

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

FORM 10-K

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the Fiscal Year Ended December 31, 2025

Or

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the transition period from _____ to _____

Commission File No. 001-34148



Match Group, Inc.

(Exact name of registrant as specified in its charter)

Delaware 59-2712887
(State or other jurisdiction of incorporation or organization) (I.R.S. Employer Identification No.)

8750 North Central Expressway, Suite 1400, Dallas, Texas 75231
(Address of Registrant's principal executive offices and zip code)

(214) 576-9352
(Registrant's telephone number, including area code)

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

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

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

None

Indicate by check mark if the Registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes No

Indicate by check mark if the Registrant is not required to file reports pursuant to Section 13 or 15(d) of the Act. Yes No

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

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

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

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

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

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal controls over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report.

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements.

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b).

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

As of February 20, 2026, there were 232,644,477 shares of common stock outstanding.

The aggregate market value of the voting common stock held by non-affiliates of the registrant as of June 30, 2025 was \$7,426,689,174. For the purpose of the foregoing calculation only, shares held by all directors and executive officers of the registrant are assumed to be held by affiliates of the registrant.

Documents Incorporated By Reference:

Portions of Part III of this Annual Report are incorporated by reference to the Registrant's proxy statement for its 2026 Annual Meeting of Stockholders.

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Cautionary Statement Regarding Forward-Looking Information

This annual report on Form 10-K contains “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995. The use of words such as “anticipates,” “estimates,” “expects,” “plans” and “believes,” among others, generally identify forward-looking statements. These forward-looking statements include, among others, statements relating to: Match Group’s future financial performance, Match Group’s business prospects and strategy, anticipated trends and prospects in the industries in which Match Group’s businesses operate and other similar matters. These forward-looking statements are based on Match Group management’s current expectations and assumptions about future events as of the date of this annual report, which are inherently subject to uncertainties, risks and changes in circumstances that are difficult to predict.

Actual results could differ materially from those contained in these forward-looking statements for a variety of reasons, including, among others: the risk factors set forth in “Item 1A—Risk Factors.” Other unknown or unpredictable factors that could also adversely affect Match Group’s business, financial condition and results of operations may arise from time to time. In light of these risks and uncertainties, these forward-looking statements discussed in this annual report may not prove to be accurate. Accordingly, you should not place undue reliance on these forward-looking statements, which only reflect the views of Match Group management as of the date of this annual report. Match Group does not undertake to update these forward-looking statements.

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PART I

Item 1. Business

Who we are

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

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

The business of creating meaningful connections



Our goal is to spark meaningful connections for every single person worldwide. Consumers' preferences vary significantly, influenced in part by demographics, geography, cultural norms, religion, and intent (for example, casual dating or more serious relationships). As a result, the market for social connection apps is fragmented, and no single service has been able to effectively serve all of those seeking social connections.

Human connection is a fundamental need, yet the ways people meet and build relationships have evolved significantly over time. Historically, connections were shaped by physical proximity and social circles such as the workplace, schools, religious institutions, social gatherings, and local communities. Today, mobile technology and the internet play a central role in how people can create new interactions and develop meaningful connections. Additionally, the increasing integration of technology into daily life has contributed to broader acceptance of digital tools for connecting with others, eroding biases and stigmas across the world, which previously served as barriers that limited adoption.

We believe that technologies that bring people together serve as a natural extension of the traditional means of meeting people and provide a number of benefits for users, including:

- **Expanded options:** Social connection apps provide users access to a large pool of people they otherwise would not have a chance to meet.
- **Efficiency:** The search and recommending features, as well as the profile information available on social connection apps, allow users to better navigate potential connections more effectively.
- **More comfort and control:** Compared to the traditional ways that people meet, social connection apps provide an environment that reduces the awkwardness around identifying and reaching out to new people who are interested in connecting. This reduces friction and increases the likelihood that more people will engage.
- **Trust and Safety:** Social connection apps can offer a safer way to contact new people for the first-time by allowing people to limit the amount of personal information exchanged and providing an opportunity to vet a new connection before meeting in person, including via video communication.
- **Convenience:** The internet and mobile access allow users to connect with new people at any time, regardless of where they are.

Depending on a person's circumstances, social connection apps can act as a supplement to, or substitute for, traditional means of meeting people. When selecting a social connection app, we believe that users consider the following attributes:

- **Brand recognition, trust, and scale:** Brand is very important. Users generally associate strong brands with a higher likelihood of success and more tools to help the user connect safely and securely. Generally, successful brands depend on large, active communities of users, strong algorithmic filtering technology, and awareness of successful usage among similar users.

**Description of Securities
Registered Pursuant to Section 12 of the
Securities Exchange Act of 1934**

As of December 31, 2025, Match Group, Inc. (“Match,” the “Company,” “we,” “our” and “us”) has one class of securities registered under Section 12 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”): our common stock, par value \$0.001 (the “common stock”).

Description of Common Stock

The following description of our common stock is a summary and does not purport to be complete. It is subject to, and qualified in its entirety by reference to, our amended and restated certificate of incorporation (the “Certificate of Incorporation”) and our amended and restated bylaws (the “Bylaws”), each of which are incorporated by reference as exhibits to this Annual Report on Form 10-K. We encourage you to read our Certificate of Incorporation, our Bylaws and the applicable provisions of the General Corporation Law of the State of Delaware (the “DGCL”) for additional information.

General

Match’s authorized capital stock consists of 1,600,000,000 shares of common stock, par value \$0.001 per share, and 100,000,000 shares of preferred stock, par value \$0.01 per share. As of February 20, 2026, there were 232,644,477 shares of common stock outstanding.

Voting Rights. Holders of our common stock are entitled to one vote per share on all matters voted on generally by all stockholders. Our board of directors (the “Board of Directors”) currently has three classes of directors, with each class of directors serving staggered three-year terms. Each share of our common stock has one vote in the election of each director in the class that is up for election in that year. Commencing with the election of directors at the 2026 annual meeting of stockholders, there shall be two classes of directors. Commencing with the election of directors at the 2027 annual meeting of stockholders, there shall be one class of directors. From and after the election of directors at the 2028 annual meeting of stockholders, the Board of Directors shall cease to be classified, and the directors elected at the 2028 annual meeting of stockholders (and each annual meeting of stockholders thereafter) shall be elected for a term expiring at the following annual meeting of stockholders. The Certificate of Incorporation does not provide for cumulative voting in the election of directors.

Dividends; Liquidation. Subject to any preferential rights of any outstanding series of preferred stock created by the Board of Directors from time to time, the holders of our common stock are entitled to such dividends as may be declared from time to time by the Board of Directors from funds legally available for payment of dividends and, upon liquidation, dissolution or winding up, will be entitled to receive all assets available for distribution after payment of a proper amount to the holders of any series of preferred stock that may be issued in the future.

Listing. Our common stock is traded on The NASDAQ Global Select Market under the trading symbol “MTCH.”

Transfer Agent. The transfer agent for our shares of common stock is Computershare Trust Company, N.A.

Anti-Takeover Provisions in the Certificate of Incorporation and Bylaws

The Certificate of Incorporation contains provisions that could delay or make more difficult the acquisition of Match by means of a hostile tender offer, open market purchases, a proxy contest, or otherwise. These provisions include, but are not limited to: (i) a classified board of directors, until our Board of Directors ceases to be classified as noted above, which prevents stockholders from electing an entirely new board of directors at an annual meeting, (ii) the prohibition on stockholder action by written consent, thereby requiring all stockholder actions to be taken at a meeting, (iii) the removal of members of the Board of Directors from office by stockholders being permitted only for cause and with the affirmative vote of not less than a majority of the total voting power of shares of Match capital stock outstanding and entitled to vote, subject to any rights of holders of preferred stock

(however, from and after the 2026 annual meeting of stockholders, any director elected to a one-year term may be removed either with or without cause with the affirmative vote of the holders of not less than a majority of the total voting power of shares of stock issued and outstanding and entitled to vote in an election of directors, voting together as a single class), and (iv) the exclusive right of the Board of Directors to fill director vacancies, subject to any rights of holders of preferred stock. In addition, the Bylaws provide that only a majority of the Board of Directors may call a special meeting of stockholders.

