

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

FORM 10-Q

(Mark One)

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

**For the quarterly period ended June 30, 2023
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 Number: 001-37622**

Block, Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

80-0429876
(IRS Employer
Identification No.)

**1955 Broadway, Suite 600
Oakland, CA 94612¹**
(Address of principal executive offices, including zip code)
(415) 375-3176
(Registrant's telephone number, including area code)

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

Title of Each Class	Trading Symbol(s)	Name of each exchange on which registered
Class A common stock, \$0.0000001 par value per share	SQ	New York Stock Exchange

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

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

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

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

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

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

As of July 28, 2023, the number of shares of the registrant's Class A common stock outstanding was 549,440,659 and the number of shares of the registrant's Class B common stock outstanding was 60,635,533.

¹ We have adopted a distributed work model and, therefore, have no formal headquarters. This address represents our "principal executive office," which we are required to identify under Securities and Exchange Commission rules.

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CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Quarterly Report on Form 10-Q contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended, that involve substantial risks and uncertainties. Forward-looking statements generally relate to future events or our future financial or operating performance. In some cases, you can identify forward-looking statements because they contain words such as “may,” “will,” “appears,” “should,” “expects,” “plans,” “anticipates,” “could,” “intends,” “target,” “projects,” “contemplates,” “believes,” “estimates,” “predicts,” “potential,” or “continue,” or the negative of these words or other similar terms or expressions that concern our expectations, strategy, plans, or intentions. Forward-looking statements contained in this Quarterly Report on Form 10-Q include, but are not limited to, statements about our future financial and operating performance, our expectations regarding transaction and loan losses, the adequacy of our allowance for loan losses on loans held for investment, or increased delinquencies, and the impact of inaccurate estimates or inadequate reserves, our anticipated growth and growth strategies and our ability to effectively manage that growth, our ability to invest in and develop our products and services to operate with changing technology, the expected benefits of our products to our customers and the impact of our products on our business, our expectations regarding product launches, trends in our markets and the continuation of such trends, our plans with respect to patents and other intellectual property, our expectations regarding litigation and regulatory matters and the adequacy of reserves for such matters, our expectations regarding share-based compensation, our expectations regarding the impacts of accounting guidance and the timing of our compliance therewith, our expectations regarding restricted cash, and the sufficiency of our cash and cash equivalents and cash generated from operations to meet our working capital and capital expenditure requirements.

We have based these forward-looking statements on our current expectations and projections about future events and trends that we believe may affect our business, financial condition, results of operations, prospects, business strategy, and financial needs. The outcome of the events described in these forward-looking statements is subject to known and unknown risks, uncertainties, and other factors described in the section titled “Risk Factors” and elsewhere in this Quarterly Report on Form 10-Q. We operate in a very competitive and rapidly changing environment. New risks and uncertainties emerge from time to time and it is not possible for us to predict all risks and uncertainties that could have an impact on the forward-looking statements contained in this Quarterly Report on Form 10-Q. We cannot assure you that the results, events, and circumstances reflected in the forward-looking statements will be achieved or occur, and actual results, events, or circumstances could differ materially from those described in the forward-looking statements.

All forward-looking statements are based on information and estimates available to us at the time of filing this Quarterly Report on Form 10-Q and are not guarantees of future performance. We undertake no obligation to update any forward-looking statements made in this Quarterly Report on Form 10-Q to reflect events or circumstances after the date of this Quarterly Report on Form 10-Q or to reflect new information or the occurrence of unanticipated events, except as required by law.

Part I—Financial Information

Item 1. Financial Statements

BLOCK, INC.
CONDENSED CONSOLIDATED BALANCE SHEETS
(In thousands, except per share data)

	June 30, 2023	December 31, 2022
Assets	(Unaudited)	
Current assets:		
Cash and cash equivalents	\$ 4,745,884	\$ 4,544,202
Investments in short-term debt securities	1,121,830	1,081,851
Settlements receivable	2,055,298	2,416,324
Customer funds	3,352,656	3,180,324
Consumer receivables, net	1,627,580	1,871,160
Loans held for sale	499,250	474,036
Safeguarding asset related to bitcoin held for other parties	763,516	428,243
Other current assets	1,675,082	1,627,265
Total current assets	15,841,096	15,623,405
Goodwill	11,944,085	11,966,761
Acquired intangible assets, net	1,878,238	2,014,034
Investments in long-term debt securities	297,230	573,429
Operating lease right-of-use assets	282,808	373,172
Other non-current assets	832,467	813,539
Total assets	\$ 31,075,924	\$ 31,364,340
Liabilities and Stockholders' Equity		
Current liabilities:		
Customers payable	\$ 5,536,418	\$ 5,548,656
Settlements payable	323,197	462,505
Accrued expenses and other current liabilities	1,085,584	1,073,516
Current portion of long-term debt (Note 13)	—	460,356
Warehouse funding facilities, current	530,321	461,240
Safeguarding obligation liability related to bitcoin held for other parties	763,516	428,243
Total current liabilities	8,239,036	8,434,516
Warehouse funding facilities, non-current	289,849	877,066
Long-term debt (Note 13)	4,114,916	4,109,829
Operating lease liabilities, non-current	315,130	357,419
Other non-current liabilities	347,185	334,155
Total liabilities	13,306,116	14,112,985
Commitments and contingencies (Note 18)		
Stockholders' equity:		
Preferred stock, \$0.0000001 par value: 100,000 shares authorized at June 30, 2023 and December 31, 2022. None issued and outstanding at June 30, 2023 and December 31, 2022.	—	—
Class A common stock, \$0.0000001 par value: 1,000,000 shares authorized at June 30, 2023 and December 31, 2022; 548,236 and 539,408 issued and outstanding at June 30, 2023 and December 31, 2022, respectively.	—	—
Class B common stock, \$0.0000001 par value: 500,000 shares authorized at June 30, 2023 and December 31, 2022; 60,636 and 60,652 issued and outstanding at June 30, 2023 and December 31, 2022, respectively.	—	—
Additional paid-in capital	18,992,590	18,314,681
Accumulated other comprehensive loss	(537,378)	(523,090)
Accumulated deficit	(708,056)	(568,712)
Total stockholders' equity attributable to common stockholders	17,747,156	17,222,879
Noncontrolling interests	22,652	28,476
Total stockholders' equity	17,769,808	17,251,355
Total liabilities and stockholders' equity	\$ 31,075,924	\$ 31,364,340

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

BLOCK, INC.
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(Unaudited)
(In thousands, except per share data)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2023	2022	2023	2022
Revenue:				
Transaction-based revenue	\$ 1,637,654	\$ 1,475,707	\$ 3,060,359	\$ 2,708,676
Subscription and services-based revenue	1,461,497	1,094,856	2,827,721	2,054,413
Hardware revenue	44,922	48,051	82,373	85,377
Bitcoin revenue	2,390,884	1,785,885	4,554,635	3,516,678
Total net revenue	<u>5,534,957</u>	<u>4,404,499</u>	<u>10,525,088</u>	<u>8,365,144</u>
Cost of revenue:				
Transaction-based costs	950,523	875,762	1,771,310	1,591,998
Subscription and services-based costs	279,223	213,271	543,315	396,128
Hardware costs	74,085	83,494	132,870	147,158
Bitcoin costs	2,346,633	1,744,425	4,460,008	3,431,884
Amortization of acquired technology assets	18,392	17,899	36,900	33,368
Total cost of revenue	<u>3,668,856</u>	<u>2,934,851</u>	<u>6,944,403</u>	<u>5,600,536</u>
Gross profit	<u>1,866,101</u>	<u>1,469,648</u>	<u>3,580,685</u>	<u>2,764,608</u>
Operating expenses:				
Product development	694,672	524,827	1,321,609	983,051
Sales and marketing	537,607	530,827	1,033,618	1,032,389
General and administrative	549,293	395,720	982,118	839,869
Transaction, loan, and consumer receivable losses	179,771	156,697	307,667	247,847
Bitcoin impairment losses	—	35,961	—	35,961
Amortization of customer and other acquired intangible assets	36,865	39,389	73,952	66,053
Total operating expenses	<u>1,998,208</u>	<u>1,683,421</u>	<u>3,718,964</u>	<u>3,205,170</u>
Operating loss	<u>(132,107)</u>	<u>(213,773)</u>	<u>(138,279)</u>	<u>(440,562)</u>
Interest expense (income), net	(3,944)	12,966	(7,105)	28,714
Other expense (income), net	1,379	(18,766)	19,750	(52,238)
Loss before income tax	<u>(129,542)</u>	<u>(207,973)</u>	<u>(150,924)</u>	<u>(417,038)</u>
Provision (benefit) for income taxes	<u>(3,700)</u>	<u>1,304</u>	<u>(5,756)</u>	<u>(398)</u>
Net loss	<u>(125,842)</u>	<u>(209,277)</u>	<u>(145,168)</u>	<u>(416,640)</u>
Less: Net loss attributable to noncontrolling interests	<u>(3,336)</u>	<u>(1,263)</u>	<u>(5,824)</u>	<u>(4,427)</u>
Net loss attributable to common stockholders	<u>\$ (122,506)</u>	<u>\$ (208,014)</u>	<u>\$ (139,344)</u>	<u>\$ (412,213)</u>
Net loss per share attributable to common stockholders:				
Basic	<u>\$ (0.20)</u>	<u>\$ (0.36)</u>	<u>\$ (0.23)</u>	<u>\$ (0.73)</u>
Diluted	<u>\$ (0.20)</u>	<u>\$ (0.36)</u>	<u>\$ (0.23)</u>	<u>\$ (0.73)</u>
Weighted-average shares used to compute net loss per share attributable to common stockholders:				
Basic	<u>606,692</u>	<u>581,350</u>	<u>604,476</u>	<u>561,501</u>
Diluted	<u>606,692</u>	<u>581,350</u>	<u>604,476</u>	<u>561,501</u>

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

BLOCK, INC.
CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE LOSS
(Unaudited)
(In thousands)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2023	2022	2023	2022
Net loss	\$ (125,842)	\$ (209,277)	\$ (145,168)	\$ (416,640)
Net foreign currency translation adjustments ⁽ⁱ⁾	28,716	(641,029)	(35,165)	(376,283)
Net unrealized gain (loss) on marketable debt securities	6,467	(7,244)	20,877	(37,198)
Total comprehensive loss	\$ (90,659)	\$ (857,550)	\$ (159,456)	\$ (830,121)

⁽ⁱ⁾ Includes a foreign currency translation adjustment related to goodwill of a \$24.8 million gain and a \$22.8 million loss for the three and six months ended June 30, 2023, respectively. Foreign currency translation losses related to goodwill were \$465.7 million and \$245.0 million for the three and six months ended June 30, 2022, respectively.

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

BLOCK, INC.
CONDENSED CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY
(Unaudited)
(In thousands)

	Class A and B common stock		Additional paid-in capital	Accumulated other comprehensive loss	Accumulated deficit	Noncontrolling interests	Total stockholders' equity
	Shares	Par value					
Balance at December 31, 2022	600,060	\$ —	\$ 18,314,681	\$ (523,090)	\$ (568,712)	\$ 28,476	\$ 17,251,355
Net loss	—	—	—	—	(16,838)	(2,488)	(19,326)
Shares issued in connection with employee stock plans	3,333	—	6,825	—	—	—	6,825
Change in other comprehensive loss	—	—	—	(49,471)	—	—	(49,471)
Share-based compensation	—	—	285,502	—	—	—	285,502
Balance at March 31, 2023	<u>603,393</u>	<u>\$ —</u>	<u>\$ 18,607,008</u>	<u>\$ (572,561)</u>	<u>\$ (585,550)</u>	<u>\$ 25,988</u>	<u>\$ 17,474,885</u>
Net loss	—	—	—	—	(122,506)	(3,336)	(125,842)
Shares issued in connection with employee stock plans	5,479	—	59,137	—	—	—	59,137
Change in other comprehensive loss	—	—	—	35,183	—	—	35,183
Share-based compensation	—	—	326,424	—	—	—	326,424
Issuance of common stock in conjunction with the conversion of convertible notes	—	—	21	—	—	—	21
Balance at June 30, 2023	<u>608,872</u>	<u>\$ —</u>	<u>\$ 18,992,590</u>	<u>\$ (537,378)</u>	<u>\$ (708,056)</u>	<u>\$ 22,652</u>	<u>\$ 17,769,808</u>

	Class A and B common stock		Additional paid-in capital	Accumulated other comprehensive income (loss)	Accumulated deficit	Noncontrolling interests	Total stockholders' equity
	Shares	Par value					
Balance at December 31, 2021	464,944	\$ —	\$ 3,317,255	\$ (16,435)	\$ (27,965)	\$ 40,734	\$ 3,313,589
Net loss	—	—	—	—	(204,199)	(3,164)	(207,363)
Shares issued in connection with employee stock plans	2,120	—	4,093	—	—	—	4,093
Change in other comprehensive income	—	—	—	234,792	—	—	234,792
Share-based compensation	—	—	279,354	—	—	—	279,354
Tax withholding related to vesting of restricted stock units	(16)	—	(2,456)	—	—	—	(2,456)
Issuance of common stock in connection with business combination	113,617	—	13,827,929	—	—	—	13,827,929
Issuance of common stock in conjunction with the conversion of convertible notes	20	—	454	—	—	—	454
Exercise of bond hedges in conjunction with the conversion of convertible notes	(1,189)	—	—	—	—	—	—
Balance at March 31, 2022	579,496	\$ —	\$ 17,426,629	\$ 218,357	\$ (232,164)	\$ 37,570	\$ 17,450,392
Net loss	—	—	—	—	(208,014)	(1,263)	(209,277)
Shares issued in connection with employee stock plans	2,866	—	39,024	—	—	—	39,024
Change in other comprehensive loss	—	—	—	(648,273)	—	—	(648,273)
Share-based compensation	—	—	261,342	—	—	—	261,342
Tax withholding related to vesting of restricted stock units	(14)	—	(1,797)	—	—	—	(1,797)
Issuance of common stock in connection with the exercise of common stock warrants and convertible notes	3,022	—	—	—	—	—	—
Balance at June 30, 2022	585,370	\$ —	\$ 17,725,198	\$ (429,916)	\$ (440,178)	\$ 36,307	\$ 16,891,411

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

BLOCK, INC.
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(Unaudited)
(In thousands)

	Six Months Ended	
	June 30,	
	2023	2022
Cash flows from operating activities:		
Net loss	\$ (145,168)	\$ (416,640)
Adjustments to reconcile net loss to net cash provided by operating activities:		
Depreciation and amortization	187,718	160,895
Amortization of discounts and premiums and other non-cash adjustments	(221,679)	(218,185)
Non-cash lease expense	94,416	47,871
Share-based compensation	598,845	532,061
Loss (gain) on revaluation of equity investments	16,255	(44,626)
Transaction, loan, and consumer receivable losses	307,667	247,847
Bitcoin impairment losses	—	35,961
Change in deferred income taxes	39,919	(21,374)
Changes in operating assets and liabilities:		
Settlements receivable	203,697	(428,991)
Purchases and originations of loans	(3,770,864)	(2,382,295)
Proceeds from payments and forgiveness of loans	3,590,923	2,411,683
Customers payable	(184,570)	332,827
Settlements payable	(139,308)	10,325
Other assets and liabilities	(170,132)	(152,562)
Net cash provided by operating activities	<u>407,719</u>	<u>114,797</u>
Cash flows from investing activities:		
Purchases of marketable debt securities	(423,751)	(383,372)
Proceeds from maturities of marketable debt securities	656,502	540,914
Proceeds from sale of marketable debt securities	24,874	234,142
Proceeds from maturities of marketable debt securities from customer funds	—	73,000
Proceeds from sale of marketable debt securities from customer funds	—	316,576
Payments from originations of consumer receivables	(10,546,501)	(7,543,996)
Proceeds from principal repayments and sales of consumer receivables	10,933,947	7,688,413
Purchases of property and equipment	(61,775)	(85,420)
Purchases of other investments	(4,397)	(39,448)
Business combinations, net of cash acquired	—	539,474
Net cash provided by investing activities	<u>578,899</u>	<u>1,340,283</u>

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

BLOCK, INC.
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS - Continued
(Unaudited)
(In thousands)

	Six Months Ended June 30,	
	2023	2022
Cash flows from financing activities:		
Repayments of Paycheck Protection Program Liquidity Facility advances	(16,840)	(429,117)
Payments to redeem convertible notes	(461,761)	(1,071,788)
Proceeds from warehouse facilities borrowings	289,418	376,219
Repayments of warehouse facilities borrowings	(794,384)	(282,550)
Proceeds from the exercise of stock options and purchases under the employee stock purchase plan	65,962	43,117
Payments for tax withholding related to vesting of restricted stock units	—	(4,253)
Other financing activities	(4,320)	—
Net increase in interest-bearing deposits	28,583	53,791
Change in customer funds, restricted from use in the Company's operations	172,332	74,382
Net cash used in financing activities	(721,010)	(1,240,199)
Effect of foreign exchange rate on cash and cash equivalents	6,955	(35,442)
Net increase in cash, cash equivalents, restricted cash, and customer funds	272,563	179,439
Cash, cash equivalents, restricted cash, and customer funds, beginning of the period	8,435,906	6,975,090
Cash, cash equivalents, restricted cash, and customer funds, end of the period	\$ 8,708,469	\$ 7,154,529
Reconciliation of cash, cash equivalents, restricted cash, and customer funds:		
Cash and cash equivalents	\$ 4,745,884	\$ 4,020,466
Short-term restricted cash	536,733	156,984
Long-term restricted cash	73,196	71,702
Customer funds cash and cash equivalents	3,352,656	2,905,377
Total	\$ 8,708,469	\$ 7,154,529

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

BLOCK, INC.
NOTES TO THE CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

NOTE 1 - DESCRIPTION OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Business

Block, Inc. (together with its subsidiaries, "Block" or the "Company") creates tools that empower businesses, sellers, and individuals to participate in the economy. Block is comprised of two reportable segments, Square and Cash App. Square is a cohesive commerce ecosystem that helps sellers start, run, and grow their businesses, including enabling sellers to accept card payments, provide reporting and analytics, and facilitating next-day settlement. Square's point-of-sale software and other business services help sellers manage inventory, locations, and employees; access financial services; engage buyers; build a website or online store; and grow sales. Cash App is an ecosystem of financial products and services to help individuals manage their money by providing financial tools that allow individuals to store, send, receive, spend, save and invest their money. Cash App seeks to redefine the world's relationship with money by making it more relatable, instantly available, and universally accessible.

On January 31, 2022, the Company completed the acquisition of Afterpay Limited ("Afterpay"), a global buy now pay later ("BNPL") platform, to strengthen its position to better deliver compelling financial products and services that expand access to more consumers and drive incremental revenue for merchants of all sizes. See Note 8, *Acquisitions* for further details.

Block was founded in 2009 and has offices globally. The Company does not designate a headquarters location as it adopted a distributed work model in 2021.

Basis of Presentation

The accompanying interim condensed consolidated financial statements of the Company are unaudited. These interim condensed consolidated financial statements have been prepared in accordance with generally accepted accounting principles in the United States of America ("U.S. GAAP") and the applicable rules and regulations of the Securities and Exchange Commission ("SEC") for interim financial information. Accordingly, they do not include all of the information and footnotes required by U.S. GAAP for complete financial statements. The December 31, 2022 condensed consolidated balance sheet was derived from the audited financial statements as of that date, but does not include all of the information and footnotes required by U.S. GAAP for complete financial statements.

The accompanying unaudited interim condensed consolidated financial statements have been prepared on the same basis as the audited consolidated financial statements and, in the opinion of management, reflect all adjustments of a normal recurring nature considered necessary to state fairly the Company's consolidated financial position, results of operations, comprehensive income (loss), and cash flows for the interim periods. The condensed consolidated financial statements include the financial statements of Block and its wholly-owned and majority-owned subsidiaries. All intercompany transactions and balances have been eliminated in consolidation. Minority interests are recorded as a noncontrolling interest, which is reported as a component of stockholders' equity on the condensed consolidated balance sheets. The interim results for the three and six months ended June 30, 2023 are not necessarily indicative of the results that may be expected for the year ending December 31, 2023, or for any other future annual or interim period.

The information included in this Quarterly Report on Form 10-Q should be read in conjunction with the Consolidated Financial Statements and related notes in the Company's Annual Report on Form 10-K for the year ended December 31, 2022.

Use of Estimates

The preparation of the Company's condensed consolidated financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenue, and expenses, as well as related disclosure of contingent assets and liabilities. Actual results could differ from the Company's estimates. To the extent that there are material differences between these estimates and actual results, the Company's financial condition or operating results will be materially affected. The Company bases its estimates on current and past experience, to the extent that historical experience is predictive of future performance and other assumptions that the Company believes are reasonable under the circumstances. The Company evaluates these estimates on an ongoing basis.

Estimates, judgments, and assumptions in these condensed consolidated financial statements include, but are not limited to, those related to accrued transaction losses, contingencies, valuation of loans held for sale, valuation of goodwill and acquired intangible assets, determination of allowance for loan loss reserves for loans held for investment, determination of allowance for credit losses for consumer receivables, pre-acquisition contingencies associated with business combinations, allocation of acquired goodwill to segments, assessing the likelihood of adverse outcomes from claims and disputes, income and other taxes, operating and financing lease right-of-use assets and related liabilities, and share-based compensation.

The Company's estimates of valuation of loans held for sale, allowance for credit losses associated with consumer receivables, and accrued transaction losses are based on historical experience, adjusted for market data relevant to the current economic environment. The Company will continue to update its estimates as developments occur and additional information is obtained. Refer to Note 5, *Fair Value Measurements* for further details on amortized cost over fair value of the loans, Note 6, *Consumer Receivables, net* for further details on consumer receivables, and Note 10, *Other Consolidated Balance Sheet Components (Current)* for further details on transaction losses.

