY BY CONTINUING AS A SERVICE PROVIDER AT THE WILL OF THE COMPANY (OR THE PARENT OR SUBSIDIARY EMPLOYING OR RETAINING PARTICIPANT) AND NOT THROUGH THE ACT OF BEING HIRED, BEING GRANTED THIS AWARD OF RESTRICTED STOCK UNITS OR ACQUIRING SHARES HEREUNDER. PARTICIPANT FURTHER ACKNOWLEDGES AND AGREES THAT THIS AWARD AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREUNDER AND THE VESTING SCHEDULE SET FORTH HEREIN DO NOT CONSTITUTE AN EXPRESS OR IMPLIED PROMISE OF CONTINUED ENGAGEMENT AS A SERVICE PROVIDER FOR THE VESTING PERIOD, FOR ANY PERIOD, OR AT ALL, AND WILL NOT INTERFERE IN ANY WAY WITH PARTICIPANT'S RIGHT OR THE RIGHT OF THE COMPANY (OR THE PARENT OR SUBSIDIARY EMPLOYING OR RETAINING PARTICIPANT) TO TERMINATE PARTICIPANT'S RELATIONSHIP AS A SERVICE PROVIDER AT ANY TIME, WITH OR WITHOUT CAUSE.

14. Grant is Not Transferable. Except to the limited extent provided in Section 10, this Award and the rights and privileges conferred hereby will not be transferred, assigned, pledged or hypothecated in any way (whether by operation of law or otherwise) and will not be subject to sale under execution, attachment or similar process. Upon any attempt to transfer, assign, pledge, hypothecate or otherwise dispose of this Award or any right or privilege conferred hereby or upon any attempted sale under any execution, attachment or similar process, this Award and the rights and privileges conferred hereby immediately will become null and void.

15. Company's Right of First Refusal. Before any Shares acquired pursuant to this Award of Restricted Stock Units that are held by Participant or any transferee (either being sometimes referred to herein as the "Holder") may be sold or otherwise transferred (including transfer by gift or operation of law), the Company or its assignee(s) will have a right of first refusal to purchase the Shares on the terms and conditions set forth in this Section 15 (the "Right of First Refusal").

(a) Notice of Proposed Transfer. The Holder of such Shares will deliver to the Company a written notice (the "Notice") stating: (i) the Holder's bona fide intention to sell or otherwise transfer the Shares; (ii) the name of each proposed purchaser or other transferee ("Proposed Transferee"); (iii) the number of Shares to be transferred to each Proposed

Transferee; and (iv) the bona fide cash price or other consideration for which the Holder proposes to transfer the Shares (the "Offered Price"), and the Holder will offer the Shares at the Offered Price to the Company or its assignee(s).

(b) Exercise of Right of First Refusal. At any time within 30 days after receipt of the Notice, the Company and/or its assignee(s) may, by giving written notice to the Holder, elect to purchase all, but not less than all, of the Shares proposed to be transferred to any one or more of the Proposed Transferees, at the purchase price determined in accordance with subsection (c) below.

(c) Purchase Price. The purchase price for the Shares purchased by the Company or its assignee(s) under this Section 15 (the "Purchase Price") will be the Offered Price. If the Offered Price includes consideration other than cash, the cash equivalent value of the non-cash consideration will be determined by the Board in good faith.

(d) Payment. Payment of the Purchase Price will be made, at the option of the Company or its assignee(s), in cash (by check), by cancellation of all or a portion of any outstanding indebtedness of the Holder to the Company (or, in the case of repurchase by an assignee, to the assignee), or by any combination thereof within 30 days after receipt of the Notice or in the manner and at the times set forth in the Notice.

(e) Holder's Right to Transfer. If all of the Shares proposed in the Notice to be transferred to a given Proposed Transferee are not purchased by the Company and/or its assignee(s) as provided in this Section 15, then the Holder may sell or otherwise transfer such Shares to that Proposed Transferee at the Offered Price or at a higher price, *provided* that such sale or other transfer is consummated within 120 days after the date of the Notice, that any such sale or other transfer is effected in accordance with any applicable securities laws and that the Proposed Transferee agrees in writing that the provisions of this Section 15 will continue to apply to the Shares in the hands of such Proposed Transferee. If the Shares described in the Notice are not transferred to the Proposed Transferee within such period, a new Notice will be given to the Company, and the Company and/or its assignees will again be offered the Right of First Refusal before any Shares held by the Holder may be sold or otherwise transferred.