Effect of Delaware Anti-Takeover Statute

Match is subject to Section 203 of the DGCL, which generally prevents Delaware corporations from engaging in a business combination with any interested stockholder for three years following the date that the stockholder became an interested stockholder, unless that business combination has been approved in one of a number of specific ways. For purposes of Section 203, a "business combination" includes, among other things, a merger or consolidation involving Match and the interested stockholder and a sale of more than 10% of Match's assets. In general, the anti-takeover law defines an "interested stockholder" as any entity or person beneficially owning 15% or more of a corporation's outstanding voting stock and any entity or person affiliated or associated with such entity or person. A Delaware corporation may "opt out" of Section 203 with an express provision in its original certificate of incorporation or an express provision in its certificate of incorporation or bylaws resulting from amendments approved by holders of at least a majority of a corporation's outstanding voting stock. Match has not "opted out" of the provisions of Section 203.

Limitations on Liability, Indemnification of Officers and Directors and Insurance

Section 145 of the DGCL provides that a corporation may indemnify directors and officers, as well as other employees and individuals, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with any threatened, pending or completed actions, suits or proceedings in which such person is made a party by reason of such person being or having been a director, officer, employee or agent of the corporation. Section 145 of the DGCL also permits a corporation to pay expenses incurred by a director or officer in advance of the final disposition of a proceeding subject to receipt of an undertaking by such director or officer to repay such amount if it shall be ultimately determined that such person is not entitled to be indemnified by the corporation. The DGCL provides that Section 145 is not exclusive of other rights to which those seeking indemnification may be entitled under any bylaws, agreement, vote of stockholders or disinterested directors or otherwise.

The Certificate of Incorporation and Bylaws provide for indemnification of Match's directors and officers (and their legal representatives), and of those serving at the request of the Board of Directors or officers as an employee or agent of the corporation, or as a director, officer, employee, or agent of another corporation, partnership, joint venture, or other enterprise, to the fullest extent authorized by the DGCL, except that Match shall indemnify a person for a proceeding (or part thereof) initiated by such person only if the proceeding (or part thereof) was authorized by the Board of Directors. The Bylaws provide for mandatory advancement of expenses to persons entitled to indemnification in defending any action, suit or proceeding in advance of its final disposition, provided that if the DGCL so requires, such persons provide an undertaking to repay such amounts advanced if it is ultimately determined that such person is not entitled to indemnification. From time to time, Match's directors and officers may be provided with indemnification agreements that are consistent with or greater than the foregoing provisions. In addition, to the extent that Match's officers and directors also serve as executive officers or directors of subsidiaries of Match, such officers and directors will also be subject to indemnification consistent with the indemnification provisions of the charter documents of such subsidiaries. Match has policies of directors' and officers' liability insurance that insure directors and officers against the costs of defense, settlement and/or payment of judgment under certain circumstances. Match believes that these agreements and arrangements are necessary to attract and retain qualified persons as directors and officers.

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 is not personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director or officer, except for liability: (i) for any breach of the director's or officer's duty of loyalty to the corporation or its stockholders; (ii) of a director or officer for acts or omissions not in

good faith or which involve intentional misconduct or a knowing violation of law; (iii) of a director for unlawful payments of dividends or unlawful stock repurchases or redemptions; (iv) of a director or officer for any transaction from which the director or officer derived an improper personal benefit; or (v) of an officer in any action by or in the right of the corporation. The Certificate of Incorporation provides for such limitation of liability of directors.

Match Group, Inc. Notice of Restricted Stock Unit Grant (“Award Notice”)

This Award Notice is to notify the Award Recipient set forth below that you have been granted an award (the “Award”) of restricted stock units (“RSUs”) under the Match Group, Inc. 2024 Stock and Annual Incentive Plan, as amended (the “2024 Plan”), subject to the attached Terms and Conditions for Restricted Stock Units, including the additional terms and conditions for your country set forth in the appendix attached thereto (the “Appendix” and, together with the Terms and Conditions for Restricted Stock Units, the “RSU T&C’s”), and the 2024 Plan. Capitalized terms used (but not defined) in this Award Notice shall have the meanings set forth in the 2024 Plan.

Award Recipient: _____

Number of Shares Subject to RSUs _____ Shares

Award Date: _____

Impact of a Termination of Employment Except as otherwise provided in the attached RSU T&C’s or the 2024 Plan, upon your Termination of Employment, any and all unvested RSUs (including any Dividend Equivalents (as defined in the RSU T&C’s)) underlying your Award will be forfeited and canceled in their entirety.

Terms and Conditions: Your RSUs (and any Dividend Equivalents) are subject to the RSU T&C’s and to the 2024 Plan, which are incorporated herein by reference. A copy of the 2024 Plan is available upon request from Match Group’s People Department or by emailing

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

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

[INSERT VESTING SCHEDULE]

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

By accepting the RSUs, you acknowledge receipt of a copy of the 2024 Plan and agree (i) that this Award of RSUs is granted under and governed by the 2024 Plan, the RSU T&C’s and this Award Notice, (ii) that you have reviewed the 2024 Plan, the RSU T&C’s and this Award Notice in their entirety, have had an opportunity to obtain the advice of counsel, and fully understand all provisions of the 2024 Plan, the RSU T&C’s and this Award Notice, and (iii) to accept as binding, conclusive, and final all decisions or interpretations of the Committee upon any questions relating to the 2024 Plan, the RSU T&C’s and the Award Notice.

**Terms and Conditions for Restricted Stock Units Granted Under the
Match Group, Inc. 2024 Stock and Annual Incentive Plan**

Overview

These Terms and Conditions for Restricted Stock Units, including the additional terms and conditions for your country set forth in the appendix attached hereto (the “**Appendix**” and, together with these Terms and Conditions for Restricted Stock Units, the “**RSU T&C’s**”) apply to your award of restricted stock units (the “**Award**”) granted pursuant to Section 7 of the Match Group, Inc. 2024 Stock and Annual Incentive Plan, as amended (the “**2024 Plan**”) (and any associated Dividend Equivalents), and the Notice of Restricted Stock Unit Grant (the “**Award Notice**”) to which these RSU T&C’s are attached. All capitalized terms used herein, to the extent not defined, shall have the meanings set forth in the 2024 Plan.

Continuous Service

In order for your Award to vest, you must be continuously employed by Match Group, Inc. (“**Match Group**”) or one of its Subsidiaries during the Restriction Period (as defined below). Nothing in your Award Notice, these RSU T&C’s or the 2024 Plan shall confer upon you any right to continue in the employ or service of Match Group or any of its Subsidiaries or interfere in any way with their rights to terminate your employment or service at any time.

Vesting

Subject to these RSU T&C’s and the 2024 Plan, the restricted stock units (“**RSUs**”) in respect of your Award shall vest and no longer be subject to any restriction (such period during which such restriction applies is the “**Restriction Period**”) as specified in your Award Notice.

Dividend Equivalents

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

Termination of Employment

The treatment of the RSUs in respect of your Award upon a Termination of Employment is set forth in these RSU T&C’s and the 2024 Plan. Except as set forth in your Award Notice, employment agreement (if applicable) or below, upon any Termination of Employment during the Restriction Period for any reason (including, for the avoidance of doubt, due to your death or Disability) any unvested portion of your Award (including any unvested Dividend Equivalents) shall be forfeited and canceled in its entirety effective immediately upon such event.