Concentration of Credit Risk

For the three and six months ended June 30, 2023 and June 30, 2022, the Company had no customer that accounted for greater than 10% of total net revenue.

The Company had three third-party payment processors that represented approximately 43%, 31% and 11% of settlements receivable as of June 30, 2023. As of December 31, 2022, there were two parties that represented approximately 54% and 31% of settlements receivable. In both periods, all other third-party payment processors were insignificant. Certain of the Company's products are reliant on third-party service providers such as partner banks, card issuers, and payment service providers. The Company's relationships with third-party service providers may result in operational concentration risks for some of these products.

Financial instruments that potentially subject the Company to concentrations of credit risk consist primarily of cash and cash equivalents, restricted cash, marketable debt securities, settlements receivable, customer funds, consumer receivables, loans held for sale, and loans held for investment. To mitigate the risk of concentration associated with cash and cash equivalents, as well as restricted cash, funds are held with creditworthy institutions and, at certain times, temporarily swept into insured programs overnight to reduce single firm concentration risk. Amounts on deposit may exceed federal deposit insurance limits. The associated risk of concentration for marketable debt securities is mitigated by holding a diversified portfolio of highly rated investments. Settlements receivable are amounts due from well-established payment processing companies and normally take one or two business days to settle, which mitigates the associated risk of concentration. The associated risk of concentration for loans and consumer receivables is partially mitigated by credit evaluations that are performed prior to facilitating the offering of loans and receivables and ongoing performance monitoring of the Company's loan customers.

Sales and Marketing Expenses

Advertising costs are expensed as incurred and included in sales and marketing expenses on the condensed consolidated statements of operations. Total advertising costs were \$116.1 million and \$205.2 million for the three and six months ended June 30, 2023, respectively, compared to \$157.7 million and \$314.0 million for the three and six months ended June 30, 2022, respectively. The Company also records services, incentives, and other costs to acquire customers that are not directly related to a revenue generating transaction as sales and marketing expenses, as the Company considers these to be marketing costs to encourage the usage of Cash App. These expenses include, but are not limited to, Cash App peer-to-peer processing costs and related transaction losses, card issuance costs, customer referral bonuses, and promotional giveaways. These costs are expensed as incurred. The Company recorded \$235.3 million and \$479.1 million for the three and six months ended June 30, 2023, respectively, compared to \$205.6 million and \$407.9 million for the three and six months ended June 30, 2022, respectively, for such expenses.

Recent Accounting Pronouncements

Recently Adopted Accounting Pronouncements

In March 2022, the Financial Accounting Standards Board ("FASB") issued ASU No. 2022-01, *Derivatives and Hedging (Topic 815): Fair Value Hedging—Portfolio Layer Method* ("ASU 2022-01") related to the portfolio layer method of hedge accounting. The amendments allow nonprepayable financial assets to be included in a closed portfolio hedge using the portfolio layer method. ASU 2022-01 also allows for multiple hedged layers to be designated for a single closed portfolio of financial assets or one or more beneficial interests secured by a portfolio of financial instruments. The Company adopted this guidance effective January 1, 2023, and has applied the guidance prospectively. The adoption of this guidance did not have a material impact on the Company's financial statements and related disclosures.

In March 2022, the FASB issued ASU No. 2022-02, *Financial Instruments—Credit Losses (Topic 326): Troubled Debt Restructurings and Vintage Disclosures* ("ASU 2022-02") related to troubled debt restructuring and vintage disclosures for financing receivables. The amendments eliminate recognition and measurement guidance for troubled debt restructurings for creditors and requires entities to evaluate if the modification represents a new loan or a continuation of the existing loan. ASU 2022-02 also enhances disclosure requirements for certain loan refinancing and restructurings made to borrowers experiencing financial difficulty and requires disclosure of current period write-offs by year of origination for financing receivables. The Company adopted this guidance effective January 1, 2023, and has applied the guidance prospectively. The adoption of this guidance did not have a material impact on the Company's financial statements and related disclosures.

Recently Issued Accounting Pronouncements Not Yet Adopted

In June 2022, the FASB issued ASU No. 2022-03, *Fair Value Measurement of Equity Securities Subject to Contractual Sale Restrictions* ("ASU 2022-03") related to equity securities. The amendments clarify that a contractual restriction on the sale of an equity security is not considered part of the unit of account of the equity security and, therefore, is not considered in measuring fair value. An entity is prohibited from recognizing a contractual sale restriction as a separate unit of account. ASU 2022-03 also requires specific disclosures related to equity securities that are subject to contractual restrictions, including the fair value of such equity securities, the nature and remaining duration of the corresponding restrictions, and any circumstances that could cause a lapse in the restrictions. The amendments are effective for fiscal years beginning after December 15, 2023, including interim periods within those fiscal years. Early adoption is permitted. The Company does not expect the adoption to have a material impact on the Company's financial statements.

NOTE 2 - REVENUE

The following table presents the Company's net revenue disaggregated by revenue source (in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2023	2022	2023	2022
Revenue from contracts with customers:				
Transaction-based revenue	\$ 1,637,654	\$ 1,475,707	\$ 3,060,359	\$ 2,708,676
Subscription and services-based revenue	1,071,395	799,740	2,110,008	1,524,485
Hardware revenue	44,922	48,051	82,373	85,377
Bitcoin revenue	2,390,884	1,785,885	4,554,635	3,516,678
Revenue from other sources:				
Subscription and services-based revenue ⁽ⁱ⁾	390,102	295,116	717,713	529,928
Total net revenue	<u>\$ 5,534,957</u>	<u>\$ 4,404,499</u>	<u>\$ 10,525,088</u>	<u>\$ 8,365,144</u>

⁽ⁱ⁾ Subscription and services-based revenue generated from Consumer and Commercial loans.

NOTE 3 - INVESTMENTS IN DEBT SECURITIES

The Company's short-term and long-term investments as of June 30, 2023 were as follows (in thousands):

	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value
Short-term debt securities:				
U.S. agency securities	\$ 125,673	\$ 5	\$ (2,303)	\$ 123,375
Corporate bonds	311,245	2	(5,706)	305,541
Commercial paper	16,586	—	—	16,586
Municipal securities	5,585	—	(44)	5,541
Certificates of deposit	157,500	—	—	157,500
U.S. government securities	512,339	13	(7,186)	505,166
Foreign government securities	8,262	—	(141)	8,121
Total	<u>\$ 1,137,190</u>	<u>\$ 20</u>	<u>\$ (15,380)</u>	<u>\$ 1,121,830</u>
Long-term debt securities:				
U.S. agency securities	\$ 29,682	\$ —	\$ (1,141)	\$ 28,541
Corporate bonds	72,120	15	(1,452)	70,683
Municipal securities	10,905	—	(523)	10,382
U.S. government securities	194,117	—	(6,493)	187,624
Foreign government securities	—	—	—	—
Total	<u>\$ 306,824</u>	<u>\$ 15</u>	<u>\$ (9,609)</u>	<u>\$ 297,230</u>

The Company's short-term and long-term investments as of December 31, 2022 were as follows (in thousands):

	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value
Short-term debt securities:				
U.S. agency securities	\$ 96,545	\$ 16	\$ (2,120)	\$ 94,441
Corporate bonds	368,110	2	(7,475)	360,637
Commercial paper	31,503	—	—	31,503
Municipal securities	9,884	—	(191)	9,693
Certificates of deposit	6,400	—	—	6,400
U.S. government securities	580,568	6	(8,937)	571,637
Foreign government securities	7,795	—	(255)	7,540
Total	<u>\$ 1,100,805</u>	<u>\$ 24</u>	<u>\$ (18,978)</u>	<u>\$ 1,081,851</u>
Long-term debt securities:				
U.S. agency securities	\$ 74,097	\$ —	\$ (3,782)	\$ 70,315
Corporate bonds	245,891	6	(9,171)	236,726
Municipal securities	10,415	3	(664)	9,754
U.S. government securities	268,902	—	(13,210)	255,692
Foreign government securities	1,000	—	(58)	942
Total	<u>\$ 600,305</u>	<u>\$ 9</u>	<u>\$ (26,885)</u>	<u>\$ 573,429</u>

The amortized cost of investments classified as cash equivalents approximated the fair value due to the short-term nature of the investments.

The Company's gross unrealized losses and fair values for those investments that were in an unrealized loss position as of June 30, 2023 and December 31, 2022, aggregated by investment category and the length of time that individual securities have been in a continuous loss position, were as follows (in thousands):

	June 30, 2023					
	Less than 12 Months		Greater than 12 Months		Total	
	Fair Value	Gross Unrealized Losses	Fair Value	Gross Unrealized Losses	Fair Value	Gross Unrealized Losses
Short-term debt securities:						
U.S. agency securities	\$ 31,429	\$ (77)	\$ 81,787	\$ (2,226)	\$ 113,216	\$ (2,303)
Corporate bonds	31,531	(136)	269,500	(5,570)	301,031	(5,706)
Municipal securities	—	—	4,941	(44)	4,941	(44)
U.S. government securities	194,642	(771)	269,263	(6,415)	463,904	(7,186)
Foreign government securities	—	—	8,121	(141)	8,121	(141)
Total	\$ 257,602	\$ (984)	\$ 633,612	\$ (14,396)	\$ 891,213	\$ (15,380)
Long-term debt securities:						
U.S. agency securities	\$ 10,613	\$ (72)	\$ 17,928	\$ (1,069)	\$ 28,541	\$ (1,141)
Corporate bonds	22,584	(169)	43,968	(1,283)	66,552	(1,452)
Municipal securities	1,436	(64)	8,946	(459)	10,382	(523)
U.S. government securities	87,631	(634)	99,993	(5,859)	187,623	(6,493)
Foreign government securities	—	—	—	—	—	—
Total	\$ 122,264	\$ (939)	\$ 170,835	\$ (8,670)	\$ 293,098	\$ (9,609)
December 31, 2022						
	Less than 12 Months		Greater than 12 Months		Total	
	Fair Value	Gross Unrealized Losses	Fair Value	Gross Unrealized Losses	Fair Value	Gross Unrealized Losses
Short-term debt securities:						
U.S. agency securities	\$ 8,572	\$ (24)	\$ 84,628	\$ (2,096)	\$ 93,200	\$ (2,120)
Corporate bonds	34,795	(423)	320,748	(7,052)	355,543	(7,475)
Municipal securities	587	(13)	5,811	(178)	6,398	(191)
U.S. government securities	146,974	(839)	394,880	(8,098)	541,854	(8,937)
Foreign government securities	—	—	7,540	(255)	7,540	(255)
Total	\$ 190,928	\$ (1,299)	\$ 813,607	\$ (17,679)	\$ 1,004,535	\$ (18,978)
Long-term debt securities:						
U.S. agency securities	\$ 11,501	\$ (20)	\$ 58,814	\$ (3,762)	\$ 70,315	\$ (3,782)
Corporate bonds	33,862	(262)	201,791	(8,909)	235,653	(9,171)
Municipal securities	467	(33)	8,784	(631)	9,251	(664)
U.S. government securities	54,405	(590)	201,288	(12,620)	255,693	(13,210)
Foreign government securities	—	—	942	(58)	942	(58)
Total	\$ 100,235	\$ (905)	\$ 471,619	\$ (25,980)	\$ 571,854	\$ (26,885)

The Company does not intend to sell nor anticipate that it will be required to sell these securities before recovery of the amortized cost basis. Unrealized losses on available-for-sale debt securities were determined not to be related to credit losses, therefore, an allowance for credit losses is not required.

The contractual maturities of the Company's short-term and long-term investments as of June 30, 2023 were as follows (in thousands):

	Amortized Cost	Fair Value
Due in one year or less	\$ 1,137,190	\$ 1,121,830
Due in one to five years	306,824	297,230
Total	\$ 1,444,014	\$ 1,419,060

NOTE 4 - CUSTOMER FUNDS

The following table presents the assets underlying customer funds (in thousands):

	June 30, 2023	December 31, 2022
Cash	\$ 2,010,707	\$ 1,748,983
Customer funds in transit ⁽ⁱ⁾	59,517	—
Cash equivalents:		
Money market funds	578,778	851,296
Reverse repurchase agreement ⁽ⁱⁱ⁾	703,654	580,045
Total customer funds	\$ 3,352,656	\$ 3,180,324

⁽ⁱ⁾ The customer funds in transit were received subsequent to June 30, 2023.

⁽ⁱⁱ⁾ The Company has accounted for the reverse repurchase agreement with a third-party as an overnight lending arrangement, collateralized by the securities subject to the repurchase agreement. The Company classified the amounts due from the counterparty as cash equivalents due to their short-term nature.

NOTE 5 - FAIR VALUE MEASUREMENTS

The Company measures its cash equivalents, customer funds, short-term and long-term marketable debt securities, and marketable equity investments at fair value. The Company classifies these investments within Level 1 or Level 2 of the fair value hierarchy because the Company values these investments using quoted market prices or alternative pricing sources and models utilizing market observable inputs. The Company measures its safeguarding obligation liability related to bitcoin held for other parties at the fair value of the bitcoin that the Company holds for other parties and classifies the liability within Level 2 because the Company uses observable market prices of the underlying bitcoin as an input for the valuation. The Company also classifies its safeguarding asset related to bitcoin held for other parties within Level 2, unless the asset's carrying amount is adjusted to reflect any actual or potential safeguarding loss events, in which case it would be classified within Level 3. The Company was not aware of any actual or possible safeguarding loss events as of June 30, 2023 or December 31, 2022.

The Company's assets and liabilities that are measured at fair value on a recurring basis were classified as follows (in thousands):

	June 30, 2023			December 31, 2022		
	Level 1	Level 2	Level 3	Level 1	Level 2	Level 3
Cash equivalents:						
Money market funds	\$ 1,236,763	\$ —	\$ —	\$ 1,230,924	\$ —	\$ —
U.S. agency securities	—	—	—	—	7,923	—
Commercial paper	—	50,815	—	—	25,080	—
Restricted cash:						
Money market funds	209,373	—	—	—	—	—
Customer funds:						
Money market funds	578,778	—	—	851,296	—	—
Reverse repurchase agreement	703,654	—	—	580,045	—	—
Short-term debt securities:						
U.S. government securities	505,166	—	—	571,637	—	—
Corporate bonds	—	305,541	—	—	360,637	—
U.S. agency securities	—	123,375	—	—	94,441	—
Certificates of deposit	—	157,500	—	—	6,400	—
Commercial paper	—	16,586	—	—	31,503	—
Municipal securities	—	5,541	—	—	9,693	—
Foreign government securities	—	8,121	—	—	7,540	—
Long-term debt securities:						
U.S. government securities	187,624	—	—	255,692	—	—
Corporate bonds	—	70,683	—	—	236,726	—
U.S. agency securities	—	28,541	—	—	70,315	—
Municipal securities	—	10,382	—	—	9,754	—
Foreign government securities	—	—	—	—	942	—
Other:						
Investment in marketable equity securities	10,047	—	—	11,092	—	—
Safeguarding asset related to bitcoin held for other parties	—	763,516	—	—	428,243	—
Safeguarding obligation liability related to bitcoin held for other parties	—	(763,516)	—	—	(428,243)	—
Total assets (liabilities) measured at fair value	\$ 3,431,405	\$ 777,085	\$ —	\$ 3,500,686	\$ 860,954	\$ —

The carrying amounts of certain financial instruments, including settlements receivable, consumer receivables, loans held for investment, accounts payable, customers payable, accrued expenses, and settlements payable, approximate their fair values due to their short-term nature. The carrying amounts of the Company's warehouse funding facilities approximate their fair values.

The Company estimates the fair value of its convertible and senior notes based on their last actively traded prices (Level 1) or market observable inputs (Level 2). The estimated fair value and carrying value of the convertible and senior notes were as follows (in thousands):

	June 30, 2023		December 31, 2022	
	Carrying Value	Fair Value (Level 2)	Carrying Value	Fair Value (Level 2)
2031 Senior Notes	\$ 988,863	\$ 816,197	\$ 988,171	\$ 782,857
2026 Senior Notes	991,799	903,835	990,414	885,876
2027 Convertible Notes	569,194	436,572	568,535	433,082
2026 Convertible Notes	570,157	473,162	569,315	464,066
2025 Convertible Notes	994,903	934,740	993,394	943,188
2023 Convertible Notes	—	—	460,356	480,925
Total	\$ 4,114,916	\$ 3,564,506	\$ 4,570,185	\$ 3,989,994

The estimated fair value and carrying value of loans held for sale and loans held for investment were as follows (in thousands):

	June 30, 2023		December 31, 2022	
	Carrying Value	Fair Value (Level 3)	Carrying Value	Fair Value (Level 3)
Loans held for sale	\$ 499,250	\$ 483,568	\$ 474,036	\$ 491,807
Loans held for investment	224,306	235,242	123,959	126,122
Total	\$ 723,556	\$ 718,810	\$ 597,995	\$ 617,929

If applicable, the Company will recognize transfers into and out of levels within the fair value hierarchy at the end of the reporting period in which the actual event or change in circumstance occurs. During the three and six months ended June 30, 2023 and June 30, 2022, the Company did not have any transfers in or out of Level 1, Level 2, or Level 3 assets or liabilities.

NOTE 6 - CONSUMER RECEIVABLES, NET

Consumer receivables represent amounts due from consumers for outstanding installment payments on orders processed on the Company's BNPL platform. Consumer receivables are classified as held for investment. These receivables are typically interest free and are generally due within 14 to 56 days.

The Company closely monitors credit quality for consumer receivables to manage and evaluate its related exposure to credit risk. The criteria the Company monitors when assessing the credit quality and risk of its consumer receivables portfolio is primarily based on internal risk assessments, as they provide insight into customer risk profiles and are useful as indicators of potential future credit losses. Consumer receivables are internally rated as "Pass" or "Classified." Pass rated consumer receivables generally consist of consumer receivables that are current or up to 60 days past due. Classified consumer receivables are generally comprised of consumer receivables that are greater than 60 days past due and have a higher risk of default. Internal risk ratings are reviewed and, generally, updated at least once a year. As of June 30, 2023, the amortized cost of Pass rated consumer receivables was \$1.7 billion and the amount of Classified consumer receivables was less than \$0.1 billion.

The following table presents an aging analysis of the amortized cost of consumer receivables by delinquency status (in thousands):

	June 30, 2023	December 31, 2022
Non-delinquent loans	\$ 1,463,804	\$ 1,643,874
1 - 60 days past due	221,029	295,830
61 - 90 days past due	22,489	20,612
90+ days past due	74,030	62,134
Total amortized cost	\$ 1,781,352	\$ 2,022,450

The amount listed as 1 - 60 days past due in the above table includes \$155.6 million and \$224.9 million of cash in transit as of June 30, 2023 and December 31, 2022, respectively, which reflects ongoing repayments from consumers that have been sent from consumers' bank accounts but have not yet been received at the Company's bank account as of the date of the financial statements. This cash in transit as of June 30, 2023 and December 31, 2022 represents 8.7% and 11.1%, respectively, of the total amortized cost of consumer receivables.

For consumer receivables, an allowance for credit losses is determined based on the probability of a default event occurring over the life of the receivables. When a consumer has not paid by the due date, it is an indication that credit risk has increased. As a result, the allowance for credit losses for that receivable is measured at an amount equal to the lifetime allowance for credit losses for increased credit risk. Lifetime allowance for credit losses is the expected credit losses that result from all possible default events over the expected life of the receivables. The allowance for credit losses on consumer receivables is a valuation account that is deducted from the carrying value of the consumer receivables.

Consumer receivables are charged off when they are over 180 days past due and the Company has no reasonable expectation of recovery. When consumer receivables are charged off, the Company recognizes the charge against the allowance for credit losses. While the Company expects collections at that point to be unlikely, the Company may recover amounts from the respective consumers. Any subsequent recoveries following charge-off are credited to transaction, loan, and consumer receivable losses on the condensed consolidated statements of operations in the period they were recovered. The amount of recoveries for the three and six months ended June 30, 2023 and June 30, 2022 were immaterial.

The following table summarizes activity in the allowance for credit losses subsequent to the acquisition of Afterpay (in thousands):

	Three Months Ended June 30,	
	2023	2022
Allowance for credit losses, beginning of the period	\$ 141,535	\$ 109,824
Provision for credit losses	69,053	59,493
Charge-offs and other adjustments	(57,338)	(34,616)
Foreign exchange effect	522	(13,122)
Allowance for credit losses, end of the period	<u>\$ 153,772</u>	<u>\$ 121,579</u>

	Six Months Ended	From Acquisition on
	June 30, 2023	January 31, 2022 to
	June 30, 2022	June 30, 2022
Allowance for credit losses, beginning of the period ⁽ⁱ⁾	\$ 151,290	\$ 115,552
Provision for credit losses	112,184	97,570
Charge-offs and other adjustments	(109,761)	(88,397)
Foreign exchange effect	59	(3,146)
Allowance for credit losses, end of the period	<u>\$ 153,772</u>	<u>\$ 121,579</u>

⁽ⁱ⁾ Consumer receivables acquired from Afterpay that reflected a more-than-insignificant deterioration of credit from origination were considered purchased credit deteriorated ("PCD") receivables. For PCD consumer receivables, the initial estimate of expected credit losses was recognized in the allowance for credit losses on the date of acquisition using the same methodology as other consumer receivables.