(f) Exception for Certain Family Transfers. Anything to the contrary contained in this Section 15 notwithstanding, the transfer of any or all of the Shares during Participant's lifetime or on Participant's death by will or intestacy to Participant's Immediate Family (as defined below) or a trust for the benefit of Participant's Immediate Family will be exempt from the provisions of this Section 15. "Immediate Family" as used herein will mean spouse, lineal descendant or antecedent, father, mother, brother or sister. In such case, the transferee or other recipient will receive and hold the Shares so transferred subject to the provisions of this Award Agreement (including, but not limited to, this Section 15), and there will be no further transfer of such Shares except in accordance with the terms of this Section 15.

(g) Termination of Right of First Refusal. The Right of First Refusal will terminate as to any Shares upon the earlier of (i) the first sale of Common Stock of the Company

to the general public, or (ii) a Change in Control in which the successor corporation has equity securities that are publicly traded.

16. Restrictive Legends and Stop-Transfer Orders.

(a) Legends. Participant understands and agrees that the Company will cause the legends set forth below or legends substantially equivalent thereto, to be placed upon any certificate(s) evidencing ownership of the Shares acquired pursuant to this Award of Restricted Stock Units together with any other legends that may be required by the Company or by state or federal securities laws or other Applicable Laws:

> THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE "ACT") AND MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED UNLESS AND UNTIL REGISTERED UNDER THE ACT OR, IN THE OPINION OF COUNSEL SATISFACTORY TO THE ISSUER OF THESE SECURITIES, SUCH OFFER, SALE OR TRANSFER, PLEDGE OR HYPOTHECATION IS IN COMPLIANCE THEREWITH.
>
> THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO CERTAIN RESTRICTIONS ON TRANSFER AND A RIGHT OF FIRST REFUSAL HELD BY THE ISSUER OR ITS ASSIGNEE(S) AS SET FORTH IN THE RESTRICTED STOCK UNIT AWARD AGREEMENT BETWEEN THE ISSUER AND THE ORIGINAL HOLDER OF THESE SHARES, A COPY OF WHICH MAY BE OBTAINED AT THE PRINCIPAL OFFICE OF THE ISSUER. SUCH TRANSFER RESTRICTIONS AND RIGHT OF FIRST REFUSAL ARE BINDING ON TRANSFEREES OF THESE SHARES.
>
> THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO RESTRICTIONS ON TRANSFER FOR A PERIOD OF TIME FOLLOWING THE EFFECTIVE DATE OF THE UNDERWRITTEN PUBLIC OFFERING OF THE COMPANY'S SECURITIES SET FORTH IN AN AGREEMENT BETWEEN THE ISSUER AND THE ORIGINAL HOLDER OF THESE SHARES AND MAY NOT BE SOLD OR OTHERWISE DISPOSED OF BY THE HOLDER PRIOR TO THE EXPIRATION OF SUCH PERIOD WITHOUT THE CONSENT OF THE COMPANY OR THE MANAGING UNDERWRITER.

(b) Stop-Transfer Notices. Participant agrees that, in order to ensure compliance with the restrictions referred to herein, the Company may issue appropriate "stop transfer" instructions to its transfer agent, if any, and that, if the Company transfers its own securities, it may make appropriate notations to the same effect in its own records.

(c) Refusal to Transfer. The Company will not be required (i) to transfer on its books any Shares that have been sold or otherwise transferred in violation of any of the

provisions of this Award Agreement or (ii) to treat as owner of such Shares or to accord the right to vote or pay dividends to any purchaser or other transferee to whom such Shares will have been so transferred.

17. Address for Notices. Any notice to be given to the Company under the terms of this Award Agreement will be addressed to the Company at 1801 California Street, Suite 400, Denver, CO 80202, or at such other address as the Company may hereafter designate in writing.

18. Electronic Delivery. The Company may, in its sole discretion, decide to deliver any documents related to the Restricted Stock Units or future restricted stock units that may be awarded under the Plan by electronic means or request Participant's consent to participate in the Plan by electronic means. Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through any on-line or electronic system established and maintained by the Company or a third party designated by the Company.

19. No Waiver. Either party's failure to enforce any provision or provisions of this Award Agreement will not in any way be construed as a waiver of any such provision or provisions, nor prevent that party from thereafter enforcing each and every other provision of this Award Agreement. The rights granted both parties herein are cumulative and will not constitute a waiver of either party's right to assert all other legal remedies available to it under the circumstances.