If: (i) your employment is terminated for Cause or if you resign in anticipation of being terminated for Cause or (ii) following any termination of your employment for any reason, Match Group becomes aware that during the two (2) years prior to such termination of employment there was an event or circumstance that would have been grounds for termination for Cause that caused or is reasonably likely to cause meaningful damage

(economic, reputational or otherwise) to Match Group and/or any of its Subsidiaries (the “**Underlying Event**”) (and which would not have been curable upon notice), then: (a) your Award (whether or not vested) (and any Dividend Equivalents) shall be forfeited and canceled in its entirety and (b) if your Award vested after the Underlying Event, then Match Group shall be entitled to recover from you at any time within two (2) years after such vesting, and you shall pay over to Match Group, any amounts realized as a result of such vesting. This remedy shall be without prejudice to, or waiver of, any other remedies Match Group and/or its Subsidiaries may have in such event.

Settlement

Subject to your satisfaction of any withholding obligations for Tax-Related Items defined and described immediately below under “Responsibility for Taxes and Withholding,” as soon as practicable after any RSUs and Dividend Equivalents in respect of your Award have vested and are no longer subject to the Restriction Period, such RSUs and Dividend Equivalents shall be settled. For each RSU or Dividend Equivalent settled, Match Group shall issue one Share for each RSU or Dividend Equivalent vesting. Notwithstanding the foregoing, Match Group shall be entitled to hold the Shares or cash issuable to you upon settlement of all RSUs and Dividend Equivalents that have vested until Match Group or the agent selected by Match Group to administer the 2024 Plan (the “**Agent**”) has received from you: (i) a duly executed Form W-9 or W-8, as applicable or (ii) payment for any Tax-Related Items of any kind required by law to be withheld with respect to such RSUs and Dividend Equivalents.

Responsibility for Taxes and Withholding

You acknowledge that, regardless of any action taken by Match Group or, if different, the Subsidiary or Affiliate for which you provide services (the “**Employer**”), the ultimate liability for all income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to your participation in the 2024 Plan and legally applicable or deemed applicable to you (“**Tax-Related Items**”) is and remains your responsibility and may exceed the amount, if any, actually withheld by Match Group or the Employer. You further acknowledge that Match Group and/or the Employer (1) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the RSUs (including any Dividend Equivalents) or the underlying shares, including, but not limited to, the grant, vesting or settlement of the RSUs and any Dividend Equivalents, the subsequent sale of Shares acquired pursuant to such settlement and the receipt of any dividends or Dividend Equivalents; and (2) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the RSUs or any Dividend Equivalents to reduce or eliminate your liability for Tax-Related Items or achieve any particular tax result. Further, if you are subject to Tax-Related Items in more than one jurisdiction, you acknowledge that Match Group and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

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

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

- v. any other method of withholding determined by Match Group and, to the extent required by and in accordance with applicable law or the 2024 Plan, approved by the Committee.

Match Group and/or the Employer may withhold or account for Tax-Related Items by considering applicable statutory withholding amounts or other applicable withholding rates, including maximum applicable rates in your jurisdiction(s). In the event of over-withholding, you may receive a refund of any over-withheld amount in cash through the Employer's normal payroll processes (with no entitlement to the equivalent in Common Stock) or, if not refunded, you may seek a refund from the local tax authorities. In the event of under-withholding, you may be required to pay additional Tax-Related Items directly to the applicable tax authority or to Match Group and/or the Employer. If the obligation for Tax-Related Items is satisfied by withholding Shares, you are deemed to have been issued the full number of shares subject to the vested RSUs and any vested Dividend Equivalents, notwithstanding that a number of Shares are withheld for the purpose of paying the Tax-Related Items.

You agree to pay to Match Group or the Employer any amount of Tax-Related Items that Match Group or the Employer may be required to withhold or account for as a result of your participation in the 2024 Plan that cannot be satisfied by the means previously described. Match Group may refuse to honor the vesting of the RSUs and/or any Dividend Equivalents and/or refuse to issue or deliver the Shares to be issued upon settlement of the RSUs and/or any Dividend Equivalents or the proceeds from the sale of the Shares to be acquired upon settlement of the RSUs and/or any Dividend Equivalents if you fail to comply with your obligations in connection with the Tax-Related Items.

Change in Control

Change in Control. "Change in Control" is defined as set forth in the 2024 Plan. The vesting of your Award will not be accelerated upon a Change in Control of Match Group. However, in the event that you cease to be employed within the two (2) year period following a Change in Control of Match Group as a result of: (i) a termination without Cause or (ii) your resignation for Good Reason, then 100% of your Award shall vest in one lump sum installment as of the date of such event. The Disaffiliation of the business or subsidiary of Match Group by which you are employed or for which you are performing services at the time of such sale or other disposition by Match Group shall be considered a Termination of Employment (*not* a Change in Control of Match Group) and shall be governed by the applicable provisions of the 2024 Plan and the provision set forth under the caption "Termination of Employment" above; *provided, however*, that the Committee may deem it appropriate to make an equitable adjustment to the number of RSUs and the number and kind of Shares underlying the RSUs underlying your Award.

Non-Transferability of the RSUs

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

No Rights as a Stockholder

Except as otherwise specifically provided in the 2024 Plan, unless and until your RSUs and any Dividend Equivalents are settled, you shall not be entitled to any rights of a stockholder with respect to the RSUs and any Dividend Equivalents (including the right to vote the shares underlying your RSUs and the right to receive dividends (except as expressly provided above with respect to Dividend Equivalents), among other rights).

Other Restrictions

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

qualification, consent or approval shall have been effected or obtained free of any conditions not acceptable to the Committee.

Conflicts and Interpretation

In the event of any conflict between these RSU T&C's and the 2024 Plan, the 2024 Plan shall control; *provided*, that an action or provision that is permissive under the terms of the 2024 Plan, and required under these RSU T&C's, shall not be deemed a conflict and these RSU T&C's shall control. In the event of any ambiguity in these RSU T&C's, or any matters as to which these RSU T&C's are silent, the 2024 Plan shall govern including, without limitation, the provisions thereof pursuant to which the Committee has the power, among others, to: (i) interpret the 2024 Plan, (ii) prescribe, amend and rescind rules and regulations relating to the 2024 Plan and (iii) make all other determinations deemed necessary or advisable for the administration of the 2024 Plan. In the event of any conflict between your Award Notice (or any other information posted by Match Group or the Agent online or given to you directly or indirectly through the Agent) and Match Group's books and records, or (ii) ambiguity in the Award Notice (or any other information posted by Match Group or the Agent online or given to you directly or indirectly through the Agent), Match Group's books and records shall control.

Amendment

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

Data Privacy

Data Processing. Match Group and your Employer collects, uses, discloses and otherwise processes certain information about you for purposes of implementing, administering and managing the 2024 Plan. You understand that this information may include, without limitation, your name, home address and telephone number, email address, date of birth, social insurance, passport or other identification number (e.g., resident registration number), salary, nationality, job title, any Shares or directorships held in Match Group or its Subsidiaries, details of all equity awards or any other entitlement to Shares or equivalent benefits awarded, canceled, exercised, vested, unvested or outstanding in your favor (the "Personal Data"). The legal basis for the processing of your Personal Data, where required, is performance of this agreement or your consent, if such consent is required under applicable law.

Stock Plan Administration Service Providers. You understand that Match Group transfers your Personal Data, or parts thereof, to Morgan Stanley, an independent service provider based in the U.S., which assists Match Group with the implementation, administration and management of the 2024 Plan. In the future, Match Group may select different service providers and share your Personal Data with such different service providers that serve Match Group in a similar manner. Match Group's service providers will open an account for you to receive and trade Shares acquired under the 2024 Plan and you may be asked to agree on separate terms and data processing practices with the service provider, which is a condition of any ability to participate in the 2024 Plan.

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

Data Retention. Match Group will process your Personal Data only as long as is necessary to implement, administer and manage your participation in the 2024 Plan, or to comply with legal or regulatory obligations, including under tax, exchange control, labor and securities laws. In the latter case, you understand and acknowledge that Match Group's legal basis, where required, for the processing of your Personal Data would be compliance with the relevant laws or regulations. When Match Group no longer

needs Personal Data for any of the above purposes, you understand that Match Group will remove it from its systems.