NOTE 7 - LOANS HELD FOR INVESTMENT AND SALE

Loans Held for Investment

In April 2021, the Company began originating loans in the U.S. through its wholly-owned subsidiary bank, Square Financial Services ("SFS"). The Company sells the majority of the loans to institutional investors with a portion retained on its balance sheet. Loans retained by the Company are classified as held for investment as the Company has both the intent and ability to hold them for the foreseeable future, until maturity, or until payoff. The Company's intent and ability in the future may change based on changes in business strategies, the economic environment, and market conditions. As of June 30, 2023 and December 31, 2022, the Company held \$224.3 million and \$124.0 million, respectively, as loans held for investment, net of allowance, included in other current assets on the condensed consolidated balance sheets. Refer to Note 10, *Other Consolidated Balance Sheet Components (Current)* for more details.

Loans held for investment are recorded at amortized cost, less an allowance for potential uncollectible amounts. Amortized cost basis represents principal amounts outstanding, net of unearned income, unamortized deferred fees and costs on originated loans, premiums or discounts on purchased loans and charge-offs. The allowance for loan losses and amount of charge offs recorded as of June 30, 2023 and December 31, 2022 were all immaterial.

The Company considers loans that are greater than 60 days past due to be delinquent, and loans 90 days or more past due to be nonperforming. Loans that are 120 days or more past due are generally considered to be uncollectible and are written off. When a loan is identified as nonperforming, recognition of income is discontinued. Loans are restored to performing status after total overdue unpaid amounts are repaid and the Company has reasonable assurance that performance under the terms of the loan will continue. As of June 30, 2023, the amount of loans that were identified as nonperforming loans was immaterial.

The Company closely monitors economic conditions and loan performance trends to assess and manage its exposure to credit risk. The criteria the Company monitors when assessing the credit quality and risk of its loan portfolio is primarily based on internal risk ratings, as they provide insight into borrower risk profiles and are useful as indicators of potential future credit losses. Loans are internally rated as "Pass" or "Classified". Pass rated loans generally consist of loans that are current or up to 60 days past due. Classified loans generally comprise of loans that are 60 days or greater past due and have a higher risk of default. Internal risk ratings are reviewed and, generally, updated at least once a year. As of June 30, 2023, the amortized cost of Pass rated loans was \$234.6 million and the amount of Classified loans was immaterial.

Loans Held for Sale

The Company classifies loans as held for sale when there is an available market for such loans and it is the Company's intent to sell all of its rights, title, and interest in these loans to third-party investors. Loans held for sale primarily include Square Loans and Cash App Borrow products. Square Loans are loans facilitated by SFS to qualified Square sellers, while Cash App Borrow is a credit product for consumers that allows customers to access short-term loans for a small fee. Loans held for sale are recorded at the lower of amortized cost or fair value.

As of June 30, 2023 and December 31, 2022 the Company had \$499.3 million and \$474.0 million, respectively, of loans held for sale, as disclosed in the Company's condensed consolidated balance sheets.

The Company aggregates loans held for sale by the intended customer of the loan product. Commercial loans held for sale include Square Loans, Consumer loans held for sale include loans initiated through Cash App Borrow, and Other loans held for sale include loans outside of consumer and commercial loans.

The following table presents the Company's loans held for sale aggregated by category as of June 30, 2023 (in thousands):

	June 30, 2023	December 31, 2022
Commercial	\$ 319,203	\$ 327,449
Consumer	158,574	120,870
Other	21,473	25,717
Total	<u>\$ 499,250</u>	<u>\$ 474,036</u>

NOTE 8 - ACQUISITIONS

Afterpay

On January 31, 2022 (February 1, 2022 Australian Eastern Daylight Time), the Company completed the acquisition of Afterpay, a global BNPL platform. In connection with the acquisition, the Company issued 113,617,352 shares of the Company's Class A common stock. The shares issued included a deemed vested component of outstanding employee awards, based on the ratio of time served in relation to the vesting term of each award, with the unvested portion being replaced with Block's unvested replacement awards, with the same terms. The aggregate fair value of the shares issued was \$13.8 billion based on the closing price of the Company's Class A common stock on the acquisition date, of which \$66.3 million was attributed to acceleration of various share-based arrangements and was accounted for as an expense immediately post-acquisition, included as a component of general and administrative expenses in the condensed consolidated statement of operations. As of the completion of the acquisition, certain convertible notes with an outstanding principal amount of AU \$1.5 billion (U.S. \$1.1 billion based on the closing exchange rate on the acquisition date) remained outstanding, and were redeemed on March 4, 2022. As of December 31, 2022, the Company's purchase price allocation was complete and the measurement period was closed.

The table below summarizes the consideration paid for Afterpay and the assessment of the fair value of the assets acquired and liabilities assumed at the closing date (in thousands, except share data):

Consideration:	
Stock (113,617,352 shares of Class A common stock, excluding value accounted as post-combination expense of \$66,337)	\$ 13,827,929
Cash paid to settle tax withholding in connection with replacement awards	8,693
Total	<u>\$ 13,836,622</u>
Recognized amounts of identifiable assets acquired and liabilities assumed:	
Current assets (inclusive of cash, cash equivalents, and restricted cash acquired)	\$ 653,709
Consumer receivables	1,245,508
Intangible customer assets	1,378,000
Intangible technology assets	239,000
Intangible trade name	386,000
Other non-current assets	74,232
Long-term debt - current ⁽ⁱ⁾	(1,058,065)
Current liabilities	(439,358)
Warehouse funding facilities ⁽ⁱⁱ⁾	(107,996)
Deferred tax liabilities	(190,689)
Other non-current liabilities	(63,213)
Total identifiable net assets acquired	<u>2,117,128</u>
Goodwill	11,719,494
Total	<u>\$ 13,836,622</u>

⁽ⁱ⁾ Long-term debt - current is comprised of the aforementioned Afterpay convertible notes, which were redeemed in cash at face value on March 4, 2022.

⁽ⁱⁱ⁾ Refer to Note 13, *Indebtedness* for further details.

NOTE 9 - ACQUIRED INTANGIBLE ASSETS

The following tables present the detail of acquired intangible assets as of the periods presented (in thousands):

Balance at June 30, 2023				
	Weighted Average Estimated Useful Life	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Technology assets	5 years	\$ 385,010	\$ (164,446)	\$ 220,564
Customer assets	15 years	1,462,035	(158,695)	1,303,340
Trade names	9 years	426,489	(79,425)	347,064
Other	9 years	13,299	(6,029)	7,270
Total		\$ 2,286,833	\$ (408,595)	\$ 1,878,238

Balance at December 31, 2022				
	Weighted Average Estimated Useful Life	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Technology assets	5 years	\$ 398,665	\$ (133,116)	\$ 265,549
Customer assets	15 years	1,474,163	(110,316)	1,363,847
Trade names	9 years	434,766	(58,352)	376,414
Other	9 years	13,701	(5,477)	8,224
Total		\$ 2,321,295	\$ (307,261)	\$ 2,014,034

All intangible assets are amortized over their estimated useful lives.

The changes to the carrying value of intangible assets were as follows (in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2023	2022	2023	2022
Acquired intangible assets, net, beginning of the period	\$ 1,949,086	\$ 2,275,199	\$ 2,014,034	\$ 257,049
Acquisitions	—	3,490	—	2,028,490
Amortization expense	(55,257)	(57,288)	(110,852)	(99,421)
Foreign currency translation and other adjustments	(15,591)	(73,323)	(24,944)	(38,040)
Acquired intangible assets, net, end of the period	\$ 1,878,238	\$ 2,148,078	\$ 1,878,238	\$ 2,148,078

The estimated future amortization expense of intangible assets in future periods as of June 30, 2023 was as follows (in thousands):

Remainder of 2023	\$ 108,989
2024	214,611
2025	207,784
2026	193,717
2027	146,962
Thereafter	1,006,175
Total	\$ 1,878,238

NOTE 10 - OTHER CONSOLIDATED BALANCE SHEET COMPONENTS (CURRENT)

Other Current Assets

The following table presents the detail of other current assets (in thousands):

	June 30, 2023	December 31, 2022
Inventory, net	\$ 97,949	\$ 97,703
Restricted cash ⁽ⁱ⁾	536,733	639,780
Processing costs receivable	356,741	298,568
Prepaid expenses	140,205	141,262
Accounts receivable, net	125,509	140,508
Loans held for investment, net of allowance for loan losses ⁽ⁱⁱ⁾	224,306	123,959
Other	193,639	185,485
Total	<u>\$ 1,675,082</u>	<u>\$ 1,627,265</u>

⁽ⁱ⁾ Includes a portion invested in money market funds. Refer to Note 5, *Fair Value Measurements* for further details.

⁽ⁱⁱ⁾ Refer to Note 7, *Loans Held for Investment and Sale* for further details.

Accrued Expenses and Other Current Liabilities

The following table presents the detail of accrued expenses and other current liabilities (in thousands):

	June 30, 2023	December 31, 2022
Accrued expenses	\$ 393,897	\$ 382,571
Accounts payable	89,551	95,846
Customer deposits	170,475	141,893
Accrued transaction losses ⁽ⁱ⁾	62,758	64,539
Accrued royalties	79,573	63,684
Operating lease liabilities, current	57,579	66,854
Other	231,751	258,129
Total	<u>\$ 1,085,584</u>	<u>\$ 1,073,516</u>

⁽ⁱ⁾ The Company is exposed to potential credit losses related to transactions processed by sellers that are subsequently subject to chargebacks when the Company is unable to collect from the sellers primarily due to insolvency. Generally, the Company estimates the potential loss rates based on historical experience that is continuously adjusted for new information and incorporates, where applicable, reasonable and supportable forecasts about future expectations.

The following table summarizes the activities of the Company's reserve for transaction losses (in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2023	2022	2023	2022
Accrued transaction losses, beginning of the period	\$ 62,085	\$ 53,659	\$ 64,539	\$ 55,167
Provision for transaction losses	24,260	28,298	49,202	49,019
Charge-offs to accrued transaction losses	(23,587)	(20,122)	(50,983)	(42,351)
Accrued transaction losses, end of the period	<u>\$ 62,758</u>	<u>\$ 61,835</u>	<u>\$ 62,758</u>	<u>\$ 61,835</u>

In addition to amounts reflected in the table above, the Company recognized additional provision for transaction losses that was realized and written-off within the same period. The Company recorded \$120.4 million and \$226.2 million for the three and six months ended June 30, 2023, respectively, for such losses. The Company recorded \$124.3 million and \$211.7 million for the three and six months ended June 30, 2022, respectively, for such losses.

NOTE 11 - OTHER CONSOLIDATED BALANCE SHEET COMPONENTS (NON-CURRENT)

Other Non-Current Assets

The following table presents the detail of other non-current assets (in thousands):

	June 30, 2023	December 31, 2022
Property and equipment, net	\$ 327,869	\$ 329,302
Investment in non-marketable equity securities ⁽ⁱ⁾	205,217	208,880
Investment in bitcoin, net ⁽ⁱⁱ⁾	102,479	102,303
Restricted cash	73,196	71,600
Other	123,706	101,454
Total	<u>\$ 832,467</u>	<u>\$ 813,539</u>

⁽ⁱ⁾ Investment in non-marketable equity securities represents the Company's investments in equity of non-public entities. These investments are measured using the measurement alternative and are therefore carried at cost, less impairment, adjusted for observable price changes from orderly transactions for identical or similar investments of the same issuer. Adjustments are recorded within other expense (income), net on the condensed consolidated statements of operations. Unrealized gains and losses were immaterial as of June 30, 2023.

⁽ⁱⁱ⁾ As of June 30, 2023, the Company has purchased a cumulative \$220.0 million in bitcoin for investment purposes. Investment in bitcoin is accounted for as an indefinite-lived intangible asset, and does not include any bitcoin held for other parties, which is further described in Note 12, *Bitcoin Held for Other Parties*. Investment in bitcoin is subject to impairment losses if the fair value of bitcoin decreases below the carrying value during the assessed period. Impairment losses cannot be recovered for any subsequent increase in fair value until the sale of the asset. The Company recorded no impairment losses in the three and six months ended June 30, 2023. As of June 30, 2023, the cumulative impairment charges to date were \$117.7 million and the fair value of the investment in bitcoin was \$244.6 million based on observable market prices, which was \$142.1 million in excess of the Company's carrying value of \$102.5 million after impairment charges.

NOTE 12 - BITCOIN HELD FOR OTHER PARTIES

The Company allows its Cash App customers to store their bitcoin in the Company's digital wallets free of charge. The Company also holds an immaterial amount of bitcoin from select trading partners to facilitate bitcoin transactions for customers on Cash App. Other than bitcoin, the Company does not hold or store any other types of crypto-assets for customers or trading partners. The Company holds the cryptographic key information and maintains the internal recordkeeping of the bitcoin held for other parties. The Company's contractual arrangements state that its customers and trading partners retain legal ownership of the bitcoin; have the right to sell, pledge, or transfer the bitcoin; and also benefit from the rewards and bear the risks associated with the ownership, including as a result of any bitcoin price fluctuations. The customer also bears the risk of loss as a result of fraud or theft, unless the loss was caused by the Company's gross negligence or the Company's willful misconduct. The Company does not use any of the bitcoin custodied for customers or trading partners as collateral for any of the Company's loans or other financing arrangements; nor does it lend or pledge bitcoin held for others to any third parties. The Company occasionally engages third-party custodians to store and safeguard bitcoin on the Company's behalf. As of June 30, 2023, an immaterial amount of the bitcoin was held by third-party custodians on the Company's behalf.

The Company records a bitcoin safeguarding obligation liability and a corresponding bitcoin safeguarding asset based on the fair value of the bitcoin held for other parties at each reporting date in accordance with Staff Accounting Bulletin No. 121 ("SAB 121"). The Company was not aware of any actual or possible safeguarding loss events as of June 30, 2023 or December 31, 2022, and accordingly, the bitcoin safeguarding obligation liability and the associated bitcoin safeguarding asset were recorded at the same value.

The following table summarizes the Company's bitcoin held for other parties (in thousands, except number of bitcoin):

	<u>June 30, 2023</u>	<u>December 31, 2022</u>
Approximate number of bitcoin held for customers	25,058	25,850
Approximate number of bitcoin held for trading partners	—	62
Total approximate number of bitcoin held for other parties	<u>25,058</u>	<u>25,912</u>
Safeguarding obligation liability related to bitcoin held for customers	\$ 763,516	\$ 427,221
Safeguarding obligation liability related to bitcoin held for trading partners	—	1,022
Safeguarding obligation liability related to bitcoin held for other parties	<u>\$ 763,516</u>	<u>\$ 428,243</u>
Safeguarding asset related to bitcoin held for other parties	<u>\$ 763,516</u>	<u>\$ 428,243</u>

NOTE 13 - INDEBTEDNESS

4) Notes

The 2023 Convertible Notes, 2025 Convertible Notes, 2026 Convertible Notes, and 2027 Convertible Notes (each, as defined below, and collectively, the "Convertible Notes"), together with the Senior Notes (as defined below), are collectively referred to as the "Notes."

The net carrying amount of the Notes as of June 30, 2023 were as follows (in thousands):

	<u>Principal Outstanding</u>	<u>Unamortized Debt Issuance Costs</u>	<u>Net Carrying Value</u>
2031 Senior Notes	\$ 1,000,000	\$ (11,137)	\$ 988,863
2026 Senior Notes	1,000,000	(8,201)	991,799
2027 Convertible Notes	575,000	(5,806)	569,194
2026 Convertible Notes	575,000	(4,843)	570,157
2025 Convertible Notes	1,000,000	(5,097)	994,903
Total	<u>\$ 4,150,000</u>	<u>\$ (35,084)</u>	<u>\$ 4,114,916</u>

The net carrying amount of the Notes as of December 31, 2022 were as follows (in thousands):

	Principal Outstanding	Unamortized Debt Issuance Costs	Net Carrying Value
2031 Senior Notes	\$ 1,000,000	\$ (11,829)	\$ 988,171
2026 Senior Notes	1,000,000	(9,586)	990,414
2027 Convertible Notes	575,000	(6,465)	568,535
2026 Convertible Notes	575,000	(5,685)	569,315
2025 Convertible Notes	1,000,000	(6,606)	993,394
2023 Convertible Notes ⁽ⁱ⁾	460,630	(274)	460,356
Total	\$ 4,610,630	\$ (40,445)	\$ 4,570,185

⁽ⁱ⁾ Net carrying value disclosed as current portion of long-term debt within total current liabilities on the condensed consolidated balance sheet.

The Company recognized interest expense on the Notes as follows (in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2023	2022	2023	2022
Contractual interest expense	\$ 16,437	\$ 16,700	\$ 32,932	\$ 33,166
Amortization of debt issuance costs	2,651	2,738	5,360	5,442
Total	\$ 19,088	\$ 19,438	\$ 38,292	\$ 38,608

Convertible Notes due in 2026 and 2027

On November 13, 2020, the Company issued an aggregate principal amount of \$1.2 billion of convertible senior notes comprised of \$575.0 million of convertible senior notes due 2026 ("2026 Convertible Notes") and \$575.0 million of convertible senior notes due 2027 ("2027 Convertible Notes"). The 2026 Convertible Notes mature on May 1, 2026, unless earlier converted or repurchased, and bear a zero rate of interest. The 2027 Convertible Notes mature on November 1, 2027, unless earlier converted or repurchased, and bear interest at a rate of 0.25% payable semi-annually on May 1 and November 1 of each year.

The circumstances to allow the holders to convert their 2026 Convertible Notes and 2027 Convertible Notes were not met during the six months ended June 30, 2023. As of June 30, 2023, no principal had converted and the if-converted value did not exceed the outstanding principal amount on either the 2026 Convertible Notes or 2027 Convertible Notes.

Convertible Notes due in 2025

On March 5, 2020, the Company issued an aggregate principal amount of \$1.0 billion of convertible senior notes ("2025 Convertible Notes"). The 2025 Convertible Notes mature on March 1, 2025, unless earlier converted or repurchased, and bear interest at a rate of 0.125% payable semi-annually on March 1 and September 1 of each year. The circumstances to allow the holders to convert their 2025 Convertible Notes were not met during the six months ended June 30, 2023. As of June 30, 2023, certain holders of the 2025 Convertible Notes had converted an immaterial aggregate principal amount of their 2025 Convertible Notes. The Company has settled the conversions through the issuance of an immaterial amount of shares of the Company's Class A common stock. As of June 30, 2023, the if-converted value of the 2025 Convertible Notes did not exceed the outstanding principal amount.

Convertible Notes due in 2023

On May 25, 2018, the Company issued an aggregate principal amount of \$862.5 million of convertible senior notes ("2023 Convertible Notes"). As of the maturity date on May 15, 2023, certain holders of the 2023 Convertible Notes had converted an aggregate principal amount of \$401.9 million of their 2023 Convertible Notes, none of which was converted in the six months ended June 30, 2023. The Company settled the conversions through the issuance of 5.2 million shares of the Company's Class A common stock and paid a total of \$461.8 million in cash to settle the remaining unconverted principal balance, and interest, as of May 15, 2023.

Convertible Note Hedge and Warrant Transactions

In connection with the offering of the 2023 Convertible Notes, the Company entered into convertible note hedge transactions ("2023 Convertible Note Hedges") with certain financial institution counterparties ("2023 Note Hedge Counterparties") whereby the Company had the option to purchase a total of approximately 11.1 million shares of its Class A common stock at a price of approximately \$77.85 per share. The total cost of the 2023 Convertible Note Hedges was \$172.6 million. In addition, the Company sold warrants ("2023 Warrants") to the 2023 Note Hedge Counterparties whereby the 2023 Note Hedge Counterparties has the option to purchase a total of 11.1 million shares of the Company's Class A common stock at a price of approximately \$109.26 per share. The Company received \$112.1 million in cash proceeds from the sale of the 2023 Warrants. Taken together, the purchase of the 2023 Convertible Note Hedges and sale of the 2023 Warrants were intended to reduce dilution from the conversion of the 2023 Convertible Notes and/or offset any cash payments the Company was required to make in excess of the principal amount of the converted 2023 Convertible Notes, as the case may be, and to effectively increase the overall conversion price from approximately \$77.85 per share to approximately \$109.26 per share. As these instruments are considered indexed to the Company's own stock and are considered equity classified, the 2023 Convertible Note Hedges and 2023 Warrants are recorded in stockholders' equity, are not accounted for as derivatives, and are not remeasured each reporting period. The net costs incurred in connection with the 2023 Convertible Note Hedges and 2023 Warrants were recorded as a reduction to additional paid-in capital on the condensed consolidated balance sheets. The Company also exercised a pro-rata portion of the 2023 Convertible Note Hedges to offset the shares of the Company's Class A common stock issued to settle the conversion of the 2023 Convertible Notes. The 2023 Convertible Note Hedges were settled and no longer outstanding as of June 30, 2023. The Company had received 3.0 million shares of the Company's Class A common stock from the 2023 Note Hedge Counterparties, of which none were received in the six months ended June 30, 2023.