20. Successors and Assigns. The Company may assign any of its rights under this Award Agreement to single or multiple assignees, and this Award Agreement will inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer herein set forth, this Award Agreement will be binding upon Participant and his or her heirs, executors, administrators, successors and assigns. The rights and obligations of Participant under this Award Agreement may only be assigned with the prior written consent of the Company.

21. Additional Conditions to Issuance of Stock. If at any time the Company will determine, in its discretion, that the listing, registration, qualification or rule compliance of the Shares upon any securities exchange or under any federal, state, or foreign law, the tax code and related regulations or under the rulings or regulations of the United States Securities and Exchange Commission or any other governmental regulatory body or the clearance, consent or approval of the United States Securities and Exchange Commission or any other governmental regulatory authority is necessary or desirable as a condition to the issuance of Shares to Participant (or his or her estate) hereunder, such issuance will not occur unless and until such listing, registration, qualification, rule compliance, clearance, consent or approval will have been completed, effected or obtained free of any conditions not acceptable to the Company. Where the Company determines that the delivery of the payment of any Shares will violate federal securities laws or other applicable laws, the Company will defer delivery until the earliest date at which the Company reasonably anticipates that the delivery of Shares will no longer cause such violation. The Company will make all reasonable efforts to meet the requirements of any such federal or state law, other applicable law, or securities exchange and to obtain any such consent or approval of any such governmental authority.

22. Interpretation. The Administrator will have the power to interpret the Plan and this Award Agreement and to adopt such rules for the administration, interpretation and application of the Plan as are consistent therewith and to interpret or revoke any such rules (including, but not limited to, the determination of whether or not any Restricted Stock Units have vested). All actions taken and all interpretations and determinations made by the Administrator in good faith will be final and binding upon Participant, the Company and all other interested persons. Neither the Administrator nor any person acting on behalf of the Administrator will be personally liable for any action, determination or interpretation made in good faith with respect to the Plan or this Award Agreement.

23. Modifications to the Award Agreement. This Award Agreement constitutes the entire understanding of the parties on the subjects covered. Participant expressly warrants that he or she is not accepting this Award Agreement in reliance on any promises, representations, or inducements other than those contained herein. Modifications to this Award Agreement or the Plan can be made only in an express written contract executed by a duly authorized officer of the Company. Notwithstanding anything to the contrary in the Plan or this Award Agreement, the Company reserves the right to revise this Award Agreement as it deems necessary or advisable, in its sole discretion and without the consent of Participant, to comply with Section 409A or to otherwise avoid imposition of any additional tax or income recognition under Section 409A in connection to this Award of Restricted Stock Units.

24. Governing Law; Severability. This Award Agreement is governed by the internal substantive laws, but not the choice of law rules, of Colorado. In the event that any provision hereof becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Award Agreement will continue in full force and effect.

25. Entire Agreement. The Plan is incorporated herein by reference. The Plan and this Award Agreement (including the exhibits referenced herein) constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and Participant with respect to the subject matter hereof, and may not be modified adversely to the Participant's interest except by means of a writing signed by the Company and Participant.

26. Forfeiture Events. Notwithstanding any provisions to the contrary under the Plan or this Award Agreement, this Award of Restricted Stock Units will be subject to reduction, cancellation, forfeiture, recoupment, reimbursement, or reacquisition under the Company's clawback policy in effect as of the Date of Grant or any other clawback policy of the Company as may be established and/or amended from time to time to comply with Applicable Laws (including, without limitation, pursuant to the listing standards of any national securities exchange or association on which the Company's securities are listed or as is otherwise required by the Dodd-Frank Wall Street Reform and Consumer Protection Act or other Applicable Laws) (in each case, a "Clawback Policy"). The Administrator may require Participant to forfeit, return to the Company, or reimburse the Company for all or a portion of the Award and any amounts paid thereunder pursuant to the terms of any applicable Clawback Policy or as necessary or appropriate to comply with Applicable Laws. Unless this Section 26 specifically is mentioned

and waived in another document, no recovery of compensation under a Clawback Policy or otherwise will constitute an event that triggers or contributes to any right of Participant to resign for "good reason" or "constructive termination" (or similar term) under any agreement with the Company or any Parent or Subsidiary of the Company.

[Signature page follows.]