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

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

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

Voluntariness and Consequences of Denial/Withdrawal of Consent. If you are located in a jurisdiction where your consent is required to process your Personal Data for the purposes of the 2024 Plan (e.g., South Korea), you understand that any participation in the 2024 Plan and your consent are purely voluntary. You may withdraw your consent at any time, with future effect and for any or no reason. If you withdraw your consent, Match Group cannot offer participation in the 2024 Plan or grant RSUs or other equity awards to you or administer or maintain such awards, and you will not be eligible to participate in the 2024 Plan. You further understand that denial or withdrawal of your consent would not affect your relationship with Match Group and/or your Employer and that you would merely forfeit the opportunities associated with the 2024 Plan.

Data Privacy Consent. If you are located in a jurisdiction where your consent is required to process your Personal Data for the purposes of the 2024 Plan (e.g., South Korea), you acknowledge that you have consented to the collection, use, disclosure, and onward transfer of your Personal Data to Stock Plan Administration Service Providers as outlined in the Notice of Data Processing South Korea.

Nature of Grant

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

- i. the 2024 Plan is established voluntarily by Match Group, it is discretionary in nature and it may be modified, amended, suspended or terminated by Match Group at any time, to the extent permitted by the 2024 Plan;
- ii. no Subsidiary or Affiliate (including, but not limited to, the Employer) has any obligation to make any payment of any kind to you under these RSU T&C's;
- iii. the Award of the RSUs is exceptional, voluntary and occasional and does not create any contractual or other right to receive future grants of RSUs, or benefits in lieu of RSUs, even if RSUs have been granted in the past;

- iv. all decisions with respect to future RSUs or other equity awards, if any, will be at the sole discretion of Match Group;
- v. the Award of RSUs and your participation in the 2024 Plan shall not be interpreted as forming or amending an employment or service contract with Match Group or the Employer, and shall not interfere with the ability of Match Group, the Employer or any other Subsidiary or Affiliate, as applicable, to terminate your employment relationship (if any);
- vi. you are voluntarily participating in the 2024 Plan;
- vii. the RSUs, any Dividend Equivalents and the Shares subject to the RSUs and any Dividend Equivalents, and the income from and value of the same, are not intended to replace any pension rights or compensation;
- viii. the RSUs, any Dividend Equivalents and the Shares subject to the RSUs and any Dividend Equivalents, and the income from and value of the same, are not part of normal or expected compensation for purposes of, including but not limited to, calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, holiday pay, long-service awards, pension or retirement or welfare benefits or similar payments;
- ix. the future value of the underlying Shares is unknown, indeterminable and cannot be predicted with certainty; and
- x. no claim or entitlement to compensation or damages shall arise from forfeiture of the RSUs or any Dividend Equivalents resulting from the termination of your employment (for any reason whatsoever, whether or not later found to be invalid or in breach of employment laws in the jurisdiction where you are employed or the terms of your employment agreement, if any) or from the application of any clawback or recoupment policy adopted by Match Group or imposed by applicable law.

No Advice Regarding Grant

Match Group is not providing any tax, legal or financial advice, nor is Match Group making any recommendations regarding your participation in the 2024 Plan, or your acquisition or sale of the underlying Shares. You should consult with your own personal tax, legal and financial advisors regarding your participation in the 2024 Plan before taking any action related to the 2024 Plan.

Section 409A of the Code

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

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

Language

You acknowledge that you are proficient in the English language, or have consulted with an advisor who is proficient in the English language, so as to enable you to understand the provisions of these RSU T&C's and the 2024 Plan. If you have received these RSU T&C's or any other document related to the 2024 Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control, unless otherwise required by applicable law.

Appendix

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

Severability

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

Imposition of Other Requirements

Match Group reserves the right to impose other requirements on your participation in the 2024 Plan, on the RSUs (and any Dividend Equivalents) and on any Shares acquired under the 2024 Plan, to the extent Match Group determines it is necessary or advisable for legal or administrative reasons, and to require you to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

Compliance with Law

Notwithstanding any other provision of the 2024 Plan or these RSU T&C's, unless there is an exemption from any registration, qualification or other legal requirement applicable to the Shares, Match Group shall not be required to deliver any shares issuable upon settlement of the RSUs and any Dividend Equivalents prior to the completion of any registration or qualification of the shares under any U.S. or non-U.S. local, state or federal securities or exchange control law or under rulings or regulations of the U.S. Securities and Exchange Commission ("SEC") or of any other governmental regulatory body, or prior to obtaining any approval or other clearance from any U.S. or non-U.S. local, state or federal governmental agency, which registration, qualification or approval Match Group shall, in its absolute discretion, deem necessary or advisable. You understand that Match Group is under no obligation to register or qualify the shares with the SEC or any state or foreign securities commission or to seek approval or clearance from any governmental authority for the issuance or sale of the shares. Further, you agree that Match Group shall have unilateral authority to amend these RSU T&C's without your consent to the extent necessary to comply with securities or other laws applicable to issuance of shares.

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

Depending upon the country to which laws you are subject, you may have certain foreign asset/account and/or tax reporting requirements that may affect your ability to acquire or hold Shares under the 2024 Plan or cash received from participating in the 2024 Plan (including from any dividends or sale proceeds arising from the sale of Shares) in a brokerage or bank account outside your country of residence. Your country may require that you report such accounts, assets or transactions to the applicable authorities in your country. You also may be required to repatriate cash received from participating in the 2024 Plan to your country within a certain period of time after

receipt. You are responsible for knowledge of and compliance with any such regulations and should speak with your personal tax, legal and financial advisors regarding same.

Waiver

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

Governing Law

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

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

This Award Notice is to notify the Award Recipient set forth below that you have been granted an award (the “Award”) of performance-based restricted stock units (“PSUs”) (the “Target PSUs”) under the Match Group, Inc. 2024 Stock and Annual Incentive Plan, as amended (the “2024 Plan”), that will vest based on the achieved results against the Performance Conditions as set forth on Attachment A. PSUs shall be settled in shares of Match Group common stock (“Shares”). Except as otherwise set forth herein, the PSUs will be subject to the attached Terms and Conditions for Performance-Based Restricted Stock Units, including the additional terms and conditions for your country set forth in the appendix attached thereto (the “Appendix” and, together with the Terms and Conditions for Performance-Based Restricted Stock Units, the “PSU T&C’s”), and the 2024 Plan. Capitalized terms used (but not defined) in this Award Notice shall have the meanings set forth in the 2024 Plan.

Award Recipient: _____

Number of Shares Subject to Target PSUs _____ Shares

Award Date: _____

Performance-Based Vesting Conditions

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

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

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

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

Impact of a Termination of Employment

Except as otherwise provided in the attached PSU T&C’s or the 2024 Plan, upon your Termination of Employment, any and all unvested PSUs (including any Dividend Equivalents (as defined in the PSU T&C’s)) underlying your Award will be forfeited and canceled in their entirety.

Terms and Conditions:

Your PSUs (and any Dividend Equivalents) are subject to the PSU T&C’s and to the 2024 Plan, which are incorporated herein by reference. A copy of the 2024 Plan is available upon request from Match Group’s People Department or by emailing

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

You are required to accept this Award of PSUs by clicking “Accept” on the Morgan Stanley Shareworks award acceptance page or providing your consent by such procedures as may be prescribed by Match Group (including by other electronic acceptance procedures) within 90 days after the “Award Date” contained in this Award Notice. If you do not accept the Award of PSUs within 90 days of the Award Date, the PSUs (including any Dividend

Equivalents) will be cancelled and forfeited, and you will not be entitled to any of the PSUs (or any Dividend Equivalents), any of the Shares subject to the PSUs (or any Dividend Equivalents) or any equivalent benefit.