B) Revolving Credit Facility

In May 2020, the Company entered into a revolving credit agreement with certain lenders, which provided a \$500.0 million senior unsecured revolving credit facility (the "2020 Credit Facility") maturing in May 2023. On May 28, 2020, the Company amended the credit agreement for the 2020 Credit Facility (the "Credit Agreement") to permit the Company's wholly-owned subsidiary, Square Capital, LLC ("Square Capital"), to incur indebtedness in an aggregate principal amount of up to \$500.0 million pursuant to the Paycheck Protection Program Liquidity Facility ("PPPLF") authorized under the Federal Reserve Act of 1913. In connection with its convertible debt offerings in November 2020, the Company entered into a second amendment to the Credit Agreement on November 9, 2020 to permit convertible debt in an aggregate principal amount not to exceed \$3.6 billion. On January 28, 2021, the Company entered into a third amendment to the Credit Agreement to increase the amount of indebtedness that Square Capital is permitted to incur pursuant to the PPPLF from an aggregate principal amount of up to \$500.0 million to an aggregate principal amount of up to \$1.0 billion. On May 25, 2021, the Company entered into a fourth amendment to the Credit Agreement to, among other things, extend the maturity date of the loans advanced to May 1, 2024. On January 28, 2022, the Company entered into a fifth amendment to the Credit Agreement to permit certain existing obligations of Afterpay and its subsidiaries to remain outstanding as of and after the completion of the Afterpay acquisition. On February 23, 2022, the Company entered into a sixth amendment to the Credit Agreement to, among other things, provide for a new tranche of unsecured revolving loan commitments in an aggregate principal amount of up to \$100.0 million. On June 9, 2023, the Company entered into a seventh amendment to the Credit Agreement to, among other things, extend the maturity date of the loans advanced to June 9, 2028 and provide for additional unsecured revolving loan commitments in an aggregate principal amount of up to \$175.0 million. The Credit Agreement also contains a financial covenant that requires the Company to maintain a quarterly minimum liquidity amount (consisting of the sum of Unrestricted Cash and Cash Equivalents plus Marketable Securities, each as defined in the Credit Agreement) of at least \$250.0 million, tested on a quarterly basis. The Company is obligated to pay customary fees for a credit facility of this size and type including a commitment fee of 0.10% to 0.20% per annum on the undrawn portion available under the 2020 Credit Facility, depending on the Company's total net leverage ratio. To date, no funds have been drawn and no letters of credit have been issued under the 2020 Credit Facility. As of June 30, 2023, \$775.0 million remained available for draw. The Company incurred immaterial unused commitment fees during the three and six months ended June 30, 2023 and June 30, 2022, respectively. As of June 30, 2023, the Company was in compliance with all financial covenants associated with the 2020 Credit Facility.

Loans under the 2020 Credit Facility bear interest at the Company's option of (i) an annual rate based on the forward-looking term rate based on the Secured Overnight Financing Rate ("Term SOFR") or (ii) a base rate. Loans based on Term SOFR shall bear interest at a rate equal to Term SOFR plus a margin of between 1.25% and 1.75%, depending on the Company's total net leverage ratio. Loans based on the base rate shall bear interest at a rate based on the highest of the prime rate, the federal funds rate plus 0.50%, and Term SOFR with a tenor of one-month plus 1.00%, in each case, plus a margin ranging from 0.25% to 0.75%, depending on the Company's total net leverage ratio. The Credit Agreement also contains customary affirmative and negative covenants typical for a financing of this type that, among other things, restricts the Company and certain of its subsidiaries' ability to incur additional indebtedness, create liens, merge or consolidate or make certain dispositions, pay dividends and make distributions, enter into restrictive agreements, enter into agreements with affiliates, and make certain investments and acquisitions.

C) Warehouse Funding Facilities

Following the acquisition of Afterpay, the Company assumed Afterpay's existing warehouse funding facilities. The Company has financing arrangements with financial institutions in Australia, New Zealand, the United States, and the United Kingdom (collectively, the "Warehouse Facilities"). The Warehouse Facilities have been arranged utilizing wholly-owned and consolidated entities formed for the sole purpose of financing the origination of consumer receivables to partly fund the Company's BNPL platform. Borrowings under the Warehouse Facilities are secured against the respective consumer receivables.

These Warehouse Facilities have maturity dates ranging from December 2023 to December 2024. As of June 30, 2023, the aggregate commitment amount of the Warehouse Facilities, using the respective exchange rates at period-end, was \$1.7 billion on a revolving basis, of which \$0.8 billion was drawn and \$0.9 billion remained available. All facilities contain portfolio parameters based on performance of the underlying consumer receivables, which each respective region has satisfied as of June 30, 2023. None of the Warehouse Facilities contain corporate financial covenants.

All Warehouse Facilities are on a variable rate basis which aligns closely to the weighted average life of the consumer receivables they finance. Borrowings under these facilities bear interest at (i) a base rate aligned to either the local risk free rate, such as Term SOFR and the Sterling Overnight Index Average ("SONIA") or similar, and (ii) a margin which is set for the term of the availability period. In addition, each facility requires payment of immaterial commitment fees.

The table below summarizes the amounts drawn on these facilities by year of maturity (in thousands):

	June 30, 2023
2023	\$ 339,727
2024	480,443
Total funding debt, net of deferred debt issuance costs	<u>\$ 820,170</u>

NOTE 14 - INCOME TAXES

The Company recorded an income tax benefit of \$3.7 million and \$5.8 million for the three and six months ended June 30, 2023, respectively, compared to an income tax expense of \$1.3 million and income tax benefit of \$0.4 million for the three and six months ended June 30, 2022, respectively. The difference between income before income tax at the U.S. federal statutory rate and the income tax benefit recorded for the three and six months ended June 30, 2023 is primarily due to a change in the valuation allowance in certain foreign jurisdictions, offset by the current year loss of an entity with deferred tax liabilities available to recognize those losses in future periods.

The difference between the income tax benefit for the three and six months ended June 30, 2023, and the income tax expense for the three months ended June 30, 2022, and the income tax benefit for the six months ended June 30, 2022 primarily relates to the inclusion of an entity in the annual effective income tax rate that has a current year loss with deferred tax liabilities available to recognize those losses in future periods, a change in the valuation allowance in certain jurisdictions, and a change in the mix of income by jurisdiction.

The Company is subject to income taxes in the U.S. and certain foreign tax jurisdictions. The tax provision for the three and six months ended June 30, 2023 and June 30, 2022 is calculated on a jurisdictional basis. The Company estimated the worldwide income tax provision using the estimated annual effective income tax rate expected to be applicable for the full year. The Company's effective tax rate may be subject to fluctuations during the year as new information is obtained, which may affect the assumptions used to estimate the annual effective tax rate, including factors such as the mix of forecasted pre-tax earnings in the various jurisdictions in which the Company operates, changes in valuation allowances against deferred tax assets, the recognition and de-recognition of tax benefits related to uncertain tax positions, and changes in or the interpretation of tax laws in jurisdictions where the Company conducts business.

As of June 30, 2023, the Company retained a full valuation allowance on its net deferred tax assets in certain jurisdictions. The realization of the Company's deferred tax assets depends primarily on its ability to generate taxable income in future periods. The amount of deferred tax assets considered realizable in future periods may change as management continues to reassess the underlying factors it uses in estimating future taxable income.

NOTE 15 - STOCKHOLDERS' EQUITY

Common Stock

The Company has two classes of authorized common stock outstanding: Class A common stock and Class B common stock. Class A common stock and Class B common stock are referred to as "common stock" throughout these Notes to the Condensed Consolidated Financial Statements, unless otherwise noted. Holders of shares of Class A common stock are entitled to one vote per share, while holders of shares of Class B common stock are entitled to ten votes per share. Shares of the Company's Class B common stock are convertible into an equivalent number of shares of its Class A common stock and generally convert into shares of its Class A common stock upon transfer. The holders of Class A common stock and Class B common stock have no preemptive or other subscription rights and there are no redemption or sinking fund provisions with respect to such shares. All new stock options and stock-based awards are granted in Class A common stock.

Warrants

In conjunction with the 2023 Convertible Notes offering, the Company sold the 2023 Warrants whereby the counterparties have the option to purchase a total of approximately 11.1 million shares of the Company's Class A common stock at a price of \$109.26 per share. The 2023 Warrants expire evenly over a 60 trading day period starting on August 15, 2023. None of the warrants were exercised as of June 30, 2023.

In conjunction with the 2025 Convertible Notes offering, the Company sold the 2025 Warrants whereby the counterparties have the option to purchase a total of approximately 8.3 million shares of the Company's Class A common stock at a price of \$161.34 per share. The 2025 Warrants expire evenly over a 60 trading day period starting on June 1, 2025. None of the warrants were exercised as of June 30, 2023.

In conjunction with the 2026 Convertible Notes offering, the Company sold the 2026 Warrants whereby the counterparties have the option to purchase a total of approximately 1.9 million shares of the Company's Class A common stock at a price of \$368.16 per share. The 2026 Warrants expire evenly over a 60 trading day period starting on August 1, 2026. None of the warrants were exercised as of June 30, 2023.

In conjunction with the 2027 Convertible Notes offering, the Company sold the 2027 Warrants whereby the counterparties have the option to purchase a total of approximately 1.9 million shares of the Company's Class A common stock at a price of \$414.18 per share. The 2027 Warrants expire evenly over a 60 trading day period starting on February 1, 2028. None of the warrants were exercised as of June 30, 2023.

Conversion of Convertible Notes and Exercise of Convertible Note Hedges

In connection with the conversion of the 2023 Convertible Notes, the Company issued an aggregate 5.2 million shares of Class A common stock as of the maturity date on May 15, 2023, of which no shares were issued in the three and six months ended June 30, 2023. The Company also exercised a pro-rata portion of the 2023 Convertible Note Hedges and received 3.0 million shares of Class A common stock from the 2023 Note Hedge Counterparties to offset the shares issued as of June 30, 2023. No shares were received in the three and six months ended June 30, 2023.

Stock Plans

The Company maintains two share-based employee compensation plans: the 2009 Stock Plan ("2009 Plan") and the 2015 Equity Incentive Plan ("2015 Plan"). The 2015 Plan serves as the successor to the 2009 Plan. The 2015 Plan became effective as of November 17, 2015. Outstanding awards under the 2009 Plan continue to be subject to the terms and conditions of the 2009 Plan. Since November 17, 2015, no additional awards have been nor will be granted in the future under the 2009 Plan. As of June 30, 2023, the total number of shares subject to stock options, restricted stock awards ("RSAs"), and restricted stock units ("RSUs") outstanding under the 2009 Plan was 2,651,384 shares.

Under the 2015 Plan, shares of the Company's Class A common stock are reserved for the issuance of incentive and nonstatutory stock options ("ISOs" and "NSOs", respectively), RSAs, RSUs, performance shares, and stock bonuses to qualified employees, directors, and consultants. The awards must be granted at a price per share not less than the fair market value at the date of grant. Initially, 30,000,000 shares were reserved under the 2015 Plan and any shares subject to options or other similar awards granted under the 2009 Plan that expire, are forfeited, are repurchased by the Company, or otherwise terminate unexercised, will become available under the 2015 Plan. The number of shares available for issuance under the 2015 Plan has been and will be increased on the first day of each fiscal year, in an amount equal to the least of (i) 40,000,000 shares, (ii) 5% of the outstanding shares on the last day of the immediately preceding fiscal year, or (iii) such number of shares determined by the administrator of the plan. The administrator consists of the board of directors who then delegates the responsibilities to the compensation committee. As of June 30, 2023, the total number of shares subject to stock options, RSAs, and RSUs outstanding under the 2015 Plan was 46,483,117, and 125,416,973 shares were available for future issuance.

A summary of stock option activity for the six months ended June 30, 2023 is as follows (in thousands, except per share data):

	Number of Stock Options	Weighted Average Exercise Price	Weighted Average Remaining Contractual Term (in years)	Aggregate Intrinsic Value
Outstanding, beginning of the year	6,739	\$ 40.37	4.02	\$ 224,484
Granted	682	65.16		
Exercised	(1,163)	10.48		
Forfeited	(106)	108.34		
Expired	(24)	80.33		
Outstanding, end of the period	<u>6,128</u>	\$ 47.47	4.41	\$ 181,393
Exercisable, end of the period	4,853	\$ 36.27	3.25	\$ 176,912

Restricted Stock Activity

Activity related to RSAs and RSUs during the six months ended June 30, 2023 is set forth below (in thousands, except per share data):

	Number of Shares	Weighted Average Grant Date Fair Value
Unvested, beginning of the year	28,300	\$ 97.89
Granted	22,827	62.75
Vested	(6,567)	90.48
Forfeited	(1,554)	103.61
Unvested, end of the period	<u>43,006</u>	<u>\$ 80.16</u>

Share-Based Compensation

The following table summarizes the effects of share-based compensation on the Company's condensed consolidated statements of operations (in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2023	2022	2023	2022
Cost of revenue	\$ 142	\$ 139	\$ 284	\$ 248
Product development	223,411	179,137	421,268	324,212
Sales and marketing	32,790	25,133	62,155	46,389
General and administrative	62,905	52,229	115,132	161,212
Total	<u>\$ 319,248</u>	<u>\$ 256,638</u>	<u>\$ 598,839</u>	<u>\$ 532,061</u>

The Company recorded \$11.4 million and \$32.5 million of share-based compensation expense related to the Company's 2015 Employee Stock Purchase Plan during the three and six months ended June 30, 2023, respectively, compared to \$12.9 million and \$25.9 million during the three and six months ended June 30, 2022, respectively, which are included in the table above. The total share-based compensation expense for the six months ended June 30, 2022 also includes \$66.3 million related to the acceleration of various share-based arrangements associated with the acquisition of Afterpay, which is included in the table above.

The Company capitalized \$7.2 million and \$13.1 million of share-based compensation expense related to capitalized software costs during the three and six months ended June 30, 2023, respectively, compared to \$3.6 million and \$7.6 million during the three and six months ended June 30, 2022, respectively.

As of June 30, 2023, there was \$3.4 billion of total unrecognized compensation cost related to outstanding stock options, RSUs, and RSAs that are expected to be recognized over a weighted-average period of 2.9 years.

NOTE 16 - NET LOSS PER SHARE

Basic net loss per share is computed by dividing the net loss by the weighted-average number of shares of common stock outstanding during the period. Diluted net loss per share is computed by dividing net loss by the weighted-average number of shares of common stock outstanding adjusted for the dilutive effect of all potential shares of common stock. In periods when the Company reported a net loss, diluted net loss per share is the same as basic net loss per share because the effects of potentially dilutive items were anti-dilutive.

The following table presents the calculation of basic and diluted net loss per share (in thousands, except per share data):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2023	2022	2023	2022
Numerator:				
Net loss	\$ (125,842)	\$ (209,277)	\$ (145,168)	\$ (416,640)
Less: Net loss attributable to noncontrolling interests	(3,336)	(1,263)	(5,824)	(4,427)
Net loss attributable to common stockholders	<u>\$ (122,506)</u>	<u>\$ (208,014)</u>	<u>\$ (139,344)</u>	<u>\$ (412,213)</u>
Denominator:				
Basic shares:				
Weighted-average shares used to compute basic net loss per share	<u>606,692</u>	<u>581,350</u>	<u>604,476</u>	<u>561,501</u>
Diluted shares:				
Weighted-average shares used to compute diluted net loss per share	<u>606,692</u>	<u>581,350</u>	<u>604,476</u>	<u>561,501</u>
Net loss per share attributable to common stockholders:				
Basic	<u>\$ (0.20)</u>	<u>\$ (0.36)</u>	<u>\$ (0.23)</u>	<u>\$ (0.73)</u>
Diluted	<u>\$ (0.20)</u>	<u>\$ (0.36)</u>	<u>\$ (0.23)</u>	<u>\$ (0.73)</u>

The following potential common shares were excluded from the calculation of diluted net loss per share because their effect would have been anti-dilutive for the periods presented (in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2023	2022	2023	2022
Stock options, restricted stock, and employee stock purchase plan	47,477	32,925	42,180	28,184
Convertible notes	15,034	18,025	16,522	18,032
Common stock warrants	23,188	41,479	23,188	41,917
Total anti-dilutive securities	<u>85,699</u>	<u>92,429</u>	<u>81,890</u>	<u>88,133</u>

NOTE 17 - RELATED PARTY TRANSACTIONS

In July 2019, the Company entered into a lease agreement for office space in St. Louis, Missouri, from an affiliate of one of the Company's co-founders and current member of its board of directors, Mr. Jim McKelvey, for a term of 15.5 years, with options to extend the lease term for two five-year terms. The lease possession date varied by floor, beginning in May 2020. As of June 30, 2023, the Company had recorded right-of-use assets of \$10.6 million and associated lease liabilities of \$17.1 million related to this lease arrangement.

Under the lease agreement, the Company also has an option to terminate the lease for up to 50% of the leased space any time between January 1, 2024 and December 31, 2026, as well as an option to terminate the lease for the entire property on January 1, 2034. Termination penalties specified in the lease agreement will apply if the Company exercises any of the options to terminate the lease. On January 2, 2023, the Company notified the lessor of its intention to exercise the early termination option with respect to approximately 48% of the leased space, effective December 31, 2023. As a result, the Company paid a termination penalty of approximately \$5.2 million to exercise the option.

NOTE 18 - COMMITMENTS AND CONTINGENCIES

Litigation and Regulatory Matters

The Company is currently subject to, and may in the future be involved in, various litigation matters, legal claims, investigations, and regulatory proceedings.

The Company received Civil Investigative Demands ("CIDs") from the Consumer Financial Protection Bureau ("CFPB"), as well as from Attorneys General from multiple states, seeking the production of information related to, among other things, Cash App's handling of customer complaints and disputes. The Company is cooperating with the CFPB and the state Attorneys General in connection with these CIDs. The Company has accrued a liability for an estimated amount in connection with these CIDs in accordance with ASC 450-20, *Contingencies: Loss Contingencies*. The accrued amount was not material as of June 30, 2023. Given the status of these matters, it is not possible to reliably determine the range of potential liability in excess of the accrued amounts that could result from these investigations. The Company regularly assesses the likelihood of adverse outcomes resulting from litigation and regulatory proceedings and adjusts the financial statements based on such assessments. The eventual outcome of these matters may differ materially from the estimates the Company has currently accrued in the financial statements.

In addition, the Company is subject to various legal matters, investigations, subpoenas, inquiries or audits, claims, lawsuits and disputes, including with regulatory bodies and governmental agencies. For example, the Company received inquiries from the Securities and Exchange Commission and Department of Justice shortly after the publication of a short seller report in March 2023. The Company believes the inquiries primarily relate to the allegations raised in the short seller report. The Company cannot at this time fairly estimate a reasonable range of exposure, if any, of the potential liability with respect to any of these matters. Although we may be subject to an adverse decision or settlement, the Company does not believe that the final disposition of any of these other matters will have a material adverse effect on its results of operations, financial position, or liquidity. However, the Company cannot give any assurance regarding the ultimate outcome of any of these matters, and their resolution could be material to the Company's operating results.

Purchase Commitments

During the year ended December 31, 2022, we entered into non-cancelable purchase obligations related to cloud computing infrastructure. The commitment amounts in the table below are associated with contracts that are enforceable and legally binding and that specify all significant terms, including fixed or minimum services to be used, and the approximate timing of the actions under the contracts.

As of June 30, 2023, the future minimum payments under the purchase commitments were as follows (in thousands):

	Payments Due By Period
Remainder of 2023	\$ 119,363
2024	300,554
2025	316,425
2026	263,300
2027	315,100
Total	<u>\$ 1,314,742</u>

Other Contingencies

The Company is under examination, or may be subject to examination, by several tax authorities. These examinations may lead to proposed adjustments to the Company's taxes or net operating losses with respect to years under examination, as well as subsequent periods. The Company regularly assesses the likelihood of adverse outcomes resulting from tax examinations to determine the adequacy of the Company's provision for direct and indirect taxes. The Company continues to monitor the progress of ongoing discussions with tax authorities and the effect, if any, on the Company's provision for direct and indirect taxes.

Management believes that an adequate provision has been made for any adjustments that may result from tax examinations. However, the outcome of tax audits cannot be predicted with certainty. If any issues addressed in the Company's tax audits are resolved in a manner not consistent with the Company's expectations, the Company could be required to adjust the Company's provision for direct and indirect taxes in the period such resolution occurs.

NOTE 19 - SEGMENT AND GEOGRAPHICAL INFORMATION

The Company reports its segments to reflect the manner in which the Company's chief operating decision maker ("CODM") reviews and assesses performance. Accordingly, the Company has two reportable segments, Square and Cash App. The financial results of the Company's BNPL platform have been allocated equally to the Cash App and Square segments as management has concluded that the BNPL platform will contribute equally to both the Cash App and Square platforms. Further, Afterpay does not have a segment manager who reports to the CODM. Rather, the operations of Afterpay are managed by the segment managers of Cash App and Square, who are responsible for allocating resources and evaluating the performance of Afterpay. Products and services that are not assigned to a specific reportable segment, including but not limited to TIDAL, TBD, and Spiral, are aggregated and presented within a general corporate and other category. Square and Cash App are defined as follows:

- Cash App includes the financial tools available to individuals within the mobile Cash App, including peer-to-peer payments, bitcoin and stock investments. Cash App also includes Cash App Card, which is linked to customer stored balances that customers can use to pay for purchases or withdraw funds from an ATM.
- Square includes managed payment services, software solutions, hardware, and financial services offered to sellers, excluding those that involve Cash App.