Participant acknowledges receipt of a copy of the Plan, represents that he or she is familiar with the terms and provisions thereof, and hereby accepts this Award Agreement subject to all of the terms and provisions thereof. Participant has reviewed the Plan and this Award Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Award Agreement, and fully understands all provisions of this Award Agreement. Participant hereby agrees to accept as binding, conclusive, and final all decisions or interpretations of the Administrator upon any questions arising under the Plan or this Award Agreement. Participant further agrees to notify the Company upon any change in the residence address indicated below.

PARTICIPANT:	IBOTTA, INC.
_____	_____
Signature	By
_____	_____
Print Name	Title

Residence Address:

_____

_____

EXHIBIT A

PERFORMANCE MATRIX

Performance-Based Vesting Component

The number of Restricted Stock Units that will become Eligible RSUs (if any) will be determined based on how the total shareholder return ("TSR") of the Company during the Performance Period compares to the TSRs of the Indexed Companies (as defined below) during the Performance Period or the Adjusted Performance Period, as applicable. The "Index" means the Russell 2000 Index (which, as of the Date of Grant, is represented by the symbol "RUT") or any successor index thereto. "Indexed Companies" means the companies that both (i) are in the Index as of the beginning of the Performance Period and (ii) either (A) are in the Index as of the end of the Performance Period or the Adjusted Performance Period, as applicable, (B) if the Index is not in existence at such time with no successor index, were in the Index immediately before the Index ceased to exist and have securities that are actively traded on a nationally recognized stock exchange as of the end of the Performance Period or the Adjusted Performance Period, as applicable, or (C) are Bankrupt Indexed Companies.

Relative TSR

Except as provided under the "Change in Control" section below, the number of Eligible RSUs (if any) will be determined based on the TSR of the Company (the "Company TSR") during the Performance Period relative to the TSRs of the Indexed Companies (each, an "Indexed Company TSR") during the Performance Period, determined as follows:

1. Step 1: Calculate the beginning price with respect to each Indexed Company by determining the average of the closing market prices of such company's common stock on the principal exchange on which such stock is traded for the 60 consecutive trading days ending with the last trading day before the beginning of the Performance Period (each, a "Beginning Price"). For the purpose of determining the Beginning Price of each Indexed Company, the value of dividends and other distributions (the ex-dividend date for which occurs during the 60-trading-day measurement period) will be determined by treating them as reinvested in additional shares of stock at the closing market price on the ex-dividend date. The beginning price with respect to the Company will be the IPO Price (as defined below).

2. Step 2: Calculate the ending price with respect to the Company and each Indexed Company (other than a Bankrupt Indexed Company) by determining the average of the closing market prices of such company's common stock on the principal exchange on which such stock is traded for the 60 consecutive trading days ending on the last trading day of the Performance Period (each, an "Ending Price"). For the purpose of determining the Ending Price, the value of dividends and other distributions (the ex-dividend date for which occurs during the

Performance Period) will be determined by treating them as reinvested in additional shares of stock at the closing market price on the ex-dividend date.

3. Step 3: Calculate the Company TSR and the Indexed Company TSR for each Indexed Company (other than a Bankrupt Indexed Company) by applying the following formula: (Ending Price/Beginning Price)-1. The Company TSR and each Indexed Company TSR will each be expressed as a percent of increase (i.e., a positive percent) or decrease (i.e., a negative percent) rounded to two decimal places (applying standard rounding principles). The Indexed Company TSR for any Indexed Company that files for bankruptcy during the Performance Period or Adjusted Performance Period, as applicable (a "Bankrupt Indexed Company"), will be -100.00%.

4. Step 4: Rank the Company TSR and the Indexed Company TSRs from highest (highest positive percentage) to lowest (highest negative percentage).

5. Step 5: Based on the percentile ranking of the Company TSR relative to the Indexed Company TSRs under Step 4, calculate the number of Eligible RSUs (if any) by determining the product of (x) the Applicable Percentage (in the table below) *multiplied by* (y) the target number of Restricted Stock Units, with the number of resulting Eligible RSUs rounded to the nearest whole Eligible RSU (applying standard rounding principles).

Applicable Percentage. Subject to the "Positive TSR Requirement" section below, the Applicable Percentage will be determined as follows:

Percentile Rank	Applicable Percentage of Target Number of Restricted Stock Units That Become Eligible RSUs*
Below 60th percentile	0%
60th percentile	100%
80th percentile or greater	200%

* If the Company TSR ranks among the Indexed Company TSRs between the 60th and the 80th percentiles, then the Applicable Percentage will be determined by linear interpolation between 100% and 200% of the target number of Restricted Stock Units.