By accepting the PSUs, you acknowledge receipt of a copy of the 2024 Plan and agree (i) that this Award of PSUs is granted under and governed by the 2024 Plan, the PSU T&C's and this Award Notice, (ii) that you have reviewed the 2024 Plan, the PSU T&C's and this Award Notice in their entirety, have had an opportunity to obtain the advice of counsel, and fully understand all provisions of the 2024 Plan, the PSU T&C's and this Award Notice, and (iii) to accept as binding, conclusive, and final all decisions or interpretations of the Committee upon any questions relating to the 2024 Plan, the PSU T&C's and the Award Notice.

ATTACHMENT A

**Terms and Conditions for Performance-Based Restricted Stock Units Granted Under the
Match Group, Inc. 2024 Stock and Annual Incentive Plan**

Overview

These Terms and Conditions for Performance-Based Restricted Stock Units, including the additional terms and conditions for your country set forth in the appendix attached hereto (the “**Appendix**” and, together with these Terms and Conditions for Performance-Based Restricted Stock Units, the “**PSU T&C’s**”) apply to your award of performance-based restricted stock units (the “**Award**”) granted pursuant to Section 7 of the Match Group, Inc. 2024 Stock and Annual Incentive Plan, as amended (the “**2024 Plan**”) (and any associated Dividend Equivalents), and the Notice of Performance-Based Restricted Stock Unit Grant (the “**Award Notice**”) to which these PSU T&C’s are attached. All capitalized terms used herein, to the extent not defined, shall have the meanings set forth in the 2024 Plan.

Continuous Service

In order for your Award to vest, you must be continuously employed by Match Group, Inc. (“**Match Group**”) or one of its Subsidiaries during the Restriction Period (as defined below). Nothing in your Award Notice, these PSU T&C’s or the 2024 Plan shall confer upon you any right to continue in the employ or service of Match Group or any of its Subsidiaries or interfere in any way with their rights to terminate your employment or service at any time.

Vesting

Subject to these PSU T&C’s and the 2024 Plan, the performance-based restricted stock units (“**PSUs**”) in respect of your Award shall vest and no longer be subject to any restriction (such period during which such restriction applies is the “**Restriction Period**”) as specified in your Award Notice.

Dividend Equivalents

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

Termination of Employment

The treatment of the PSUs in respect of your Award upon a Termination of Employment is set forth in these PSU T&C’s and the 2024 Plan. Except as set forth in your Award Notice, employment agreement (if applicable) or below, upon any Termination of Employment during the Restriction Period for any reason (including, for the avoidance of doubt, due to your death or Disability) any unvested portion of your Award (including any unvested Dividend Equivalents) shall be forfeited and canceled in its entirety effective immediately upon such event.

If: (i) your employment is terminated for Cause or if you resign in anticipation of being terminated for Cause or (ii) following any termination of your employment for any reason, Match Group becomes aware that during the two (2) years prior to such termination of employment there was an event or circumstance that would

have been grounds for termination for Cause that caused or is reasonably likely to cause meaningful damage (economic, reputational or otherwise) to Match Group and/or any of its Subsidiaries (the “**Underlying Event**”) (and which would not have been curable upon notice), then: (a) your Award (whether or not vested) (and any Dividend Equivalents) shall be forfeited and canceled in its entirety and (b) if your Award vested after the Underlying Event, then Match Group shall be entitled to recover from you at any time within two (2) years after such vesting, and you shall pay over to Match Group, any amounts realized as a result of such vesting. This remedy shall be without prejudice to, or waiver of, any other remedies Match Group and/or its Subsidiaries may have in such event.

Settlement

Subject to your satisfaction of any withholding obligations for Tax-Related Items defined and described immediately below under “Responsibility for Taxes and Withholding,” as soon as practicable after any PSUs and Dividend Equivalents in respect of your Award have vested and are no longer subject to the Restriction Period, such PSUs and Dividend Equivalents shall be settled. For each PSU or Dividend Equivalent settled, Match Group shall issue one Share for each PSU or Dividend Equivalent vesting. Notwithstanding the foregoing, Match Group shall be entitled to hold the Shares or cash issuable to you upon settlement of all PSUs and Dividend Equivalents that have vested until Match Group or the agent selected by Match Group to administer the 2024 Plan (the “**Agent**”) has received from you: (i) a duly executed Form W-9 or W-8, as applicable or (ii) payment for any Tax-Related Items of any kind required by law to be withheld with respect to such PSUs and Dividend Equivalents.

Responsibility for Taxes and Withholding

You acknowledge that, regardless of any action taken by Match Group or, if different, the Subsidiary or Affiliate for which you provide services (the “**Employer**”), the ultimate liability for all income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to your participation in the 2024 Plan and legally applicable or deemed applicable to you (“**Tax-Related Items**”) is and remains your responsibility and may exceed the amount, if any, actually withheld by Match Group or the Employer. You further acknowledge that Match Group and/or the Employer (1) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the PSUs (including any Dividend Equivalents) or the underlying shares, including, but not limited to, the grant, vesting or settlement of the PSUs and any Dividend Equivalents, the subsequent sale of Shares acquired pursuant to such settlement and the receipt of any dividends or Dividend Equivalents; and (2) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the PSUs or any Dividend Equivalents to reduce or eliminate your liability for Tax-Related Items or achieve any particular tax result. Further, if you are subject to Tax-Related Items in more than one jurisdiction, you acknowledge that Match Group and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

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

- i. requiring you to make a payment in a form acceptable to Match Group; or
- ii. withholding from your wages or other cash compensation payable to you, in accordance with applicable law; or
- iii. withholding from proceeds of the sale of Shares acquired upon settlement of the PSUs and any Dividend Equivalents either through a voluntary sale or through a mandatory sale arranged by Match Group (on your behalf pursuant to this authorization without further consent); or
- iv. withholding in Shares to be issued upon settlement of the PSUs and any Dividend Equivalents, provided, however, that if you are a Section 16 officer of Match Group under the Exchange Act,

then the Committee (as constituted in accordance with Rule 16b-3 under the Exchange Act) shall establish the method of withholding in advance of the taxable event; or

- v. any other method of withholding determined by Match Group and, to the extent required by and in accordance with applicable law or the 2024 Plan, approved by the Committee.

Match Group and/or the Employer may withhold or account for Tax-Related Items by considering applicable statutory withholding amounts or other applicable withholding rates, including maximum applicable rates in your jurisdiction(s). In the event of over-withholding, you may receive a refund of any over-withheld amount in cash through the Employer's normal payroll processes (with no entitlement to the equivalent in Common Stock) or, if not refunded, you may seek a refund from the local tax authorities. In the event of under-withholding, you may be required to pay additional Tax-Related Items directly to the applicable tax authority or to Match Group and/or the Employer. If the obligation for Tax-Related Items is satisfied by withholding Shares, you are deemed to have been issued the full number of shares subject to the vested PSUs and any vested Dividend Equivalents, notwithstanding that a number of Shares are withheld for the purpose of paying the Tax-Related Items.

You agree to pay to Match Group or the Employer any amount of Tax-Related Items that Match Group or the Employer may be required to withhold or account for as a result of your participation in the 2024 Plan that cannot be satisfied by the means previously described. Match Group may refuse to honor the vesting of the PSUs and/or any Dividend Equivalents and/or refuse to issue or deliver the Shares to be issued upon settlement of the PSUs and/or any Dividend Equivalents or the proceeds from the sale of the Shares to be acquired upon settlement of the PSUs and/or any Dividend Equivalents if you fail to comply with your obligations in connection with the Tax-Related Items.