The primary financial measures used by the CODM to evaluate performance and allocate resources are revenue and gross profit. The CODM does not evaluate performance or allocate resources based on segment asset data, and therefore such information is not included. The following tables present information on the reportable segments revenue and segment gross profit (in thousands):

	Three Months Ended June 30, 2023				Six Months Ended June 30, 2023			
	Cash App	Square	Corporate and Other ⁽ⁱ⁾	Total	Cash App	Square	Corporate and Other ⁽ⁱ⁾	Total
Revenue:								
Transaction-based revenue	\$ 133,741	\$ 1,503,913	\$ —	\$ 1,637,654	\$ 268,404	\$ 2,791,955	\$ —	\$ 3,060,359
Subscription and services-based revenue	1,030,822	380,596	50,079	1,461,497	2,004,713	722,337	100,671	2,827,721
Hardware revenue	—	44,922	—	44,922	—	82,373	—	82,373
Bitcoin revenue	2,390,884	—	—	2,390,884	4,554,635	—	—	4,554,635
Segment revenue	<u>\$ 3,555,447</u>	<u>\$ 1,929,431</u>	<u>\$ 50,079</u>	<u>\$ 5,534,957</u>	<u>\$ 6,827,752</u>	<u>\$ 3,596,665</u>	<u>\$ 100,671</u>	<u>\$ 10,525,088</u>
Segment gross profit⁽ⁱⁱ⁾	<u>\$ 968,045</u>	<u>\$ 888,273</u>	<u>\$ 9,783</u>	<u>\$ 1,866,101</u>	<u>\$ 1,899,285</u>	<u>\$ 1,658,554</u>	<u>\$ 22,846</u>	<u>\$ 3,580,685</u>

	Three Months Ended June 30, 2022				Six Months Ended June 30, 2022			
	Cash App	Square	Corporate and Other ⁽ⁱ⁾	Total	Cash App	Square	Corporate and Other ⁽ⁱ⁾	Total
Revenue:								
Transaction-based revenue	\$ 116,068	\$ 1,359,639	\$ —	\$ 1,475,707	\$ 225,309	\$ 2,483,367	\$ —	\$ 2,708,676
Subscription and services-based revenue	720,180	317,835	56,841	1,094,856	1,342,489	600,485	111,439	2,054,413
Hardware revenue	—	48,051	—	48,051	—	85,377	—	85,377
Bitcoin revenue	1,785,885	—	—	1,785,885	3,516,678	—	—	3,516,678
Segment revenue	<u>\$ 2,622,133</u>	<u>\$ 1,725,525</u>	<u>\$ 56,841</u>	<u>\$ 4,404,499</u>	<u>\$ 5,084,476</u>	<u>\$ 3,169,229</u>	<u>\$ 111,439</u>	<u>\$ 8,365,144</u>
Segment gross profit⁽ⁱⁱ⁾	<u>\$ 704,893</u>	<u>\$ 755,439</u>	<u>\$ 9,316</u>	<u>\$ 1,469,648</u>	<u>\$ 1,328,552</u>	<u>\$ 1,416,660</u>	<u>\$ 19,396</u>	<u>\$ 2,764,608</u>

⁽ⁱ⁾ Corporate and other represents results related to products and services that are not assigned to a specific reportable segment, and intersegment eliminations between Cash App and Square.

⁽ⁱⁱ⁾ Segment gross profit for Cash App for the three and six months ended June 30, 2023 included \$8.4 million and \$16.9 million of amortization of acquired technology assets expense, respectively. Segment gross profit for Cash App for the three and six months ended June 30, 2022 included \$8.2 million and \$15.3 million of amortization of acquired technology assets expense, respectively. Segment gross profit for Square for the three and six months ended June 30, 2023 included \$8.5 million and \$17.1 million of amortization of acquired technology assets expense, respectively. Segment gross profit for Square for the three and six months ended June 30, 2022 included \$8.2 million and \$15.2 million of amortization of acquired technology assets expense, respectively. Amortization of acquired technology assets expense included in Corporate and Other was immaterial for the three and six months ended June 30, 2023 and June 30, 2022.

The following table provides a reconciliation of total segment gross profit to the Company's loss before applicable income taxes (in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2023	2022	2023	2022
Total segment gross profit	\$ 1,866,101	\$ 1,469,648	\$ 3,580,685	\$ 2,764,608
Less: Product development	694,672	524,827	1,321,609	983,051
Less: Sales and marketing	537,607	530,827	1,033,618	1,032,389
Less: General and administrative	549,293	395,720	982,118	839,869
Less: Transaction, loan, and consumer receivable losses	179,771	156,697	307,667	247,847
Less: Bitcoin impairment losses	—	35,961	—	35,961
Less: Amortization of customer and other intangible assets	36,865	39,389	73,952	66,053
Less: Interest expense (income), net	(3,944)	12,966	(7,105)	28,714
Less: Other expense (income), net	1,379	(18,766)	19,750	(52,238)
Loss before applicable income taxes	\$ (129,542)	\$ (207,973)	\$ (150,924)	\$ (417,038)

Revenue

Revenue by geography is based on the addresses of the sellers or customers. The following table details revenue by geographic area (in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2023	2022	2023	2022
United States	\$ 5,171,558	\$ 4,147,502	\$ 9,836,193	\$ 7,812,685
International	363,399	256,997	688,895	552,459
Total	\$ 5,534,957	\$ 4,404,499	\$ 10,525,088	\$ 8,365,144

No individual country from the international markets contributed more than 10% of total revenue for the three and six months ended June 30, 2023 and June 30, 2022.

Long-Lived Assets

The following table details long-lived assets by geography (in thousands):

	June 30, 2023	December 31, 2022
United States	\$ 7,856,000	\$ 8,023,535
Australia	4,666,894	4,801,434
Other international	1,910,106	1,858,300
Total	\$ 14,433,000	\$ 14,683,269

Assets by reportable segment were not included, as this information is not reviewed by the CODM to make operating decisions or allocate resources and is reviewed on a consolidated basis.

NOTE 20 - SUPPLEMENTAL CASH FLOW INFORMATION

The supplemental disclosures of cash flow information consist of the following (in thousands):

	Six Months Ended June 30,	
	2023	2022
Supplemental cash flow data:		
Cash paid for interest	\$ 63,251	\$ 37,948
Cash paid for income taxes	50,301	7,347
Supplemental disclosures of non-cash investing and financing activities:		
Right-of-use assets obtained in exchange for operating lease obligations	1,901	37,572
Purchases of property and equipment in accounts payable and accrued expenses	4,452	8,680
Deferred purchase consideration related to business combinations	—	14,377
Fair value of common stock issued related to business combinations	—	(13,827,929)
Fair value of common stock issued to settle the conversion of convertible notes	—	(2,551)
Fair value of common stock shares received to settle convertible note hedges	—	133,142
Fair value of common stock issued in connection with the exercise of common stock warrants	—	(220,768)
Bitcoin lent to third-party borrowers	—	5,934

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

You should read the following discussion and analysis in conjunction with the information set forth within the condensed consolidated financial statements and the notes thereto included elsewhere in this Quarterly Report on Form 10-Q, as well as our Annual Report on Form 10-K. The statements in this discussion regarding our expectations of our future performance, liquidity and capital resources, our plans, estimates, beliefs and expectations that involve risks and uncertainties, and other non-historical statements in this discussion are forward-looking statements. These forward-looking statements are subject to numerous risks and uncertainties, including, but not limited to, the risks and uncertainties described under "Risk Factors" and elsewhere in this Quarterly Report on Form 10-Q. Our actual results may differ materially from those contained in or implied by any forward-looking statements.

Overview

Block launched the Square ecosystem in February 2009 to enable businesses ("sellers") to accept card payments, an important capability that was previously inaccessible to many businesses. We have expanded to provide sellers additional products and services and to give them access to a cohesive ecosystem of tools to help them manage and grow their businesses. Similarly, with Cash App, we have built an ecosystem of financial products and services to help individuals manage their money. In January 2022, we completed the acquisition of Afterpay, a buy now, pay later ("BNPL") platform that facilitates commerce between retail merchants and consumers by allowing retail merchant clients to offer their customers the ability to buy goods and services on a BNPL basis. We allocate the financial results from our BNPL platform equally to the Cash App and Square segments. In addition, we also operate TIDAL, a global platform for musicians and fans, and TBD, an open developer platform, to contribute to our purpose of economic empowerment.

We delivered strong growth across our ecosystems in the second quarter of 2023. Gross profit was \$1.9 billion, up 27% year over year, driven primarily by our Cash App and Square ecosystems.

Cash App generated gross profit of \$968.0 million in the second quarter of 2023, up 37% year over year. Performance was driven by growth in transacting actives and adoption of our broader ecosystem, including financial services products.

Square generated gross profit of \$888.3 million in the second quarter of 2023, up 18% year over year as we continued to make progress growing upmarket with larger sellers, expanding globally, and optimizing our go-to-market strategies.

We continued to exercise expense discipline and are focused on driving long-term growth. In the second quarter of 2023, operating loss was \$132.1 million and Adjusted Operating Income was \$25.5 million. For the same period, net loss attributable to common stockholders was \$122.5 million and Adjusted EBITDA was \$384.4 million, an increase of 105% year over year. Refer to the *Key Operating Metrics and Non-GAAP Financial Measures* section below for reconciliations of non-GAAP financial measures to their nearest generally accepted accounting principles ("GAAP") equivalents.

We ended the second quarter of 2023 with \$7.5 billion in available liquidity, including \$6.8 billion in cash, cash equivalents, restricted cash, and investments in marketable debt securities, and \$775.0 million available to be withdrawn from our revolving credit facility. This represents a increase of \$39.0 million from the end of 2022, including a \$461.8 million cash payment for the settlement of the outstanding 2023 Convertible Notes that matured in May 2023.

Key Operating Metrics and Non-GAAP Financial Measures

We collect and analyze operating and financial data to evaluate the health of our business, allocate our resources, and assess our performance. In addition to total net revenue, operating income (loss), net income (loss), and other results under GAAP, the following table sets forth key operating metrics and non-GAAP financial measures we use to evaluate our business. We believe these metrics and measures are useful to facilitate period-to-period comparisons of our business and to facilitate comparisons of our performance to that of other payment solution providers.

	Three Months Ended June 30,		Six Months Ended June 30,	
	2023	2022	2023	2022
Gross Payment Volume ("GPV") (in millions)	\$ 59,012	\$ 52,499	\$ 110,129	\$ 96,003
Adjusted Operating Income (Loss) (in thousands)	\$ 25,499	\$ (103,457)	\$ 76,473	\$ (145,711)
Adjusted EBITDA (in thousands)	\$ 384,402	\$ 187,342	\$ 752,769	\$ 382,703
Adjusted Net Income Per Share:				
Basic	\$ 0.41	\$ 0.19	\$ 0.82	\$ 0.38
Diluted	\$ 0.39	\$ 0.18	\$ 0.80	\$ 0.36

Gross Payment Volume (GPV)

GPV includes Square GPV and Cash App Business GPV. Square GPV is defined as the total dollar amount of all card payments processed by sellers using Square, net of refunds, and ACH transfers. Cash App Business GPV is comprised of Cash App activity related to peer-to-peer transactions received by business accounts, and peer-to-peer payments sent from a credit card. GPV does not include transactions from our BNPL platform because GPV is related only to transaction-based revenue and not to subscription and services-based revenue.

Adjusted EBITDA, Adjusted Net Income Per Share ("Adjusted EPS") and Adjusted Operating Income

Adjusted EBITDA and Adjusted EPS are non-GAAP financial measures that represent our net income (loss) and net income (loss) per share, adjusted to eliminate the effect of items as described below.

We have included these non-GAAP financial measures in this Quarterly Report on Form 10-Q because they are key measures used by our management to evaluate our operating performance, generate future operating plans, and make strategic decisions, including those relating to operating expenses and the allocation of internal resources. Accordingly, we believe these measures provide useful information to investors and others in understanding and evaluating our operating results in the same manner as our management and board of directors. In addition, they provide useful measures for period-to-period comparisons of our business, as they remove the effect of certain non-cash items and certain variable charges that do not vary with our operations.

- We believe it is useful to exclude certain non-cash charges, such as amortization of intangible assets, and share-based compensation expenses, from our non-GAAP financial measures because the amount of such expenses in any specific period may not directly correlate to the underlying performance of our business operations.
- We believe that excluding the expense related to amortization of debt discount and issuance costs from our non-GAAP measures is useful to investors because such incremental non-cash interest expense does not represent a current or future cash outflow for the Company and is therefore not indicative of our continuing operations or meaningful when comparing current results to past results. Additionally, for purposes of calculating diluted Adjusted EPS we add back cash interest expense on convertible notes, as if converted at the beginning of the period, if the impact is dilutive.
- We exclude the following from non-GAAP financial measures because we do not believe that these items are reflective of our ongoing business operations: gain or loss on the disposal of property and equipment; gain or loss on revaluation of equity investments; and bitcoin impairment losses on our investment in bitcoin, as applicable.

- To aid in comparability of our results across periods, we also exclude certain acquisition related and integration costs associated with business combinations and various other costs that are not normal operating expenses. Acquisition related costs include amounts paid to redeem acquirees' unvested share-based compensation awards, and legal, accounting, valuation, and due diligence costs. Integration costs include advisory and other professional services or consulting fees necessary to integrate acquired businesses. Other costs that are not reflective of our core business operating expenses may include contingent losses, impairment charges, and certain litigation and regulatory charges. We also add back the impact of the acquired deferred revenue and deferred cost adjustment, which was written down to fair value in purchase accounting.

In addition to the items above, Adjusted EBITDA as a non-GAAP financial measure also excludes depreciation and amortization, other cash interest income and expense, and other income and expense.

Non-GAAP financial measures have limitations, should be considered as supplemental in nature, and are not meant as a substitute for the related financial information prepared in accordance with GAAP. These limitations include the following:

- share-based compensation expense has been, and will continue to be for the foreseeable future, a significant recurring expense in our business and an important part of our compensation strategy;
- the intangible assets being amortized may have to be replaced in the future, and the non-GAAP financial measures do not reflect cash capital expenditure requirements for such replacements or for new capital expenditures or other capital commitments; and
- non-GAAP measures do not reflect changes in, or cash requirements for, our working capital needs.

In addition to the limitations above, Adjusted EBITDA as a non-GAAP financial measure does not reflect the effect of depreciation and amortization expense and related cash capital requirements, income taxes that may represent a reduction in cash available to us, and the effect of foreign currency exchange gains or losses, which is included in other income and expense.

In view of the limitations associated with Adjusted EBITDA, we also present Adjusted Operating Income (Loss), which is a non-GAAP financial measure that excludes certain expenses that we believe are not reflective of our core operating performance, including amortization of intangible assets, bitcoin impairment losses, acquisition-related accelerated share-based compensation expenses, and acquisition-related, integration, and other costs. Adjusted Operating Income (Loss) does however include the effect of share-based compensation expense, which is a significant recurring expense in our business and an important part of our compensation strategy, as well as depreciation expense.

Other companies, including companies in our industry, may calculate the non-GAAP financial measures differently or not at all, which reduces their usefulness as comparative measures.

Because of these limitations, you should consider the non-GAAP financial measures alongside other financial performance measures, including net income (loss) and our other financial results presented in accordance with GAAP.

The following table presents a reconciliation of operating income (loss) to Adjusted Operating Income (Loss) for each of the periods indicated (in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2023	2022	2023	2022
Operating loss	\$ (132,107)	\$ (213,773)	\$ (138,279)	\$ (440,562)
Amortization of acquired technology assets	18,392	17,899	36,900	33,368
Acquisition-related, integration and other costs	102,349	17,067	103,900	93,132
Bitcoin impairment losses	—	35,961	—	35,961
Amortization of customer and other acquired intangible assets	36,865	39,389	73,952	66,053
Acquisition-related share-based acceleration costs	—	—	—	66,337
Adjusted Operating Income (Loss)	\$ 25,499	\$ (103,457)	\$ 76,473	\$ (145,711)

The following table presents a reconciliation of net income (loss) to Adjusted EBITDA for each of the periods indicated (in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2023	2022	2023	2022
Net loss attributable to common stockholders	\$ (122,506)	\$ (208,014)	\$ (139,344)	\$ (412,213)
Net loss attributable to noncontrolling interests	(3,336)	(1,263)	(5,824)	(4,427)
Net loss	(125,842)	(209,277)	(145,168)	(416,640)
Share-based compensation expense	319,248	256,638	598,839	532,061
Depreciation and amortization	94,545	90,839	187,718	160,895
Acquisition-related, integration and other costs	102,349	17,067	103,900	93,132
Interest expense (income), net	(3,944)	12,966	(7,105)	28,714
Other expense (income), net	1,379	(18,766)	19,750	(52,238)
Bitcoin impairment losses	—	35,961	—	35,961
Provision (benefit) for income taxes	(3,700)	1,304	(5,756)	(398)
Loss on disposal of property and equipment	343	548	534	1,082
Acquired deferred revenue and cost adjustment	24	62	57	134
Adjusted EBITDA	\$ 384,402	\$ 187,342	\$ 752,769	\$ 382,703

The following table presents a reconciliation of net income (loss) to Adjusted Net Income and Adjusted EPS for each of the periods indicated (in thousands, except per share data):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2023	2022	2023	2022
Net loss attributable to common stockholders	\$ (122,506)	\$ (208,014)	\$ (139,344)	\$ (412,213)
Net loss attributable to noncontrolling interests	(3,336)	(1,263)	(5,824)	(4,427)
Net loss	(125,842)	(209,277)	(145,168)	(416,640)
Share-based compensation expense	319,248	256,638	598,839	532,061
Acquisition-related, integration and other costs	102,349	17,067	103,900	93,132
Amortization of intangible assets	55,257	57,288	110,852	99,421
Amortization of debt discount and issuance costs	2,885	3,826	5,834	7,456
Loss (gain) on revaluation of equity investments	1,370	5,115	16,255	(44,626)
Bitcoin impairment losses	—	35,961	—	35,961
Loss on disposal of property and equipment	343	548	534	1,082
Acquired deferred revenue and cost adjustment	24	62	57	134
Tax effect of non-GAAP net income adjustments	(109,647)	(57,734)	(194,254)	(96,060)
Adjusted Net Income - basic	\$ 245,987	\$ 109,494	\$ 496,849	\$ 211,921
Cash interest expense on convertible notes	958	1,247	2,194	2,488
Adjusted Net Income - diluted	\$ 246,945	\$ 110,741	\$ 499,043	\$ 214,409
Weighted-average shares used to compute Adjusted Net Income Per Share:				
Basic	606,692	581,350	604,476	561,501
Diluted	626,669	619,272	627,153	602,002
Adjusted Net Income Per Share:				
Basic	\$ 0.41	\$ 0.19	\$ 0.82	\$ 0.38
Diluted	\$ 0.39	\$ 0.18	\$ 0.80	\$ 0.36

Diluted Adjusted Net Income Per Share is computed by dividing Adjusted Net Income by the weighted-average number of shares of common stock outstanding adjusted for the dilutive effect of all potential shares of common stock. In periods when we reported an Adjusted Net Loss, diluted Adjusted Net Income Per Share is the same as basic Adjusted Net Income Per Share because the effects of potentially dilutive items were anti-dilutive.

The following table presents a reconciliation of the tax effect of non-GAAP net income adjustments to our provision (benefit) for income taxes (in thousands, except effective tax rate):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2023	2022	2023	2022
Provision (benefit) for income taxes, as reported	\$ (3,700)	\$ 1,304	\$ (5,756)	\$ (398)
Tax effect of non-GAAP net income adjustments	109,647	57,734	194,254	96,060
Adjusted provision for income taxes, non-GAAP	\$ 105,947	\$ 59,038	\$ 188,498	\$ 95,662
Non-GAAP effective tax rate	30 %	35 %	27 %	31 %

We determined the adjusted provision for income taxes by calculating the estimated annual effective tax rate based on adjusted pre-tax income and applying it to Adjusted Net Income before income taxes.

Results of Operations

Revenue (in thousands, except for percentages)

	Three Months Ended June 30,				Six Months Ended June 30,			
	2023	2022	\$ Change	% Change	2023	2022	\$ Change	% Change
Transaction-based revenue	\$ 1,637,654	\$ 1,475,707	\$ 161,947	11 %	\$ 3,060,359	\$ 2,708,676	\$ 351,683	13 %
Subscription and services-based revenue	1,461,497	1,094,856	366,641	33 %	2,827,721	2,054,413	773,308	38 %
Hardware revenue	44,922	48,051	(3,129)	NM ⁽ⁱ⁾	82,373	85,377	(3,004)	NM ⁽ⁱ⁾
Bitcoin revenue	2,390,884	1,785,885	604,999	34 %	4,554,635	3,516,678	1,037,957	30 %
Total net revenue	<u>\$ 5,534,957</u>	<u>\$ 4,404,499</u>	<u>\$ 1,130,458</u>	26 %	<u>\$ 10,525,088</u>	<u>\$ 8,365,144</u>	<u>\$ 2,159,944</u>	26 %

⁽ⁱ⁾ Not meaningful ("NM")

Total net revenue for the three and six months ended June 30, 2023 increased by \$1.1 billion, or 26%, and \$2.2 billion, or 26%, compared to the three and six months ended June 30, 2022, respectively. Bitcoin revenue increased by \$605.0 million and \$1.0 billion for the three and six months ended June 30, 2023 compared to the three and six months ended June 30, 2022, respectively. Excluding bitcoin revenue, total net revenue increased by \$525.5 million, or 20%, and \$1.1 billion, or 23%, in the three and six months ended June 30, 2023 compared to the three and six months ended June 30, 2022, respectively.

Transaction-based revenue for the three and six months ended June 30, 2023 increased by \$161.9 million, or 11%, and \$351.7 million, or 13% compared to the three and six months ended June 30, 2022, respectively, while Gross Payment Volume ("GPV" as defined above in *Key Operating Metrics and Non-GAAP Financial Measures*) grew by 12% and 15% in the same periods. The increase in transaction-based revenue was driven by:

- growth in Square GPV from both card-present and card-not-present volumes as a result of growth from in-person and online channels; and
- growth in Cash App Business GPV, primarily driven by peer-to-peer transactions received by business accounts and peer-to-peer payments sent from a credit card.

Subscription and services-based revenue for the three and six months ended June 30, 2023 increased by \$366.6 million, or 33%, and \$773.3 million, or 38% compared to the three and six months ended June 30, 2022, respectively. This increase was driven by:

- an increase in Cash App subscription and services-based revenue primarily due to growth in Cash App's financial service-related products, including Cash App Card usage, Cash App Instant Deposit volumes, as well as interest earned on customer funds; and
- revenue generated from the BNPL platform following the acquisition of Afterpay in the first quarter of 2022, which contributed \$235.4 million and \$459.2 million during the three and six months ended June 30, 2023, respectively. Revenue generated for the three months ended June 30, 2022 was \$208.1 million and \$337.9 million from the date of acquisition through June 30, 2022.