Positive TSR Requirement. If the Company TSR is zero or negative, then regardless of how Company TSR ranks among the Indexed Companies TSRs, the Applicable Percentage will be 0%, and no Restricted Stock Units will become Eligible RSUs.

The Administrator's determination as to the number of Restricted Stock Units that become Eligible RSUs (if any) will be deemed to be final and binding on Participant and any other holder of this Award and will be given the maximum deference permitted by Applicable Laws.

Change in Control

Notwithstanding the "*Relative TSR*" above, if a Change in Control occurs during the Performance Period, the number of Restricted Stock Units that will become Eligible RSUs (if any) will be calculated applying Steps 1 through 5, except as follows:

(a) Rather than being determined based on the Company TSR relative to the Indexed Company TSRs during the Performance Period, the number of Eligible RSUs (if any) will instead be determined based on the Company TSR during the period beginning on the first day of the Performance Period and ending on the CIC Certification Date (the "Adjusted Performance Period") relative to the Indexed Company TSRs during the Adjusted Performance Period, and any references to the "Performance Period" under the "Relative TSR" section will refer to the "Adjusted Performance Period."

(b) The Ending Price for purposes of calculating Company TSR will equal the price payable for a Share in connection with the Change in Control, with the final determination of the amount so payable determined by the Administrator. For the purpose of determining the Ending Price, the value of dividends and other distributions (the ex-dividend date for which occurs during the Adjusted Performance Period) will be determined by treating them as reinvested in additional shares of stock at the closing market price on the ex-dividend date.

(c) The Ending Price for each Indexed Company (other than a Bankrupt Indexed Company) will be the average of the closing market prices of such company's common stock on the principal exchange on which such stock is traded for the 60 consecutive trading days ending on the last trading day of the Adjusted Performance Period. For the purpose of determining the Ending Price, the value of dividends and other distributions (the ex-dividend date for which occurs during the Adjusted Performance Period) will be determined by treating them as reinvested in additional shares of stock at the closing market price on the ex-dividend date.

(d) On the CIC Certification Date (and in any event prior to the closing of the Change in Control), the Administrator will certify in writing the Company TSR percentile rank relative to the Indexed Company TSRs and the Eligible CIC RSUs.

(e) Instead of fully vesting on the date that achievement of the Performance Goal is certified by the Administrator, the Eligible RSUs (if any) will vest according to the following schedule:

- subject to Participant remaining a Service Provider through the date of the Change in Control, the following prorated number of Eligible RSUs will vest as of immediately prior to the Change in Control: (i) the total number of Eligible RSUs multiplied by (ii) the fraction obtained by dividing (x) the number of days from the Date of Grant through the date of the Change

in Control by (y) the total number of days in the original Performance Period, with the number of resulting Eligible RSUs rounded to the nearest whole Eligible RSU (applying standard rounding principles); and

- the remaining Eligible RSUs will vest in equal installments on each of the Quarterly Vesting Dates during the original Performance Period, in each case subject to Participant remaining a Service Provider through such Quarterly Vesting Date (as defined below).

All determinations regarding the Beginning Price, the Ending Price, the Company TSR, the Indexed Company TSRs, and the Applicable Percentage will be made by the Administrator in its sole discretion and all such determinations will be final and binding on all parties.

Definitions

For purposes of this Award Agreement, the following terms have the following meanings:

- "Direct Listing" means the consummation of the direct listing or direct placement of the Common Stock in a publicly traded exchange, as a result of or following which the Common Stock will be publicly held and listed on a Stock Exchange.
- "IPO" means an Underwritten Offering, a Direct Listing, or a SPAC IPO.
- "IPO Price" means the initial price to the public as set forth in the final prospectus filed with the Securities and Exchange Commission pursuant to Rule 424(b) promulgated under the Securities for an Underwritten Offering.
- "Quarterly Vesting Date" means the first trading day on or after each of March 1, June 1, September 1, and December 1.
- "Severance Agreement" means the Change in Control and Severance Agreement by and between Participant and the Company, as may be amended from time to time.
- "Stock Exchange" means an established stock exchange or a national market system, including without limitation the New York Stock Exchange or the Nasdaq Global Select Market, the Nasdaq Global Market or the Nasdaq Capital Market of The Nasdaq Stock Market or other reputable and internationally recognized foreign exchange.
- "SPAC IPO" means the Company's completion of a merger or consolidation with a special purpose acquisition company or its subsidiary (in either case, a "SPAC") in which the shares (or similar securities) of the surviving or parent entity are listed on a Stock Exchange.
- "Underwritten Offering" means the consummation of the first firm commitment underwritten public offering pursuant to an effective registration statement under the Securities Act, and the rules and regulations thereunder, covering the offer and sale

by the Company of Common Stock, as a result of or following which the equity securities will be publicly held and listed on a Stock Exchange.