Change in Control

Change in Control. "Change in Control" is defined as set forth in the 2024 Plan. The vesting of your Award will not be accelerated upon a Change in Control of Match Group. However, in the event that you cease to be employed within the two (2) year period following a Change in Control of Match Group as a result of: (i) a termination without Cause or (ii) your resignation for Good Reason, then 100% of your Award shall vest in one lump sum installment as of the date of such event. The Disaffiliation of the business or subsidiary of Match Group by which you are employed or for which you are performing services at the time of such sale or other disposition by Match Group shall be considered a Termination of Employment (*not* a Change in Control of Match Group) and shall be governed by the applicable provisions of the 2024 Plan and the provision set forth under the caption "Termination of Employment" above; *provided, however*, that the Committee may deem it appropriate to make an equitable adjustment to the number of PSUs and the number and kind of Shares underlying the PSUs underlying your Award.

Non-Transferability of the PSUs

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

No Rights as a Stockholder

Except as otherwise specifically provided in the 2024 Plan, unless and until your PSUs and any Dividend Equivalents are settled, you shall not be entitled to any rights of a stockholder with respect to the PSUs and any Dividend Equivalents (including the right to vote the shares underlying your PSUs and the right to receive dividends (except as expressly provided above with respect to Dividend Equivalents), among other rights).

Other Restrictions

The PSUs and any Dividend Equivalents shall be subject to the requirement that, if at any time the Committee shall determine that: (i) the listing, registration or other qualification of the Shares subject or related thereto upon any securities exchange or under any state or federal law, or (ii) the consent or approval or permit of

any government regulatory body, is necessary or desirable as a condition of (or in connection with) the delivery of shares, then in any such event, the award of PSUs shall not be effective unless such listing, registration, qualification, consent or approval shall have been effected or obtained free of any conditions not acceptable to the Committee.

Conflicts and Interpretation

In the event of any conflict between these PSU T&C's and the 2024 Plan, the 2024 Plan shall control; *provided*, that an action or provision that is permissive under the terms of the 2024 Plan, and required under these PSU T&C's, shall not be deemed a conflict and these PSU T&C's shall control. In the event of any ambiguity in these PSU T&C's, or any matters as to which these PSU T&C's are silent, the 2024 Plan shall govern including, without limitation, the provisions thereof pursuant to which the Committee has the power, among others, to: (i) interpret the 2024 Plan, (ii) prescribe, amend and rescind rules and regulations relating to the 2024 Plan and (iii) make all other determinations deemed necessary or advisable for the administration of the 2024 Plan. In the event of any conflict between your Award Notice (or any other information posted by Match Group or the Agent online or given to you directly or indirectly through the Agent) and Match Group's books and records, or (ii) ambiguity in the Award Notice (or any other information posted by Match Group or the Agent online or given to you directly or indirectly through the Agent), Match Group's books and records shall control.

Amendment

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

Data Privacy

Data Processing. Match Group and your Employer collects, uses, discloses and otherwise processes certain information about you for purposes of implementing, administering and managing the 2024 Plan. You understand that this information may include, without limitation, your name, home address and telephone number, email address, date of birth, social insurance, passport or other identification number (e.g., resident registration number), salary, nationality, job title, any Shares or directorships held in Match Group or its Subsidiaries, details of all equity awards or any other entitlement to Shares or equivalent benefits awarded, canceled, exercised, vested, unvested or outstanding in your favor (the "Personal Data"). The legal basis for the processing of your Personal Data, where required, is performance of this agreement or your consent, if such consent is required under applicable law.

Stock Plan Administration Service Providers. You understand that Match Group transfers your Personal Data, or parts thereof, to Morgan Stanley, an independent service provider based in the U.S., which assists Match Group with the implementation, administration and management of the 2024 Plan. In the future, Match Group may select different service providers and share your Personal Data with such different service providers that serve Match Group in a similar manner. Match Group's service providers will open an account for you to receive and trade Shares acquired under the 2024 Plan and you may be asked to agree on separate terms and data processing practices with the service provider, which is a condition of any ability to participate in the 2024 Plan.

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

Data Retention. Match Group will process your Personal Data only as long as is necessary to implement, administer and manage your participation in the 2024 Plan, or to comply with legal or regulatory obligations, including under tax, exchange control, labor and securities laws. In the latter case, you

understand and acknowledge that Match Group’s legal basis, where required, for the processing of your Personal Data would be compliance with the relevant laws or regulations. When Match Group no longer needs Personal Data for any of the above purposes, you understand that Match Group will remove it from its systems.

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

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

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

Voluntariness and Consequences of Denial/Withdrawal of Consent. If you are located in a jurisdiction where your consent is required to process your Personal Data for the purposes of the 2024 Plan (e.g., South Korea), you understand that any participation in the 2024 Plan and your consent are purely voluntary. You may withdraw your consent at any time, with future effect and for any or no reason. If you withdraw your consent, Match Group cannot offer participation in the 2024 Plan or grant PSUs or other equity awards to you or administer or maintain such awards, and you will not be eligible to participate in the 2024 Plan. You further understand that denial or withdrawal of your consent would not affect your relationship with Match Group and/or your Employer and that you would merely forfeit the opportunities associated with the 2024 Plan.

Data Privacy Consent. If you are located in a jurisdiction where your consent is required to process your Personal Data for the purposes of the 2024 Plan (e.g., South Korea), you acknowledge that you have consented to the collection, use, disclosure, and onward transfer of your Personal Data to Stock Plan Administration Service Providers as outlined in the Notice of Data Processing South Korea.

Nature of Grant

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

- i. the 2024 Plan is established voluntarily by Match Group, it is discretionary in nature and it may be modified, amended, suspended or terminated by Match Group at any time, to the extent permitted by the 2024 Plan;
- ii. no Subsidiary or Affiliate (including, but not limited to, the Employer) has any obligation to make any payment of any kind to you under these PSU T&C’s;

- iii. the Award of the PSUs is exceptional, voluntary and occasional and does not create any contractual or other right to receive future grants of PSUs, or benefits in lieu of PSUs, even if PSUs have been granted in the past;
- iv. all decisions with respect to future PSUs or other equity awards, if any, will be at the sole discretion of Match Group;
- v. the Award of PSUs and your participation in the 2024 Plan shall not be interpreted as forming or amending an employment or service contract with Match Group or the Employer, and shall not interfere with the ability of Match Group, the Employer or any other Subsidiary or Affiliate, as applicable, to terminate your employment relationship (if any);
- vi. you are voluntarily participating in the 2024 Plan;
- vii. the PSUs, any Dividend Equivalents and the Shares subject to the PSUs and any Dividend Equivalents, and the income from and value of the same, are not intended to replace any pension rights or compensation;
- viii. the PSUs, any Dividend Equivalents and the Shares subject to the PSUs and any Dividend Equivalents, and the income from and value of the same, are not part of normal or expected compensation for purposes of, including but not limited to, calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, holiday pay, long-service awards, pension or retirement or welfare benefits or similar payments;
- ix. the future value of the underlying Shares is unknown, indeterminable and cannot be predicted with certainty; and
- x. no claim or entitlement to compensation or damages shall arise from forfeiture of the PSUs or any Dividend Equivalents resulting from the termination of your employment (for any reason whatsoever, whether or not later found to be invalid or in breach of employment laws in the jurisdiction where you are employed or the terms of your employment agreement, if any) or from the application of any clawback or recoupment policy adopted by Match Group or imposed by applicable law.

No Advice Regarding Grant

Match Group is not providing any tax, legal or financial advice, nor is Match Group making any recommendations regarding your participation in the 2024 Plan, or your acquisition or sale of the underlying Shares. You should consult with your own personal tax, legal and financial advisors regarding your participation in the 2024 Plan before taking any action related to the 2024 Plan.

Section 409A of the Code

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

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

Language

You acknowledge that you are proficient in the English language, or have consulted with an advisor who is proficient in the English language, so as to enable you to understand the provisions of these PSU T&C’s and the 2024 Plan. If you have received these PSU T&C’s or any other document related to the 2024 Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control, unless otherwise required by applicable law.