Bitcoin revenue for the three and six months ended June 30, 2023 increased by \$605.0 million, or 34% and \$1.0 billion, or 30%, compared to the three and six months ended June 30, 2022, respectively. As bitcoin revenue is the total sale amount of bitcoin to customers, the amount of bitcoin revenue recognized will fluctuate depending on customer demand as well as changes in the market price of bitcoin. This increase in the three and six months ended June 30, 2023 was driven by an increase in the quantity of bitcoin sold to customers, partially offset by a decrease in the average market price of bitcoin compared to the three and six months ended June 30, 2022, respectively. While bitcoin revenue contributed 43% of total net revenue in the three and six months ended June 30, 2023, gross profit generated from bitcoin transactions was only 2% and 3% of total gross profit in the three and six months ended June 30, 2023, respectively, compared to 3% of total gross profit in the three and six months ended June 30, 2022.

Cost of Revenue (in thousands, except for percentages)

	Three Months Ended June 30,				Six Months Ended June 30,			
	2023	2022	\$ Change	% Change	2023	2022	\$ Change	% Change
Transaction-based costs	\$ 950,523	\$ 875,762	\$ 74,761	9 %	\$ 1,771,310	\$ 1,591,998	\$ 179,312	11 %
Subscription and services-based costs	279,223	213,271	65,952	31 %	543,315	396,128	147,187	37 %
Hardware costs	74,085	83,494	(9,409)	NM ⁽ⁱ⁾	132,870	147,158	(14,288)	NM ⁽ⁱ⁾
Bitcoin costs	2,346,633	1,744,425	602,208	35 %	4,460,008	3,431,884	1,028,124	30 %
Amortization of acquired technology assets	18,392	17,899	493	3 %	36,900	33,368	3,532	11 %
Total cost of revenue	<u>\$ 3,668,856</u>	<u>\$ 2,934,851</u>	<u>\$ 734,005</u>	25 %	<u>\$ 6,944,403</u>	<u>\$ 5,600,536</u>	<u>\$ 1,343,867</u>	24 %

⁽ⁱ⁾ Not meaningful ("NM")

Total cost of revenue for the three and six months ended June 30, 2023 increased by \$734.0 million, or 25%, and \$1.3 billion, or 24%, compared to the three and six months ended June 30, 2022, respectively. Bitcoin costs of revenue increased by \$602.2 million and \$1.0 billion in the three and six months ended June 30, 2023, compared to the three and six months ended June 30, 2022, respectively. Excluding bitcoin costs of revenue, total cost of revenue increased by approximately \$131.8 million, or 11%, and \$315.7 million, or 15%, in the three and six months ended June 30, 2023, compared to the three and six months ended June 30, 2022, respectively.

Transaction-based costs for the three and six months ended June 30, 2023 increased by \$74.8 million, or 9%, and \$179.3 million, or 11%, compared to the three and six months ended June 30, 2022, respectively, while GPV grew by 12% and 15% in the same periods. Transaction-based costs during the three and six months ended June 30, 2023 saw more favorable interchange economics, which offset a higher percentage of card-present and credit card transactions, which are less favorable to our economics on a per transaction basis.

Subscription and services-based costs for the three and six months ended June 30, 2023 increased by \$66.0 million, or 31%, and \$147.2 million, or 37%, compared to the three and six months ended June 30, 2022, respectively. The increase in the three and six months ended June 30, 2023 was driven by:

- growth in Cash App's financial service-related products, including Cash App Card, Cash App Instant Deposit volumes, and related processing costs and fees; and
- BNPL costs of revenue following the acquisition of Afterpay in the first quarter of 2022. The costs of revenues associated with the BNPL platform were \$67.0 million and \$133.2 million for the three and six months ended June 30, 2023, respectively. The costs of revenues associated with the BNPL platform were \$58.5 million for the three months ended June 30, 2022 and \$96.0 million from the date of acquisition through June 30, 2022.

Bitcoin costs for the three and six months ended June 30, 2023 increased by \$602.2 million, or 35%, and \$1.0 billion, or 30%, compared to the three and six months ended June 30, 2022, respectively. Bitcoin costs are comprised of the total amount we pay to purchase bitcoin, which fluctuates in line with bitcoin revenue.

Operating Expenses (in thousands, except for percentages)

	Three Months Ended June 30,				Six Months Ended June 30,			
	2023	2022	\$ Change	% Change	2023	2022	\$ Change	% Change
Product development	\$ 694,672	\$ 524,827	\$ 169,845	32 %	\$ 1,321,609	\$ 983,051	\$ 338,558	34 %
% of total net revenue	13 %	12 %			13 %	12 %		
% of total gross profit	37 %	36 %			37 %	36 %		
Sales and marketing	\$ 537,607	\$ 530,827	\$ 6,780	NM ⁽ⁱ⁾	\$ 1,033,618	\$ 1,032,389	\$ 1,229	NM ⁽ⁱ⁾
% of total net revenue	10 %	12 %			10 %	12 %		
% of total gross profit	29 %	36 %			29 %	37 %		
General and administrative	\$ 549,293	\$ 395,720	\$ 153,573	39 %	\$ 982,118	\$ 839,869	\$ 142,249	17 %
% of total net revenue	10 %	9 %			9 %	10 %		
% of total gross profit	29 %	27 %			27 %	30 %		
Transaction, loan, and consumer receivable losses	\$ 179,771	\$ 156,697	\$ 23,074	15 %	\$ 307,667	\$ 247,847	\$ 59,820	24 %
% of total net revenue	3 %	4 %			3 %	3 %		
% of total gross profit	10 %	11 %			9 %	9 %		
Bitcoin impairment losses	\$ —	\$ 35,961	\$ (35,961)	(100)%	\$ —	\$ 35,961	\$ (35,961)	(100)%
% of total net revenue	— %	1 %			— %	— %		
% of total gross profit	— %	2 %			— %	1 %		
Amortization of customer and other acquired intangible assets	\$ 36,865	\$ 39,389	\$ (2,524)	(6)%	\$ 73,952	\$ 66,053	\$ 7,899	12 %
% of total net revenue	1 %	1 %			1 %	1 %		
% of total gross profit	2 %	3 %			2 %	2 %		
Total operating expenses	\$ 1,998,208	\$ 1,683,421	\$ 314,787	19 %	\$ 3,718,964	\$ 3,205,170	\$ 513,794	16 %

⁽ⁱ⁾ Not meaningful ("NM")

Product development expenses for the three and six months ended June 30, 2023 increased by \$169.8 million, or 32%, and \$338.6 million, or 34%, compared to the three and six months ended June 30, 2022, respectively, primarily due to the following:

- an increase of \$117.7 million and \$246.2 million in personnel costs for the three and six months ended June 30, 2023, respectively, related to an increase in headcount among our engineering teams, as we continue to improve and diversify our products. This increase in product development personnel costs also includes an increase in share-based compensation expense of \$44.3 million and \$97.1 million for the three and six months ended June 30, 2023, respectively; and
- an increase of \$23.6 million and \$47.0 million in software and cloud computing infrastructure fees, consulting fees, and certain operating costs for Cash App crypto networks for the three and six months ended June 30, 2023, respectively, as a result of increased capacity needs and expansion of our cloud-based services.

Sales and marketing expenses for the three and six months ended June 30, 2023 had no significant change, compared to the three and six months ended June 30, 2022, primarily due to offsetting costs, including:

- a decrease of \$50.1 million and \$115.1 million in advertising costs for the three and six months ended June 30, 2023, respectively, primarily from decreased online and television campaigns as we focused on expense discipline; partially offset by
- an increase of \$22.3 million and \$50.2 million in sales and marketing personnel costs for the three and six months ended June 30, 2023, respectively, to enable growth initiatives. The increase in personnel related costs includes an increase in share-based compensation expense of \$7.7 million and \$15.8 million for the three and six months ended June 30, 2023, respectively; and
- an increase in Cash App peer-to-peer processing costs, related transaction losses, and card issuance costs of \$31.2 million and \$81.8 million for the three and six months ended June 30, 2023, respectively. Cash App marketing costs decreased by \$12.8 million and \$3.0 million for the three and six months ended June 30, 2023, respectively.

General and administrative expenses for the three and six months ended June 30, 2023 increased by \$153.6 million, or 39%, and \$142.2 million, or 17%, compared to the three and six months ended June 30, 2022, respectively, primarily due to the following:

- an increase of \$119.8 million and \$149.0 million in general and administrative personnel costs for the three and six months ended June 30, 2023, respectively, mainly as a result of additions to our customer support and compliance personnel as we continue to add resources and skills to support our long-term growth. The increase in general and administrative personnel costs includes an increase in share-based compensation expense of \$10.7 million for the three months ended June 30, 2023 and a decrease of \$46.1 million for the six months ended June 30, 2023. The decrease in share-based compensation expense for the six months ended June 30, 2023 is due partially to a one-time charge related to the acceleration of various stock compensation arrangements in connection with the Afterpay acquisition compared to the six months ended June 30, 2022; and
- an increase in third-party legal and other professional fees and other administrative expenses.

Transaction, loan, and consumer receivable losses for the three and six months ended June 30, 2023 increased by \$23.1 million, or 15%, and \$59.8 million, or 24%, compared to the three and six months ended June 30, 2022, respectively, primarily due to the following:

- an increase in loan losses for the three and six months ended June 30, 2023 of \$21.3 million and \$43.0 million compared to the three and six months ended June 30, 2022, respectively, which was due to increased loan volumes; and
- an increase in transaction losses for the three and six months ended June 30, 2023 of \$1.8 million and \$16.8 million compared to the three and six months ended June 30, 2022, respectively, which was primarily due to growth in Cash App Card in the three and six months ended June 30, 2023.

Amortization of customer and other acquired intangible assets for three and six months ended June 30, 2023 decreased \$2.5 million, or 6%, and increased \$7.9 million, or 12%, compared to the three and six months ended June 30, 2022, respectively, primarily as a result of the timing of the acquisition of Afterpay in the first quarter of fiscal year 2022 and the related intangible assets and measurement period adjustments. Refer to Note 9, *Acquired Intangible Assets* within Notes to the Condensed Consolidated Financial Statements for more details.

Interest Expense (Income), Net, and Other Expense (Income), Net (in thousands, except for percentages)

	Three Months Ended June 30,				Six Months Ended June 30,			
	2023	2022	\$ Change	% Change	2023	2022	\$ Change	% Change
Interest expense (income), net	\$ (3,944)	\$ 12,966	\$ (16,910)	(130)%	\$ (7,105)	\$ 28,714	\$ (35,819)	(125)%
Other expense (income), net	\$ 1,379	\$ (18,766)	\$ 20,145	107%	\$ 19,750	\$ (52,238)	\$ 71,988	138%

Interest income, net, of \$3.9 million and \$7.1 million during the three and six months ended June 30, 2023, respectively, was primarily due to an increase in interest income received as a result of higher interest rates on our investments, which more than offset interest expense in the periods. Interest expense, net of \$13.0 million and \$28.7 million for the three and six months ended June 30, 2022, respectively, was primarily due to our 2026 Senior Notes and 2031 Senior Notes, partially offset by interest income received on our investments.

Other expense, net, of \$1.4 million and \$19.8 million during the three and six months ended June 30, 2023, respectively, was primarily due to unrealized losses on certain marketable and non-marketable investments. Other income, net, of \$18.8 million and \$52.2 million for the three and six months ended June 30, 2022, respectively, was primarily due to recording an unrealized gain of \$59.8 million during the first quarter of 2022, arising from the revaluation of a non-marketable investment. Other expense (income), net also includes foreign exchange losses and amortization of investments in marketable debt securities.

Segment Results

The Company has two reportable segments, Square and Cash App. The results of Afterpay have been equally allocated to the Square and Cash App segments as management has determined the BNPL platform contributes equally to both the Square and Cash App platforms. Refer to Note 19, *Segment and Geographical Information* within Notes to the Condensed Consolidated Financial Statements for more details.

Square Results

The following table provides a summary of the revenue and gross profit for our Square segment for the three and six months ended June 30, 2023 and June 30, 2022 (in thousands):

	Three Months Ended June 30,				Six Months Ended June 30,			
	2023	2022	\$ Change	% Change	2023	2022	\$ Change	% Change
Net revenue	\$ 1,929,431	\$ 1,725,525	\$ 203,906	12%	\$ 3,596,665	\$ 3,169,229	\$ 427,436	13%
Cost of revenue	1,041,158	970,086	71,072	7%	1,938,111	1,752,569	185,542	11%
Gross profit	\$ 888,273	\$ 755,439	\$ 132,834	18%	\$ 1,658,554	\$ 1,416,660	\$ 241,894	17%

Revenue

Revenue for the Square segment for the three and six months ended June 30, 2023 increased by \$203.9 million, or 12%, and \$427.4 million, or 13%, compared to the three and six months ended June 30, 2022, respectively. The increase was primarily due to growth in Square GPV from both card-present volumes and growth in higher-priced card-not-present transactions and revenue generated from the BNPL platform following the acquisition of Afterpay.

Cost of Revenue

Cost of revenue for the Square segment for the three and six months ended June 30, 2023 increased by \$71.1 million, or 7%, and \$185.5 million, or 11%, compared to the three and six months ended June 30, 2022, respectively. Transaction-based costs during the three and six months ended June 30, 2023 were affected by more favorable interchange economics, which offset a higher percentage of card-present and credit card transactions, which are less favorable to our economics on a per transaction basis.

Cash App Results

The following table provides a summary of the revenue and gross profit for our Cash App segment for the three and six months ended June 30, 2023 and June 30, 2022 (in thousands):

	Three Months Ended June 30,				Six Months Ended June 30,			
	2023	2022	\$ Change	% Change	2023	2022	\$ Change	% Change
Net revenue	\$ 3,555,447	\$ 2,622,133	\$ 933,314	36 %	\$ 6,827,752	\$ 5,084,476	\$ 1,743,276	34 %
Cost of revenue	2,587,402	1,917,240	670,162	35 %	4,928,467	3,755,924	1,172,543	31 %
Gross profit	\$ 968,045	\$ 704,893	\$ 263,152	37 %	\$ 1,899,285	\$ 1,328,552	\$ 570,733	43 %

Revenue

Revenue for the Cash App segment for the three and six months ended June 30, 2023 increased by \$933.3 million, or 36%, and \$1.7 billion, or 34%, compared to the three and six months ended June 30, 2022, respectively. The increase was due to growth in bitcoin revenue, Cash App's financial service-related products, including Cash App Card and Cash App Instant Deposit volumes, as well as interest earned on customer funds. Bitcoin revenue has and will fluctuate depending on customer demand, as well as changes in the market price of bitcoin. The increase in bitcoin revenue in the three and six months ended June 30, 2023 was driven by an increase in the quantity of bitcoin sold to customers, partially offset by a decrease in the average market price of bitcoin during the three and six months ended June 30, 2023 compared to three and six months ended June 30, 2022. While bitcoin contributed 43% of the total net revenue for the three and six months ended June 30, 2023, gross profit generated from bitcoin was 2% and 3% of the total gross profit in those same periods.

Excluding \$2.4 billion and \$4.6 billion in bitcoin revenue for the three and six months ended June 30, 2023, respectively, Cash App revenue increased by \$328.3 million, or 39%, and \$705.3 million, or 45%, in the three and six months ended June 30, 2023, compared to the three and six months ended June 30, 2022, respectively.

Cost of Revenue

Cost of revenue for the Cash App segment for the three and six months ended June 30, 2023 increased by \$670.2 million, or 35%, and \$1.2 billion, or 31%, compared to the three and six months ended June 30, 2022, respectively. The increase was due to the items referenced within the revenue discussion. Excluding \$2.3 billion and \$4.5 billion in bitcoin cost of revenue in the three and six months ended June 30, 2023, respectively, Cash App cost of revenue increased by approximately \$68.0 million, or 39%, and \$144.4 million, or 45%, in the three and six months ended June 30, 2023, compared to the three and six months ended June 30, 2022, respectively.

Liquidity and Capital Resources

Liquidity Sources

As of June 30, 2023, we had approximately \$7.5 billion in available funds, including an undrawn amount of \$775.0 million available under our revolving credit facility. Additionally, we had \$0.9 billion available under our warehouse funding facilities. Refer to Note 13, *Indebtedness* within Notes to the Condensed Consolidated Financial Statements for more details. We intend to continue focusing on our long-term business initiatives and believe that our available funds are sufficient to meet our liquidity needs for the foreseeable future. As of June 30, 2023, we were in compliance with all covenants associated with our revolving credit facility and senior notes. None of our warehouse funding facilities contain financial covenants.

The following table summarizes our cash, cash equivalents, restricted cash, customer funds, and investments in marketable debt securities (in thousands):

	June 30, 2023	December 31, 2022
Cash and cash equivalents	\$ 4,745,884	\$ 4,544,202
Short-term restricted cash ⁽ⁱ⁾	536,733	639,780
Long-term restricted cash	73,196	71,600
Customer funds cash and cash equivalents	3,352,656	3,180,324
Cash, cash equivalents, restricted cash, and customer funds	8,708,469	8,435,906
Investments in short-term debt securities	1,121,830	1,081,851
Investments in long-term debt securities	297,230	573,429
Cash, cash equivalents, restricted cash, customer funds, and investments in marketable debt securities	<u>\$ 10,127,529</u>	<u>\$ 10,091,186</u>

⁽ⁱ⁾ As of June 30, 2023, the Company has invested \$209.4 million of restricted cash into a money market fund. See Note 5, *Fair Value Measurements*.

Our principal sources of liquidity are our cash and cash equivalents, and investments in marketable debt securities. As of June 30, 2023, we had \$10.1 billion of cash and cash equivalents, restricted cash, customer funds cash and cash equivalents, and investments in marketable debt securities. Customer funds cash and cash equivalents are funds we are holding on behalf of customers that are separate from the Company's corporate funds and are not available for corporate purposes. Investments in marketable debt securities were held primarily in cash deposits, money market funds, reverse repurchase agreements, U.S. government and agency securities, commercial paper, and corporate bonds. We consider all highly liquid investments with an original maturity of three months or less when purchased to be cash equivalents. Our investments in marketable debt securities are classified as available-for-sale. Excluding customer funds and undrawn amounts under our revolving credit facility, our total liquidity as of June 30, 2023 was \$6.8 billion.

As of June 30, 2023, the Company has purchased a cumulative \$220.0 million in bitcoin for investment purposes. We believe cryptocurrency is an instrument of economic empowerment that aligns with our corporate purpose. We expect to hold these investments for the long term but will continue to reassess our investment in bitcoin relative to our balance sheet. As bitcoin is considered an indefinite-lived intangible asset, under the accounting policy for such assets, we are required to recognize any decreases in market prices below carrying value as an impairment charge, with any mark up in value or reversal of impairment prohibited if the market price of bitcoin subsequently increases. We recorded no impairment charges in the three and six months ended June 30, 2023. As of June 30, 2023, the cumulative impairment charges to date were \$117.7 million and the fair value of our investment in bitcoin was \$244.6 million based on observable market prices, which was \$142.1 million in excess of the Company's carrying value of \$102.5 million after impairment charges.

Our principal commitments consist of convertible notes, senior notes, revolving credit facility, warehouse funding facilities, operating leases, capital leases, and purchase commitments.

Senior Notes and Convertible Notes

As of June 30, 2023, we held over \$4.2 billion in aggregate principal amount of debt, comprised of \$1.0 billion in aggregate amount of convertible senior notes that mature on March 1, 2025 ("2025 Convertible Notes"), \$575.0 million in aggregate amount of convertible senior notes that mature on May 1, 2026 ("2026 Convertible Notes"), and \$575.0 million in aggregate amount of convertible senior notes that mature on November 1, 2027 ("2027 Convertible Notes," collectively referred to as the "Convertible Notes"). Additionally, on May 20, 2021, we issued \$1.0 billion in aggregate principal amount of outstanding senior unsecured notes that mature on June 1, 2026 ("2026 Senior Notes") and \$1.0 billion in aggregate principal amount of outstanding senior unsecured notes that mature on June 1, 2031 ("2031 Senior Notes" and, together with the 2026 Senior Notes, the "Senior Notes" and, together with the Convertible Notes, the "Notes"). Refer to Note 13, *Indebtedness* within Notes to the Condensed Consolidated Financial Statements for further details.

On May 15, 2023, we paid \$461.8 million in cash to settle the outstanding principal balance and interest on the 2023 Convertible Notes upon maturity.

Revolving Credit Facility

We have entered into a revolving credit agreement with certain lenders, as subsequently amended, which provides a \$775.0 million senior unsecured revolving credit facility (the "2020 Credit Facility") maturing in June 2028. Refer to Note 13, *Indebtedness* within Notes to the Condensed Consolidated Financial Statements for further details.

Warehouse Funding Facilities

Following the acquisition of Afterpay, we assumed Afterpay's existing warehouse funding facilities ("Warehouse Facilities") with an aggregate commitment amount of \$1.7 billion on a revolving basis, of which \$820.2 million was drawn and \$895.3 million remained available as of June 30, 2023. The Warehouse Facilities have been arranged utilizing wholly-owned and consolidated entities (collectively, the "Warehouse Special Purpose Entities (SPEs)") formed for the sole purpose of financing the origination of consumer receivables to partly fund our BNPL platform. Borrowings under the Warehouse Facilities are secured against the respective consumer receivables. While the Warehouse SPEs are included in our condensed consolidated financial statements, they are separate legal entities that maintain legal ownership of the receivables they hold. The assets of the Warehouse SPEs are not available to satisfy our claims or those of our creditors.