EXHIBIT B

INVESTMENT REPRESENTATION STATEMENT

PARTICIPANT :

COMPANY : IBOTTA, INC.

SECURITY : COMMON STOCK

AMOUNT :

DATE :

In connection with the receipt of the above-listed Securities, the undersigned Participant represents to the Company the following:

(a) Participant is aware of the Company's business affairs and financial condition and has acquired sufficient information about the Company to reach an informed and knowledgeable decision to acquire the Securities. Participant is acquiring these Securities for investment for Participant's own account only and not with a view to, or for resale in connection with, any "distribution" thereof within the meaning of the Securities Act of 1933, as amended (the "Securities Act").

(b) Participant acknowledges and understands that the Securities constitute "restricted securities" under the Securities Act and have not been registered under the Securities Act in reliance upon a specific exemption therefrom, which exemption depends upon, among other things, the bona fide nature of Participant's investment intent as expressed herein. In this connection, Participant understands that, in the view of the Securities and Exchange Commission, the statutory basis for such exemption may be unavailable if Participant's representation was predicated solely upon a present intention to hold these Securities for the minimum capital gains period specified under tax statutes, for a deferred sale, for or until an increase or decrease in the market price of the Securities, or for a period of one year or any other fixed period in the future. Participant further understands that the Securities must be held indefinitely unless they are subsequently registered under the Securities Act or an exemption from such registration is available. Participant further acknowledges and understands that the Company is under no obligation to register the Securities. Participant understands that the certificate evidencing the Securities will be imprinted with any legend required under applicable state securities laws.

(c) Participant is familiar with the provisions of Rule 701 and Rule 144, each promulgated under the Securities Act, which, in substance, permit limited public resale of "restricted securities" acquired, directly or indirectly from the issuer thereof, in a non-public offering subject to the satisfaction of certain conditions. Rule 701 provides that if the issuer qualifies under Rule 701 at the time of the grant of the restricted stock units to Participant, the exercise will be exempt from registration under the Securities Act. In the event the Company

becomes subject to the reporting requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, 90 days thereafter (or such longer period as any market stand-off agreement may require) the Securities exempt under Rule 701 may be resold, subject to the satisfaction of the applicable conditions specified by Rule 144, including in the case of affiliates (1) the availability of certain public information about the Company, (2) the amount of Securities being sold during any 3 month period not exceeding specified limitations, (3) the resale being made in an unsolicited "broker's transaction", transactions directly with a "market maker" or "riskless principal transactions" (as those terms are defined under the Securities Exchange Act of 1934) and (4) the timely filing of a Form 144, if applicable.

In the event that the Company does not qualify under Rule 701 at the time of grant of the restricted stock units, then the Securities may be resold in certain limited circumstances subject to the provisions of Rule 144, which may require (i) the availability of current public information about the Company; (ii) the resale to occur more than a specified period after the purchase and full payment (within the meaning of Rule 144) for the Securities; and (iii) in the case of the sale of Securities by an affiliate, the satisfaction of the conditions set forth in sections (2), (3) and (4) of the paragraph immediately above.

(d) Participant further understands that in the event all of the applicable requirements of Rule 701 or 144 are not satisfied, registration under the Securities Act, compliance with Regulation A, or some other registration exemption will be required; and that, notwithstanding the fact that Rules 144 and 701 are not exclusive, the Staff of the Securities and Exchange Commission has expressed its opinion that persons proposing to sell private placement securities other than in a registered offering and otherwise than pursuant to Rules 144 or 701 will have a substantial burden of proof in establishing that an exemption from registration is available for such offers or sales, and that such persons and their respective brokers who participate in such transactions do so at their own risk. Participant understands that no assurances can be given that any such other registration exemption will be available in such event.

PARTICIPANT

_____

Signature

_____

Print Name

_____

Date

Exhibit 23.1

Consent of Independent Registered Public Accounting Firm

We consent to the use of our report dated February 28, 2024, with respect to the consolidated financial statements of Ibotta, Inc., included herein, and to the reference to our firm under the heading “Experts” in the prospectus.

/s/ KPMG LLP

Denver, Colorado
April 8, 2024