Appendix

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

Severability

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

Imposition of Other Requirements

Match Group reserves the right to impose other requirements on your participation in the 2024 Plan, on the PSUs (and any Dividend Equivalents) and on any Shares acquired under the 2024 Plan, to the extent Match Group determines it is necessary or advisable for legal or administrative reasons, and to require you to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

Compliance with Law

Notwithstanding any other provision of the 2024 Plan or these PSU T&C’s, unless there is an exemption from any registration, qualification or other legal requirement applicable to the Shares, Match Group shall not be required to deliver any shares issuable upon settlement of the PSUs and any Dividend Equivalents prior to the completion of any registration or qualification of the shares under any U.S. or non-U.S. local, state or federal securities or exchange control law or under rulings or regulations of the U.S. Securities and Exchange Commission (“SEC”) or of any other governmental regulatory body, or prior to obtaining any approval or other clearance from any U.S. or non-U.S. local, state or federal governmental agency, which registration, qualification or approval Match Group shall, in its absolute discretion, deem necessary or advisable. You understand that Match Group is under no obligation to register or qualify the shares with the SEC or any state or foreign securities commission or to seek approval or clearance from any governmental authority for the issuance or sale of the shares. Further, you agree that Match Group shall have unilateral authority to amend these PSU T&C’s without your consent to the extent necessary to comply with securities or other laws applicable to issuance of shares.

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

Depending upon the country to which laws you are subject, you may have certain foreign asset/account and/or tax reporting requirements that may affect your ability to acquire or hold Shares under the 2024 Plan or cash received from participating in the 2024 Plan (including from any dividends or sale proceeds arising from the sale of Shares) in a brokerage or bank account outside your country of residence. Your country may require that you report such accounts, assets or transactions to the applicable authorities in your country. You also may be required to repatriate cash received from participating in the 2024 Plan to your country within a certain period of time after receipt. You are responsible for knowledge of and compliance with any such regulations and should speak with your personal tax, legal and financial advisors regarding same.

Waiver

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

Governing Law

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

Securities Trading Policy (September 2025)

Background and Purpose

We have adopted this Securities Trading Policy (this “Policy”) to help you comply with U.S. securities laws and to protect the reputation of Match Group, Inc. (“Match Group”) for integrity and ethical conduct. Under the securities laws, it is generally illegal for any person to trade in the securities of Match Group or any other company while in the possession of material non-public information about that company. It is also generally illegal for any such person to give material non-public information about Match Group or any other company to others who then trade based on that information. The consequences of prohibited insider trading or the sharing of material non-public information can be severe for both individuals engaging in such behavior and for Match Group. People who violate the law, as well as Match Group, its directors and officers and the managers of the person violating the rules may be required to pay major civil or criminal penalties and could be subject to private lawsuits in connection with the violation of the insider trading laws.

Scope

This Policy applies to the following: (1) directors, officers, employees, contractors and consultants of Match Group and its subsidiaries; (2) the spouses, domestic partners, minor children (even if financially independent) of such directors, officers, employees, contractors or consultants; (3) anyone to whom Match Group directors, officers, employees, contractors or consultants provide significant financial support; and (4) any entity or account which any of the persons listed above have or share the power, directly or indirectly, to make investment decisions over, whether or not such persons have a financial interest in such entity or account (which we define, together with the persons listed in (2) and (3) above, as “Affiliated Persons and Entities”). This Policy applies to you regardless of where you are located when you trade in Match Group securities.

This Policy governs sales, purchases, gifts and other transfers of all types of securities of Match Group, including common stock, preferred stock, warrants, debt securities and options, puts and calls (“Match Group Securities”). This Policy’s trading restrictions also apply to (i) the sale or transfer of stock you acquire through participation in Match Group’s Employee Stock Purchase Plan or the vesting or exercise of Match Group equity awards, (ii) the cashless exercise of stock options through a broker, and (iii) the trading of Match Group Securities through a retirement or health savings account.

What is “Insider Trading?”

- U.S. securities laws prohibit a person from trading securities if the person possesses material non-public information about the issuer of the securities. These laws also prohibit persons who are aware of such information from disclosing or ‘tipping’ this information to others who may trade.

- Information is material if there is a substantial likelihood that a reasonable investor would consider it important in making an investment decision or if it could be expected to affect the market price of a security. Material information can be favorable or unfavorable. What is material is usually determined on a case-by-case basis, in light of all the surrounding circumstances. If it is not clear whether information is material, it should be treated as if it is material.
- Information should be considered non-public if it has not been disclosed in reports filed with the U. S. Securities and Exchange Commission or in a widely disseminated press release. If it is not clear whether information has been sufficiently publicized, it should be treated as if it is non-public.
- Examples of information which could be material include (but are not limited to):
 - Earnings reports, projections and other financial information;
 - Key performance indicators;
 - Proposed major spending programs;
 - Pending or threatened regulatory or litigation proceedings, investigations or the resolution thereof;
 - Significant changes in senior management;
 - A pending or proposed merger, acquisition or divestiture of a significant business or significant assets, or the expansion or curtailment of operations;
 - Securities offerings or other financings;
 - Changes in debt ratings, or analyst upgrades or downgrades;
 - Significant changes in accounting treatment, write-offs or effective tax rate;
 - New major contracts, suppliers, customers, or the loss thereof;
 - New major product or feature launches;
 - Cybersecurity incidents, including any breach of information systems that results in the exposure or loss of user information, in particular personal information;
 - Liquidity problems;
 - Changes in auditors or auditor notification that Match Group may no longer rely on an audit report; and
 - Stock splits or other corporate actions.

General Securities Trading Policy -- Prohibition of Insider Trading

You may not buy, sell, gift or otherwise transfer Match Group Securities if you are in possession of any material non-public information relating to Match Group, and may transact only when all material information known to you has been available to investors generally for at least two business days, except for transactions with Match Group itself or pursuant to a Rule 10b5-1 trading plan approved in advance by Match Group’s Chief Legal Officer.

Prohibition on “Tipping”

You may not pass on to any person any material non-public information concerning Match Group, whether or not you have any information regarding such person’s intention to engage in any transaction involving Match Group Securities, except to persons within Match Group whose positions require them to know such information. You should not discuss material non-public information concerning Match Group in public places. Additionally, you may not recommend to any

person that such person engage in or refrain from engaging in any transaction involving Match Group Securities if you are in possession of material non-public information regarding Match Group.

Material Non-Public Information and Securities of Other Companies

The foregoing provisions also apply to material non-public information, and transacting in securities, of other companies if you obtain material non-public information relating to such companies in the course of performing your duties for Match Group.

Trading Windows

Match Group encourages an open and transparent workplace culture. To avoid insider trading or the appearance of insider trading, you are permitted to buy, sell, gift or otherwise transfer Match Group Securities only during designated trading windows, which begin on the second trading day following the day on which Match Group publicly releases its annual or quarterly financial results and end on the 7th day of the third month of each fiscal quarter, unless otherwise specified by Match Group's Chief Legal Officer. Outside of trading windows, no purchases, sales or other transfers of Match Group Securities are permitted, except for transactions with Match Group itself or pursuant to a Rule 10b5-1 trading plan approved in advance by Match Group's Chief Legal Officer. Even during a trading window, you are prohibited from buying, selling, gifting or otherwise transferring Match Group Securities if you are aware of material non-public information.

The prohibition against trading outside of a trading window also means that brokers cannot fulfill "limit orders" outside of a trading window. All limit orders must be closed out prior to the end of a trading window.

Match Group may restrict trading even during a trading window, as circumstances dictate. In such event, Match Group's Chief Legal Officer may notify individuals that they should not engage in any transactions involving Match Group Securities. No reasons may be provided, and the closing of the trading window may itself constitute material non-public information that should not be communicated.

Because of their access to confidential information on a regular basis, this Policy subjects directors, executive officers and certain other designated individuals ("Match Group Insiders") to additional restrictions on trading, which are described in [Appendix A](#) attached to this Policy. You will receive notice if you are deemed a Match Group Insider.