Cash, Restricted Cash, and Working Capital

We believe that our existing cash and cash equivalents, investment in marketable debt securities, and availability under our line of credit will be sufficient to meet our working capital needs, including any expenditures related to strategic transactions and investment commitments that we may from time to time enter into, and planned capital expenditures for at least the next 12 months. From time to time, we have raised capital by issuing equity, equity-linked, or debt securities such as our convertible notes and senior notes; and we may do so in the future, however, such funding may not be available on terms acceptable to us or at all.

When we were last rated, in the second half of 2022, we received a non-investment grade rating by S&P Global Ratings (BB), Fitch Ratings, Inc. (BB), and Moody's Corporation (Ba2). We expect that these credit rating agencies will continue to monitor our performance, including our capital structure and results of operations. Our liquidity, access to capital, and borrowing costs could be adversely impacted by declines in our credit rating.

Short-term restricted cash of \$536.7 million as of June 30, 2023 primarily includes cash held by the Warehouse SPEs used in the Warehouse Facilities funding arrangements that will be used to pay the borrowings under the Warehouse Facilities or will be distributed to us. It also includes pledged cash deposits in accounts at the financial institutions that process our sellers' payment transactions and collateral pursuant to various agreements with banks relating to our products. We use restricted cash to secure letters of credit with the related financial institutions to provide collateral for cash flow timing differences in the processing of payments. We have recorded these amounts as current assets on our condensed consolidated balance sheet given the short-term nature of these cash flow timing differences and that there is no minimum time frame during which the cash must remain restricted.

Long-term restricted cash of \$73.2 million as of June 30, 2023 is primarily related to cash held as collateral as required by the FDIC for Square Financial Services. We have recorded these amounts as non-current assets on our condensed consolidated balance sheet as the requirement by the FDIC specifies a time frame of 12 months or longer during which the cash must remain restricted.

We experience significant day-to-day fluctuations in our cash and cash equivalents due to fluctuations in settlements receivable and customers payable, and hence working capital. These fluctuations are primarily due to:

- *Timing of period end.* For periods that end on a weekend or a bank holiday, our cash and cash equivalents, settlements receivable, and customers payable balances typically will be higher than for periods ending on a weekday, as we settle to our sellers for payment processing activity on business days; and
- *Fluctuations in daily GPV.* When daily GPV increases, our cash and cash equivalents, settlements receivable, and customers payable amounts increase. Typically our settlements receivable and customers payable balances at period end represent one to four days of receivables and disbursements to be made in the subsequent period. Customers payable, excluding amounts attributable to Cash App stored funds, and settlements receivable balances typically move in tandem, as pay-out and pay-in largely occur on the same business day. However, customers payable balances will be greater in amount than settlements receivable balances due to the fact that a subset of funds are held due to unlinked bank accounts, risk holds, and chargebacks. Customer funds obligations, which are included in customers payable, may also cause customers payable to trend differently than settlements receivable. Holidays and day-of-week may also cause significant volatility in daily GPV amounts.

Safeguarding Obligation Liability and Safeguarding Asset Related to Bitcoin Held for Other Parties

As detailed in Note 12, *Bitcoin Held for Other Parties* within Notes to the Condensed Consolidated Financial Statements, we recorded a safeguarding obligation liability and a corresponding safeguarding asset related to the bitcoin held for other parties. As of June 30, 2023, the safeguarding obligation liability related to bitcoin held for other parties was \$763.5 million. We have taken steps to mitigate the potential risk of loss for the bitcoin held for other parties, including holding insurance coverage specifically for certain bitcoin incidents and using secure cold storage to store materially all of the bitcoin held for other parties. Staff Accounting Bulletin No. 121 ("SAB 121") also asks us to consider the legal ownership of the bitcoin held for other parties, including whether the bitcoin held for other parties would be available to satisfy general creditor claims in the event of Block's bankruptcy. The legal rights of people with respect to crypto-assets held on their behalf by a custodian, such as us, upon the custodian's bankruptcy have not yet been settled by courts and are highly fact dependent. Our contractual arrangements state that our customers and trading partners retain legal ownership of the bitcoin custodied by us on their behalf; they have the right to sell, pledge, or transfer the bitcoin; and they also benefit from the rewards and bear the risks associated with the ownership, including as a result of any bitcoin price fluctuations. We do not use any of the bitcoin held for other parties as collateral for our loans or any other financing arrangements, nor do we lend or pledge bitcoin held for others to any third parties. We have been monitoring and will continue to actively monitor legal and regulatory developments and may consider further steps, as appropriate, to support this contractual position so that in the event of Block's bankruptcy, the bitcoin custodied by us should not be deemed to be part of Block's bankruptcy estate. We do not expect potential future cash flows associated with the bitcoin safeguarding obligation liability.

Cash Flow Activities

The following table summarizes our cash flow activities (in thousands):

	Six Months Ended June 30,	
	2023	2022
Net cash provided by operating activities	\$ 407,719	\$ 114,797
Net cash provided by investing activities	578,899	1,340,283
Net cash used in financing activities	(721,010)	(1,240,199)
Effect of foreign exchange rate on cash and cash equivalents	6,955	(35,442)
Net increase in cash, cash equivalents, restricted cash, and customer funds	\$ 272,563	\$ 179,439

Cash Flows from Operating Activities

For the six months ended June 30, 2023, cash provided by operating activities was \$407.7 million. Net loss of \$145.2 million was adjusted for the add back of net non-cash expenses of \$1.0 billion, consisting primarily of share-based compensation; transaction, loan, and consumer receivable losses; depreciation and amortization; non-cash lease expense; change in deferred taxes; and losses on revaluation of equity investments, all of which contributed positively to operating activities. This was offset by the amortization of discounts and other non-cash adjustments on consumer receivables of \$221.7 million, net outflows from loan products of \$179.9 million, as well as changes in other assets and liabilities of \$290.3 million, primarily due to the timing of period end.

For the six months ended June 30, 2022, cash provided by operating activities was \$114.8 million. Net loss of \$416.6 million was adjusted for the add back of non-cash expenses of \$740.5 million, consisting primarily of share-based compensation; transaction, loan, and consumer receivable losses; depreciation and amortization; bitcoin impairment losses; and non-cash lease expenses, which all contributed positively to operating activities, partially offset by gains on revaluation of equity investments. Additionally, there was a net inflow from the repayment and forgiveness of Paycheck Protection Program (“PPP”) loans, and a net outflow related to changes in other assets and liabilities of \$238.4 million due to timing of period end.

Cash Flows from Investing Activities

Cash flows provided by investing activities primarily relate to business acquisitions, consumer receivables, capital expenditures to support our growth, and investments in marketable debt securities.

For the six months ended June 30, 2023, cash provided by investing activities was \$578.9 million, primarily due to net proceeds from the sales and maturities of marketable securities including investments from customer funds of \$681.4 million and a net inflow related to consumer receivables of \$387.4 million. These were partially offset by the purchases of marketable debt securities, property and equipment, and other investments of \$423.8 million, \$61.8 million, and \$4.4 million, respectively.

For the six months ended June 30, 2022, cash provided by investing activities was \$1.3 billion, primarily due to the net proceeds from the sales and maturities of marketable securities including investments from customer funds of \$1.2 billion, the net cash acquired through acquisitions during the period including Afterpay of \$539.5 million, and a net inflow related to consumer receivables of \$144.4 million. These were partially offset by the purchase of marketable debt securities, property and equipment and other investments of \$383.4 million, \$85.4 million, and \$39.4 million, respectively.

Cash Flows from Financing Activities

For the six months ended June 30, 2023, cash used in financing activities was \$721.0 million primarily as a result of net repayments from Warehouse Facilities borrowings of \$505.0 million and the cash payment to settle the 2023 Convertible Notes in May 2023 of \$461.8 million. These were partially offset by a change in customer funds of \$172.3 million, as well as proceeds from issuances of common stock from the exercise of options and purchases under our employee share purchase plan of \$66.0 million, and a net increase in interest-bearing deposits of \$28.6 million.

For the six months ended June 30, 2022, cash used in financing activities was \$1.2 billion primarily as a result of the payment to redeem convertible notes assumed upon the acquisition of Afterpay of \$1.1 billion, repayments of the Paycheck Protection Program Liquidity Facility advances of \$429.1 million, partially offset by net proceeds from Warehouse Facilities borrowings of \$93.7 million, a change in customer funds of \$74.4 million, a net increase in non-interest bearing deposits related to Square Financial Services of \$53.8 million, as well as proceeds from issuances of common stock from the exercise of options and purchases under our employee share purchase plan of \$43.1 million.

Critical Accounting Policies and Estimates

Our discussion and analysis of our financial condition and results of operations are based upon our financial statements, which have been prepared in accordance with GAAP. GAAP requires us to make certain estimates and judgments that affect the amounts reported in our financial statements. We base our estimates on historical experience, anticipated future trends, and other assumptions we believe to be reasonable under the circumstances. Because these accounting policies require significant judgment, our actual results may differ materially from our estimates.

There were no significant changes in our critical accounting estimates during the fiscal quarter ended June 30, 2023 compared to those previously disclosed in “Critical Accounting Policies and Estimates” in “Management’s Discussion and Analysis of Financial Condition and Results of Operations” included in the 2022 Annual Report on Form 10-K.

Recent Accounting Pronouncements

See “Recent Accounting Pronouncements” described in Note 1, *Description of Business and Summary of Significant Accounting Policies* within Notes to the Condensed Consolidated Financial Statements.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

There have been no material changes in market risk from the information presented in Part II, Item 7A. “Quantitative and Qualitative Disclosures About Market Risk” in the 2022 Annual Report on Form 10-K.

Item 4. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

Our management, with the participation of our principal executive officer and our principal financial officer, has evaluated the effectiveness of our disclosure controls and procedures as of the end of the period covered by this Quarterly Report on Form 10-Q (the “Evaluation Date”). The term “disclosure controls and procedures,” as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), means controls and other procedures of a company that are designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the SEC’s rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is accumulated and communicated to the company’s management, including its principal executive and principal financial officers, or persons performing similar functions, as appropriate to allow timely decisions regarding required disclosure. Management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving their objectives and management necessarily applies its judgment in evaluating the cost-benefit relationship of possible controls and procedures. Based on such evaluation, our principal executive officer and principal financial officer have concluded that, as of the Evaluation Date, our disclosure controls and procedures were effective at the reasonable assurance level.

Changes in Internal Control over Financial Reporting

There was no change in our internal control over financial reporting identified in connection with the evaluation required by Rules 13a-15(d) and 15d-15(d) of the Exchange Act that occurred during the period covered by this Quarterly Report on Form 10-Q that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

Part II—Other Information

Item 1. Legal Proceedings

We are currently a party to, and may in the future be involved in, various litigation matters (including intellectual property litigation), legal claims, and government investigations. For information regarding legal proceedings in which we are involved, see “Litigation and Regulatory Matters” in Note 18, *Commitments and Contingencies* within Notes to the Condensed Consolidated Financial Statements, which is incorporated herein by reference.

In addition, from time to time, we are involved in various other legal matters, investigations, inquiries, claims, and disputes, including with regulatory bodies and governmental agencies. We cannot at this time fairly estimate a reasonable range of exposure, if any, of the potential liability with respect to these other matters. While we do not believe, at this time, that any ultimate liability resulting from any of these other matters will have a material adverse effect on our results of operations, financial position, or liquidity, we cannot give any assurance regarding the ultimate outcome of any of these other matters, and their resolution could be material to our operating results for any particular period.

Item 1A. Risk Factors

Investing in our securities involves a high degree of risk. You should carefully consider the risks and uncertainties described below, together with all of the other information in this Quarterly Report on Form 10-Q, including the section titled Management's Discussion and Analysis of Financial Condition and Results of Operations and our consolidated financial statements and related notes, before making any investment decision with respect to our securities. The risks and uncertainties described below may not be the only ones we face. If any of the risks actually occur, our business could be materially and adversely affected. In that event, the market price of our Class A common stock could decline, and you could lose part or all of your investment.

The following description of risk factors includes any material changes to, and supersedes the description of, risk factors associated with the Company's business previously disclosed in Part I, Item 1A of our Annual Report on Form 10-K for the fiscal year ended December 31, 2022 under the heading "Risk Factors."

Risk Factors Summary

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

Risks related to our business and our industry:

- our ability to retain existing sellers and customers, attract new sellers and customers, and increase sales to both new and existing sellers and customers;
- our investments in our business and ability to maintain profitability;
- our ability to maintain, protect, and enhance our brands;
- our efforts to expand our product portfolio and market reach;
- our ability to develop products and services to address the rapidly evolving market for payments and financial services;
- competition in our markets and industry;
- risks related to disruptions in or negative perceptions of the cryptocurrency market;
- any acquisitions, strategic investments, new businesses, joint ventures, divestitures, and other transactions that we may undertake;
- the ongoing integration of Afterpay with our business;
- risks related to our majority interest in TIDAL;
- operating or expanding our business globally;
- risks related to our BNPL platform;
- risks related to the banking ecosystem, including through our bank partnerships, and FDIC and other regulatory obligations;
- additional risks of Square Loans related to the availability of capital, seller payments, interest rate, deposit insurance premiums, and general macroeconomic conditions; and
- our participation in government relief programs set up in response to the COVID-19 pandemic.

Operational risks:

- real or perceived improper or unauthorized use of, disclosure of, or access to sensitive data;
- real or perceived security breaches or incidents or human error in administering our software, hardware, and systems;
- systems failures, interruptions, delays in service, catastrophic events, and resulting interruptions in the availability of our products or services or those of our sellers;
- any failure to safeguard the bitcoin we hold on behalf of ourselves and other parties;
- our risk management efforts;
- our dependence on payment card networks and acquiring processors;
- our reliance on third parties and their systems for a variety of services, including the processing of transaction data and settlement of funds;
- our dependence on key management and any failure to attract, motivate, and retain our employees;
- our operational, financial, and other internal controls and systems;
- any shortage, price increases, tariffs, changes, delay or discontinuation of our key components;
- our ability to accurately forecast demand for our products and adequately manage our product inventory;
- the integration of our services with a variety of operating systems and the interoperation of our hardware that enables merchants to accept payment cards with third-party mobile devices utilizing such operating systems; and
- difficulties estimating the amount payable under TIDAL's license agreements.

Economic, financial, and tax risks:

- a deterioration of general macroeconomic conditions;
- any inability to secure financing on favorable terms, or at all, or comply with covenants in our existing credit agreement, the indentures, or future agreements;
- our ability to service our debt, including our convertible notes and our senior notes;
- counterparty risk with respect to our convertible note hedge transactions;
- our bitcoin investments being subject to volatile market prices, impairment, and other risks of loss;
- foreign exchange rates risks; and
- any greater-than-anticipated tax liabilities or significant valuation allowances on our deferred tax assets.

Legal, regulatory, and compliance risks:

- extensive regulation and oversight in a variety of areas of our business;
- complex and evolving regulations and oversight related to privacy, data protection, and information security;
- litigation, including intellectual property claims, government investigations or inquiries, and regulatory matters or disputes;
- obligations and restrictions as a licensed money transmitter;
- regulatory scrutiny or changes in the BNPL space;
- regulation and scrutiny of our subsidiary Cash App Investing, which is a broker-dealer registered with the SEC and a member of FINRA, including net capital and other regulatory capital requirements;
- changes to our business practices imposed by FINRA based on our ownership of Cash App Investing;
- regulation and scrutiny of our subsidiary Square Financial Services, which is a Utah state-chartered industrial bank, including the requirement that we serve as a source of financial strength to it;
- supervision and regulation of Square Financial Services, including the Dodd-Frank Act and its related regulations;
- any inability to protect our intellectual property rights;
- assertions by third parties of infringement of intellectual property rights by us; and
- increased scrutiny from investors, regulators, and other stakeholders relating to environmental, social, and governance issues.

Risks related to ownership of our common stock:

- the dual class structure of our common stock;
- volatility of the market price of our Class A common stock;
- the dual-listing of our Class A common stock on the NYSE and our CHESS Depository Interests ("CDIs") on the Australian Securities Exchange ("ASX");
- our convertible note hedge and warrant transactions;
- anti-takeover provisions contained in our amended and restated certificate of incorporation, our amended and restated bylaws, and provisions of Delaware law; and
- exclusive forum provisions in our bylaws.

Risks Related to Our Business and Our Industry

Our growth rate has slowed at times and may slow or decline in the future, and our growth rates in each of our reporting segments may vary. Future revenue growth depends on our ability to retain existing sellers and customers, attract new sellers and customers, and increase sales to both new and existing sellers and customers.

Our rate of revenue growth has slowed at times and may decline in the future, and it may slow or decline more quickly than we expect for a variety of reasons, including the risks described in this Quarterly Report on Form 10-Q. Additionally, our rate of revenue growth may vary between our reporting segments. For example, in recent periods our Cash App segment revenue has grown at a high rate, which has varied and may continue to vary from the growth rate of our Square segment. Our sellers and customers have no obligation to continue to use our services, and we cannot assure you that they will. We generally do not have long-term contracts with our sellers and customers, and the difficulty and costs associated with switching to a competitor may not be significant for many of the services we offer. Our sellers' activity with us may decrease for a variety of reasons, including sellers' level of satisfaction with our products and services, our pricing and the pricing and quality of competing products or services, the effects of economic conditions, or reductions in the aggregate spending of our sellers' customers. Growth in transacting actives on Cash App and customers' level of engagement with our products and services on Cash App are essential to our success and long-term financial performance. However, the growth rate of transacting actives has fluctuated over time, and it may slow or decline in the future. A number of factors have affected and could potentially negatively affect Cash App customer growth and engagement, including our ability to introduce new products and services that are compelling to our customers, changes to our systems, processes or other technical or operational requirements that impact how customers use or access our products and services, the impact on our network of other customers choosing whether to use Cash App, our decision to expand into or exit certain markets, technical or other problems that affect customer experience, failure to provide sufficient customer support, fraud and scams targeting Cash App customers, and harm to our reputation and brand. Further, certain events or programs, such as government stimulus programs may correlate with periods of significant growth, but such growth may not be sustainable. Additionally, the growth rate of Cash App revenue may be distorted by the prices of bitcoin, as bitcoin revenue may increase or decrease due to changes in the price of, and demand for, bitcoin and may not correlate to customer or engagement growth rates.

The growth of our business depends in part on our existing sellers and customers expanding their use of our products and services. If we are unable to encourage broader use of our products and services within each of our ecosystems by our existing sellers and customers, our growth may slow or stop, and our business may be materially and adversely affected. The growth of our business also depends on our ability to attract new sellers and customers, to encourage sellers and customers to use our products and services, and to introduce successful new products and services. We have invested and will continue to invest in our business in order to offer better or new features, products, and services and to adjust our product offerings to changing economic conditions, but if those features, products, services, and changes fail to be successful on the expected timeline or at all, our growth may slow or decline.

We have generated significant net losses in the past, and we intend to continue to invest in our business. Thus, we may not be able to maintain profitability.

During the six months ended June 30, 2023 and June 30, 2022, we generated a net loss of \$145.2 million and net loss of \$416.6 million, respectively. As of June 30, 2023, we had an accumulated deficit of \$537.4 million.

We intend to continue to make investments in our business, including with respect to our employee base; sales and marketing; development of new products, services, and features; acquisitions; infrastructure; expansion of international operations; and general administration, including legal, finance, and other compliance expenses related to our business. If the costs associated with acquiring and supporting new or larger sellers, attracting and supporting new Cash App customers, or with developing and supporting our products and services materially increase in the future, including the fees we pay to third parties to advertise our products and services, our expenses may rise significantly. In addition, increases in our seller base could cause us to incur increased losses because costs associated with new sellers are generally incurred up front, while revenue is recognized in future periods as our products and services are used by our sellers. Moreover, businesses we acquire may have different profitability than our existing business, which may affect our overall profitability, particularly until we are able to realize expected synergies. For example, prior to its acquisition, Afterpay historically generated net losses. If we are unable to generate adequate revenue growth and manage our expenses, we may incur significant losses and may not maintain profitability on a consistent basis.

From time to time, we have made and may make decisions that will have a negative effect on our short-term operating results if we believe those decisions will improve our operating results over the long term. These decisions may not be consistent with the expectations of investors and may not produce the long-term benefits that we expect, in which case our business may be materially and adversely affected.

Our business depends on our ability to maintain, protect, and enhance our brands.

Having a strong and trusted brand has contributed significantly to the success of our business. We believe that maintaining, promoting, and enhancing the Square brand, the Cash App brand, the TIDAL brand, and our other brands, in a cost-effective manner is critical to achieving widespread acceptance of our products and services and expanding our base of customers. Maintaining and promoting our brands will depend largely on our ability to continue to provide useful, reliable, secure, and innovative products and services, as well as our ability to maintain trust and be a technology leader. We may introduce, or make changes to, features, products, services, privacy practices, or terms of service that customers do not like, which may materially and adversely affect our brands. Our brand promotion activities may not generate customer awareness or increase revenue, and even if they do, any increase in revenue may not offset the expenses we incur in building our brands. If we fail to successfully promote and maintain our brands or if we incur excessive expenses in this effort, our business could be materially and adversely affected.

The introduction and promotion of new products and services, as well as the promotion of existing products and services, may be partly dependent on our visibility on third-party advertising platforms, such as Google, Facebook, or Twitter. Changes in the way these platforms operate or changes in their advertising prices, data use practices or other terms could make the maintenance and promotion of our products and services and our brands more expensive or more difficult. If we are unable to market and promote our brands on third-party platforms effectively, our ability to acquire new customers would be materially harmed. We also use retail partners to sell hardware and acquire sellers for Square. Our ability to acquire new sellers could be materially harmed if we are unable to enter into or maintain these partnerships on terms that are commercially reasonable to us, or at all.