Post-Termination Transactions

Upon termination of service as a director, officer, employee, contractor or consultant of Match Group or one of its subsidiaries, you continue to be subject to the restrictions on securities trading contained in the U.S. securities laws, as well as to Match Group's policy regarding the safeguarding of confidential information. If your service terminates outside of a trading window, you and your Affiliated Persons and Entities will continue to be subject to the trading window requirements described in this Policy until the beginning of the next trading window.

Prohibition on Derivatives and Frequent Trading

You may not at any time engage in transactions in publicly traded options, such as puts, calls, prepaid variable forward contracts and equity swaps, or other derivatives that are designed to hedge or speculate on any change in the market value of or relating to Match Group Securities, or engage in short sales with respect to Match Group Securities. This prohibition extends to all forms of hedging transactions, such as zero-cost collars and forward sale contracts, as they involve the establishment of a short position in Match Group Securities.

Prohibition on Pledging of Securities, Margin Accounts

Pledged securities may be sold by the pledgee without the pledgor's consent. For example, securities held in a margin account may be sold without the customer's consent if the customer fails to meet a margin call. Similarly, securities pledged as collateral for a loan may be sold in foreclosure if the borrower defaults on the loan. Because such a sale or foreclosure may occur at a time when you have material non-public information or are otherwise not permitted to trade in Match Group Securities, you may not pledge Match Group Securities in any manner, including by purchasing Match Group Securities on margin, holding Match Group Securities in an account utilizing margin, or otherwise pledging Match Group securities as collateral for a loan.

Transactions by Affiliated Persons and Entities

This Policy also applies to your Affiliated Persons and Entities. You are responsible for the transactions of Affiliated Persons and Entities and therefore should make them aware of the need to confer with you before they transact in Match Group Securities, and you should treat all such transactions for the purposes of this Policy and applicable securities laws as if the transactions were for your own account.

Individual Responsibility

You have ethical and legal obligations to maintain the confidentiality of information about Match Group and to not engage in transactions in Match Group Securities while in possession of material non-public information. In all cases, the responsibility for determining whether you are in possession of material non-public information rests with you, and any action on the part of Match Group, Match Group's Chief Legal Officer or any other Match Group employee pursuant to this Policy (or otherwise) does not in any way constitute legal advice or insulate an individual from liability under applicable securities laws.

Penalties for Insider Trading and Other Violations

Penalties for trading on or impermissibly communicating material non-public information are severe and may be applied against the individual, as well as against Match Group and controlling persons of Match Group. A person can be subject to some or all of the penalties noted below even if they do not personally benefit from the violation. Penalties include but are not limited to:

1. Civil injunctions;
2. Disgorgement of profits;
3. Jail sentences; and
4. Fines.

In addition, any violation of this Policy can be expected to result in serious sanctions by Match Group, including dismissal, suspension without pay, loss of pay or bonus, loss of benefits, demotion or other sanctions, whether or not the violation of Match Group policy or procedure also constituted a violation of law.

Questions

If you have any questions regarding a particular securities transaction, or this Policy generally, please do not hesitate to contact Match Group's Legal Department.

Appendix A
Additional Procedures for Insiders

Match Group Insiders are subject to additional trading restrictions by virtue of their regular or routine access to material non-public information or by virtue of their involvement with a project that results in knowledge of material non-public information. Match Group Insiders are subject to the following restrictions on trading in Match Group Securities in addition to those set forth elsewhere in this Policy.

- Insiders. Match Group Insiders consist of directors and executive officers of Match Group and such other persons as may be designated from time to time and informed of such status by Match Group's Chief Legal Officer or such officer's designee. Affiliated Persons and Entities of the persons listed above are also considered Insiders.
- Pre-Clearance. All purchases, sales, gifts and other transfers of Match Group Securities by Match Group Insiders and their Affiliated Persons and Entities must be approved in advance by Match Group's Chief Legal Officer or such officer's designee. Pre-cleared transactions not completed within two business days of the date of approval will require new pre-clearance. Match Group's Chief Legal Officer may choose to shorten this period in their sole discretion.

It is still the responsibility of each Match Group Insider and their Affiliated Persons and Entities to determine whether or not they have material nonpublic information both when a pre-clearance request is submitted and at the time any trade is executed. Even after obtaining pre-clearance, you may not trade Match Group Securities if you become subject to a blackout period or become aware of material nonpublic information prior to the trade being executed.

**Match Group, Inc. Subsidiaries
As of December 31, 2025***

Entity	Jurisdiction of Formation
Eureka, Inc.	Japan
GDA, LLC	Delaware
Hinge, Inc.	Delaware
Hyperconnect LLC	South Korea
Match Group Americas, LLC	Delaware
Match Group FinanceCo 2, Inc.	Delaware
Match Group FinanceCo 3, Inc.	Delaware
Match Group Holdings I, LLC	Delaware
Match Group Holdings II, LLC	Delaware
Meetic SAS	France
MTCH Technology Services Limited	Ireland
Plentyoffish Media ULC	British Columbia
Tinder LLC	Delaware

* Pursuant to Item 601(b)(21)(ii) of Regulation S-K, the names of other subsidiaries of Match Group, Inc. are omitted because, considered in the aggregate as a single subsidiary, they would not constitute a significant subsidiary as of the end of the year covered by this Annual Report on Form 10-K.

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the following Registration Statements:

- (1) Registration Statement (Form S-8 No. 333-239709 and No. 333-236420) pertaining to the 2015 Stock and Annual Incentive Plan of Match Group, Inc.;
- (2) Registration Statement (Form S-8 No. 333-239711 and No. 333-236420) pertaining to the 2017 Stock and Annual Incentive Plan of Match Group, Inc.;
- (3) Registration Statement (Form S-8, No. 333-236420) pertaining to the 2020 Stock and Annual Incentive Plan of Match Group, Inc.;
- (4) Registration Statement (Form S-8, No. 333-239711, No. 333-285335 and 333-289283) pertaining to the 2024 Stock and Annual Incentive Plan of Match Group, Inc.;
- (5) Registration Statement (Form S-8, No. 333-257618) pertaining to the Match Group, Inc. 2021 Global Employee Stock Purchase Plan of Match Group, Inc.; and
- (6) Registration Statement (Form S-3, No. 333-271669) of Match Group, Inc.

of our reports dated February 26, 2026, with respect to the consolidated financial statements and schedule of Match Group, Inc. and subsidiaries, and the effectiveness of internal control over financial reporting of Match Group, Inc. and subsidiaries, included in this Annual Report (Form 10-K) of Match Group, Inc. and subsidiaries for the year ended December 31, 2025.

/s/ Ernst & Young LLP

New York, New York
February 26, 2026

Certification

I, Spencer Rascoff, certify that:

1. I have reviewed this report on Form 10-K for the fiscal year ended December 31, 2025 of Match Group, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated: February 26, 2026

/s/ SPENCER RASCOFF

Spencer Rascoff
Chief Executive Officer

Certification

I, Steven Bailey, certify that:

1. I have reviewed this report on Form 10-K for the fiscal year ended December 31, 2025 of Match Group, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated: February 26, 2026

/s/ STEVEN BAILEY

Steven Bailey

Chief Financial Officer

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

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

- (1) the Annual Report on Form 10-K for the fiscal year ended December 31, 2025 of Match Group, Inc. (the "Report") which this statement accompanies fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m or 78o(d)); and
- (2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of Match Group, Inc.

Dated: February 26, 2026

/s/ SPENCER RASCOFF

Spencer Rascoff

Chief Executive Officer

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

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

- (1) the Annual Report on Form 10-K for the fiscal year ended December 31, 2025 of Match Group, Inc. (the "Report") which this statement accompanies fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m or 78o(d)); and
- (2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of Match Group, Inc.

Dated: February 26, 2026

/s/ STEVEN BAILEY

Steven Bailey

Chief Financial Officer