Harm to our brands can arise from many sources, including failure by us or our partners and service providers to satisfy expectations of service and quality; inadequate protection or misuse of sensitive information; fraud committed by third parties using our products or applications; compliance failures and claims; litigation, regulatory and other claims; errors caused by us or our partners; and misconduct by our partners, service providers, or other counterparties. We have also been from time to time in the past, and may in the future be, the target of incomplete, inaccurate, and misleading or false statements about our company and our business that could damage our reputation and brands and deter customers from adopting our services or our products. In addition, negative statements about us can cause and have caused a decline in the market price of our Class A common stock, divert our management's attention and resources, and could cause other adverse impacts to our business. Partners and influencers with whom we maintain relationships could engage in behavior or use their platforms to communicate directly with our sellers and customers in a manner that reflects poorly on our brands and such behavior or communications may adversely affect us. Further, negative publicity or commentary regarding the partners and influencers who are, or are perceived to be, affiliated with us may also damage our reputation, even if the negative publicity or commentary is not directly related to us. Any negative publicity about the industries we operate in or our company, the quality and reliability of our products and services, our risk management processes, changes to our products and services, our ability to effectively manage and resolve customer complaints, our privacy, data protection, and information security practices, litigation, regulatory activity, policy positions, and the experience of our customers with us, our products or services could adversely affect our reputation and the confidence in and use of our products and services. If we do not successfully maintain, protect or enhance our brands, our business could be materially and adversely affected.

Our efforts to expand our product portfolio and market reach, including through acquisitions, may not succeed and may reduce our revenue growth and profitability.

We intend to continue to broaden the scope of products and services we offer. However, we may not be successful in maintaining or growing our current revenue, or deriving any significant new revenue streams from these products and services. Failure to successfully broaden the scope of products and services that are attractive may inhibit our growth and harm our business. Furthermore, we expect to continue to expand our markets in the future, and we may have limited or no experience in such newer markets. We cannot assure you that any of our products or services will be widely accepted in any market or that they will continue to grow in revenue or contribute to our profitability. Our offerings may present new and difficult technological, operational, and regulatory risks, and other challenges, and if we experience service disruptions, failures, or other issues, our business may be materially and adversely affected. For example, some of our Cash App products are intended to make investing in certain assets, such as bitcoin, stocks, and exchange-traded funds, more accessible. However, as a result, our customers who use these Cash App products may experience losses or other financial impacts due to, among other things, market fluctuations in the prices of bitcoin and stocks. If our customers are adversely affected by such risks, they may cease using Cash App altogether and our business, brand, and reputation may be adversely affected. Moreover, our customers could attempt to seek compensation from us for their financial investment losses, and those claims, even if unsuccessful, would likely be time-consuming and costly for us to address. Our expansion into newer markets may not lead to growth and may require significant investment of financial resources and of management time and attention, and we may not be able to recoup our investments in a timely manner or at all. If any of this were to occur, it could damage our reputation, limit our growth, and materially and adversely affect our business.

Our long-term success depends on our ability to develop products and services to address the rapidly evolving market for payments and financial services, and, if we are not able to implement successful enhancements and new features for our products and services, our business could be materially and adversely affected.

Rapid and significant technological changes continue to confront the industries in which we operate, including developments in omnichannel commerce, proximity payment devices (including contactless payments via NFC technology), digital banking, mobile financial apps, cryptocurrencies, tokenization (e.g., replacing sensitive data such as payment card information with symbols (tokens) to keep the data safe), blockchain, and artificial intelligence ("AI") (including machine learning).

These new and evolving services and technologies may be superior to, impair, or render obsolete the products and services we currently offer or the technologies we currently use to provide them. Our ability to develop new products and services may be inhibited by industry-wide standards, payment card networks, existing and future laws and regulations, resistance to change from our customers, which includes our sellers and their customers, or third parties' intellectual property rights. Incorporating new technologies into our products and services may require substantial expenditures and take considerable time, and we may not be successful in realizing a return on our efforts in a timely manner or at all.

Our success will depend on our ability to develop new technologies, to adapt to technology changes and evolving industry standards, to incorporate new technologies, such as generative AI, into our products and services, and to provide products and services that are tailored to specific needs and requirements of our customers. If we are unable to provide enhancements and new features for our products and services or to develop new products and services that achieve market acceptance or that keep pace with rapid technological developments and evolving industry standards, our business would be materially and adversely affected.

We often rely, not only on our own initiatives and innovations, but also on third parties, including some of our competitors, for the development of and access to new technologies and development of a robust market for these new products and technologies. Failure to accurately predict or to respond effectively to developments in our industry may significantly impair our business. In addition, because our products and services are designed to operate with a variety of systems, infrastructures, and devices, we need to continuously modify and enhance our products and services to keep pace with changes in technologies. Any failure of our products and services to continue to operate effectively with third-party infrastructures and technologies could reduce the demand for our products and services, result in dissatisfaction of our customers, and materially and adversely affect our business.

Substantial and increasingly intense competition in our markets and industry may harm our business.

We compete in markets characterized by vigorous competition, changing technology, evolving industry standards, changing customer needs, and frequent introductions of new products and services. We expect competition to intensify in the future as existing and new competitors introduce new services or enhance existing services. For example, companies not traditionally associated with the payments industry have introduced products or services that are or may become competitive with our business. We compete against many companies to attract customers across our products and services, and some of these companies have greater financial resources and substantially larger bases of customers than we do, which may provide them with significant competitive advantages. These companies may devote greater resources to the development, promotion, and sale of products and services, may achieve economies of scale due to the size of their customer bases, and may more effectively introduce their own innovative products and services that adversely impact our growth. For example, a number of competitors offer BNPL products similar to Afterpay's. Existing competitors and new entrants in the BNPL space have engaged in, and may continue to engage in, aggressive consumer acquisition campaigns, may develop superior technology offerings, or consolidate with other entities and achieve benefits of scale. Such competitive pressures may materially erode our existing market share in the BNPL space and may hinder our expansion into new markets. In addition, mergers and acquisitions by, and collaborations between, the companies we compete against may lead to even larger competitors with more resources.

Certain sellers have long-standing exclusive, or nearly exclusive, relationships with our competitors to accept payment cards and other services that compete with what we offer. These relationships can make it difficult or cost-prohibitive for us to conduct material amounts of business with them. Competing services tied to established brands may engender greater confidence in the safety and efficacy of their services. If we are unable to differentiate ourselves from and successfully compete with our competitors, our business will be materially and adversely affected.

We may also face pricing pressures from competitors. Some competitors may offer lower prices by cross-subsidizing certain services that we also provide through other products they offer. Such competition may result in the need for us to alter our pricing and could reduce our gross profit. Also, sellers may demand more customized and favorable pricing from us, and competitive pressures may require us to agree to such pricing, reducing our gross profit. We currently negotiate pricing discounts and other incentive arrangements with certain large sellers to increase acceptance and usage of our products and services. If we continue this practice and if an increasing proportion of our sellers are large sellers, we may have to increase the discounts or incentives we provide, which could also reduce our gross profit.

Disruptions in the cryptocurrency market subject us to additional risks.

Recent financial distress in the cryptocurrency market, such as bankruptcies filed by certain cryptocurrency market participants, has increased uncertainty in the global economy. There is no certainty that the measures we have taken will be sufficient to address the risks posed by the downstream effects of continued financial distress in the cryptocurrency market, and we may experience material and adverse impacts to our business as a result of the global economic impacts of such financial distress, including the loss of customer trust in cryptocurrencies, including bitcoin, and any recession or economic downturn that has occurred or may occur in the future.

The ultimate impact of the financial distress in the cryptocurrency market will depend on future developments, including, but not limited to, the downstream effects of the bankruptcies filed by certain cryptocurrency market participants, its severity, and the actions taken by regulators to address its impact. Recent enforcement actions by U.S. regulators against major crypto asset platforms and negative publicity associated with crypto asset activities may, among other things, result in a decline in confidence or interest in crypto assets. If the cryptocurrency environment further deteriorates, our customers may wish to sell their bitcoin at a price or volume that exceeds the market demand for bitcoin, which could cause disruptions in our operations and have a material and adverse effect on our business and financial condition. If our customers experience losses due to market fluctuations in the prices of bitcoin, they may reduce or cease their use of Cash App and our results of operations may be adversely impacted.

Our investments in bitcoin, our bitcoin ecosystem, and our Cash App feature that permits customers to transact in bitcoin, subject us to additional risks related to any further disruption or downturns in the cryptocurrency markets and the resulting impact on customer and investor behavior. Any further deterioration in the cryptocurrency markets may have an adverse effect on our reputation, and any negative perception by our customers of one or more cryptocurrencies may lead to a loss of customer demand for our products and services, any of which could have an adverse impact on our business and financial condition. We may also suffer a decline in the market price of our Class A common stock due to any negative perception by our customers, investors, or the general public, of bitcoin or the cryptocurrency markets.

Acquisitions, strategic investments, new businesses, joint ventures, divestitures, and other transactions we enter into could fail to achieve strategic objectives, disrupt our ongoing operations or result in operating difficulties, liabilities and expenses, harm our business, and negatively impact our results of operations.

In pursuing our business strategy, we routinely conduct discussions and evaluate opportunities for possible acquisitions, strategic investments, new businesses, joint ventures, divestitures, and other transactions. We have in the past acquired or invested in, and we continue to seek to acquire or invest in, businesses, technologies, or other assets that we believe could complement or expand our business, including acquisitions of new lines of business that are adjacent to or outside of our existing ecosystems. As we grow, the pace and scale of our acquisitions may increase and may include larger acquisitions than we have done historically. The identification, evaluation, and negotiation of potential acquisition or strategic investment transactions may divert the attention of management and entail various expenses, whether or not such transactions are ultimately completed. There can be no assurance that we will be successful in identifying, negotiating, and consummating favorable transaction opportunities. In addition to transaction and opportunity costs, these transactions involve large challenges and risks, whether or not such transactions are completed, including risks that:

- the transaction may not advance our business strategy or may harm our growth, profitability, or reputation;
- we may not be able to secure required regulatory approvals or otherwise satisfy closing conditions for a proposed transaction in a timely manner, or at all;
- the transaction may subject us to additional regulatory burdens that affect our business in potentially unanticipated and significantly negative ways;
- we may not realize a satisfactory return on our investment or increase our revenue;
- we may experience difficulty, and may not be successful in, integrating technologies, IT or business enterprise systems, culture, or management or other personnel of the acquired business;
- we may incur significant acquisition costs and transition costs, including in connection with the assumption of ongoing expenses of the acquired business;
- we may not realize the expected benefits or synergies from the transaction in the expected time period, or at all, which may result in impairment charges or other negative impacts to our business;
- we may be unable to retain key personnel;
- acquired businesses or businesses that we invest in may not have adequate controls, processes, and procedures to ensure compliance with laws and regulations, including with respect to data privacy, data protection, and information security, and our due diligence process may not identify compliance issues or other liabilities. Moreover, acquired businesses' technology stacks may add complexity, resource constraints, and legacy technological challenges that make it difficult and time consuming to achieve such adequate controls, processes, and procedures.
- we may fail to identify or assess the magnitude of certain liabilities, shortcomings, or other circumstances prior to acquiring or investing in a business, which could result in additional financial, legal, regulatory, or tax exposure and may subject us to additional controls, policies, procedures, liabilities, litigation, costs of compliance or remediation, or other adverse effects on our business, operating results, or financial condition;
- we may have difficulty entering into new market segments or new geographic territories;
- we may be unable to retain the customers, vendors, and partners of acquired businesses;
- there may be lawsuits or regulatory actions resulting from the transaction;
- there may be risks associated with undetected security weaknesses, cyberattacks, or security breaches or incidents at companies that we acquire or with which we may combine or partner;
- there may be local and foreign regulations applicable to the international activities of our business and the businesses we acquire; and

- acquisitions could result in dilutive issuances of equity securities or the incurrence of debt.

We have experienced certain of these risks in connection with our past acquisitions, and any of the foregoing could harm our business and negatively impact our results of operations.

We have in the past, and may in the future, also choose to divest certain businesses or product lines. If we decide to sell assets or a business, we may have difficulty obtaining terms acceptable to us in a timely manner, or at all. Additionally, we may experience difficulty separating out portions of, or entire, businesses, incur loss of revenue or experience negative impact on margins, or we may not achieve the desired strategic and financial benefits. Such potential transactions may also delay achievement of our strategic objectives, cause us to incur additional expenses, disrupt customer or employee relationships, and expose us to unanticipated or ongoing obligations and liabilities, including as a result of our indemnification obligations. Further, during the pendency of a divestiture, we may be subject to risks such as a decline in the business to be divested, loss of employees, customers, or suppliers and the risk that the transaction may not close, any of which would have a material adverse effect on the business to be divested and our retained business. If a divestiture is not completed for any reason, we may not be able to find another buyer on the same terms, and we may have incurred significant costs without any corresponding benefit.

Joint ventures and minority investments inherently involve a lesser degree of control over business operations, thereby potentially increasing the financial, legal, operational, regulatory, and/or compliance risks associated with the joint venture or minority investment. In addition, we may be dependent on joint venture partners, controlling shareholders, management, or other persons or entities who control them and who may have business interests, strategies, or goals that are inconsistent with ours. Business decisions or other actions or omissions of the joint venture partners, controlling shareholders, management, or other persons or entities who control them may adversely affect the value of our investment, result in litigation or regulatory action against us, and may otherwise damage our reputation and brand.

The ongoing integration of Afterpay could disrupt our business and adversely affect our future results of operations.

Our ability to benefit from our acquisition of Afterpay depends on the successful integration of Afterpay with our business. The integration of Afterpay is complex and time consuming and there can be no assurance that the integration will be completed effectively or in a timely manner.

Difficulties that we have encountered and may continue to encounter in the integration process include the following:

- challenges and difficulties associated with managing the larger, more complex, combined company;
- conforming standards and controls and consolidating corporate infrastructures between the companies;
- integrating personnel from the two companies while maintaining focus on developing, producing and delivering consistent, high quality products and services;
- loss of key employees;
- coordinating geographically dispersed organizations;
- addressing differences in business backgrounds, corporate cultures, and management philosophies;
- potential unknown liabilities and unforeseen expenses;
- our ability to deliver on our strategy, including integrating our BNPL platform into our Cash App and Square ecosystems and strengthening the connection between these ecosystems; and
- the diversion of management's attention caused by integrating the companies' operations.

TIDAL subjects us to risks and uncertainties related to the music industry.

TIDAL's business is dependent on the various rights holders. We cannot provide assurances that we or TIDAL will be able to maintain or expand arrangements with partners and other third parties on acceptable terms, if at all. Further, the music industry is highly concentrated, which means we rely on a small number of entities that may take adverse actions or take advantage of their market power to pursue arduous financial or other terms that may adversely affect us or may restrict our ability to innovate and improve our streaming service. Our streaming service also competes for listeners on the basis of the presence and visibility of our app, which is distributed via app stores operated by Apple and Google. We face significant competition for listeners from these companies, which also promote their own music and content. In addition, our competitors' streaming products may be pre-loaded or integrated into consumer electronics products or automobiles more broadly than our streaming product, which makes such competitors more visible to consumers. If we are unable to compete successfully for listeners against other media providers, then our TIDAL business may suffer.

We expect that the operation of our TIDAL business will require continued investment in operating expenses, headcount, and management time and attention, none of which will ensure that we will be successful. If we fail to successfully operate and grow our TIDAL business, we will not realize the benefits anticipated when we acquired a majority interest in the business, and any such failure could result in adverse effects on our business and financial results, including substantial impairment charges.

Operating or expanding our business globally subjects us to new challenges and risks.

We offer our services and products in multiple countries and we may continue expanding our business further globally. Our acquisition of Afterpay expanded our global presence. Expansion, whether in our existing or new global markets, will require additional resources and new or expanded controls, and offering our services and products in new geographic regions often requires substantial expenditures and takes considerable time. We may not be successful enough in these new geographies to recoup our investments in a timely manner or at all. Such expansion, and the ongoing operation of our global business, subject our business to substantial risks, including:

- difficulty in attracting sellers and customers, or a lack of acceptance of our products and services in foreign markets;
- failure to anticipate competitive conditions and competition with service providers or other market-players that have greater experience in the foreign markets than we do;
- failure to conform with applicable business customs, including translation into foreign languages, cultural context, and associated expenses;
- increased costs and difficulty in protecting intellectual property and sensitive data;
- changes to the way we do business as compared with our current operations;
- inability to support and integrate with local third-party service providers;
- difficulties in staffing and managing foreign operations in an environment of diverse cultures, laws, and customs, challenges caused by distance, language, and cultural differences, and the increased travel, infrastructure, and legal and compliance costs associated with global operations;
- difficulties in recruiting and retaining qualified employees and maintaining our company culture;
- difficulty in gaining acceptance and maintaining compliance with industry self-regulatory bodies;
- compliance with multiple complex, potentially conflicting and changing governmental laws and regulations, including with respect to payments, privacy, data protection, information security, and tax;
- compliance with U.S. and foreign anti-corruption, anti-bribery, and anti-money laundering laws;
- enactment of tariffs, sanctions, fines, or other trade restrictions;
- exchange rate risk;

- increased exposure to public health issues such as pandemics, and related industry and governmental actions to address these issues; and
- regional economic and political instability and other geopolitical risks.

As a result of these risks, our efforts to expand our global operations may not be successful, which could limit our ability to grow our business.

Our BNPL platform increases our exposure to consumer defaults and merchant insolvency.

Revenue generated from BNPL products depends on our ability to recoup the purchase value of the goods or services that consumers have purchased using our BNPL platform. Although we rely on technology to assess consumers' repayment capability for our BNPL products, there can be no guarantee that such processes will always accurately predict repayments. Miscalculation of consumers' repayment ability or a material increase in repayment failures, whether due to inflation, the possibility of a recession, market volatility, or otherwise, may adversely impact our results of operations, profitability and prospects. In addition, if consumers who have purchased products or services using our BNPL platform do not receive the products or services, they may cease payment on their outstanding balances or request a refund on previous payments, and our business may be negatively impacted.

The performance of our BNPL platform depends also on the sales of products and services by retail merchants. Merchants' sales may decrease as a result of factors outside of their control, including deteriorating macroeconomic conditions and supply chain disruptions. If a merchant ceases its operations, closes some or all of its locations, or fails to deliver goods or services to our consumers, the merchant may not be able to reimburse us for chargebacks or refunds or may not be able to repay the funds we have advanced to them, all of which could result in higher charge-off rates than anticipated. Moreover, if the financial condition of a merchant deteriorates significantly such that the merchant becomes subject to a bankruptcy proceeding, we may not be able to recover any amounts due to us from the merchant, and our financial results would be adversely affected.

We are subject to risks related to the banking ecosystem, including through Square Financial Services, our bank partnerships, and FDIC and other regulatory obligations.

Recent instability and volatility in the banking and financial services sectors, including bank failures, have increased uncertainty in the global economy and increased the risk of a recession. Volatility in the banking and financial services sectors may impact our bank partnerships and could negatively impact our business. For example, we offer certain FDIC-insured products through our partnerships with banks that are members of the Federal Deposit Insurance Corporation ("FDIC"). We believe our banking programs, including records maintained by us and our bank partners, comply with all applicable requirements for each eligible participant's deposits to be covered by FDIC insurance, up to the applicable maximum deposit insurance amount. However, if the FDIC were to disagree, the FDIC may not recognize the participants' claims as covered by deposit insurance in the event a bank partner fails and enters receivership proceedings under the Federal Deposit Insurance Act ("FDIA"). If the FDIC were to determine that funds held at a bank partner are not covered by deposit insurance, or if one or more of our bank partners were to fail and enter receivership proceedings under the FDIA, our sellers and customers may seek to withdraw their funds, or may not be able to withdraw all their funds in a timely manner, which could adversely affect our brand, business and results of operations, and may lead to claims or litigation, which may be costly to address. Additionally, in instances where we are a service-provider to or are otherwise in a third-party relationship with our bank partners in connection with these programs, we are subject to certain risk-management standards for third-party relationships in accordance with federal bank regulatory guidance and examinations by the federal banking regulators.

Further, as a FDIC-insured institution, our subsidiary Square Financial Services is subject to regulatory obligations, including the assessment of a quarterly deposit insurance premium, calculated based on its average consolidated total assets. We are generally unable to control the amount of premiums that we are required to pay for FDIC insurance. If there are additional bank or financial institution failures, we may be required to pay higher deposit insurance assessments or higher fees associated with FDIC-insured products offered through our bank partnerships, or we may be subject to higher capital requirements imposed by the FDIC, our bank partners, or federal banking regulators with authority over our bank partners, which could reduce our profitability, and negatively impact our business and operations.

We intend to continue to explore other products, models, and structures for our product offerings, including with bank partners. Certain of our current product offerings subject us to reporting requirements, bonding requirements, and inspection by applicable federal or state regulatory agencies, and our future product offerings may potentially require, or be deemed to require, additional data, procedures, partnerships, licenses, regulatory approvals, or capabilities that we have not yet obtained or developed. Should we fail to successfully expand and evolve our product offerings, or should our new products, models or structures, or new laws or regulations or interpretations of existing laws or regulations, impose requirements on us that are cumbersome or that we cannot satisfy, our business may be materially and adversely affected.

Square Loans are subject to additional risks related to availability of capital, seller payments, interest rate, deposit insurance premiums, and general macroeconomic conditions.

Square Loans is our commercial lending program. Square Financial Services, as the originator of the loans provided by Square Loans in the U.S., is subject to risks in addition to those described elsewhere in this Quarterly Report on Form 10-Q. Maintaining and growing our Square Loans business is dependent on institutional third-party investors purchasing the eligible business loans originated by us. If such third parties fail to continue to purchase such business loans or reduce the amount of future loans they purchase, then we may need to reduce originations, or we would need to fund the purchase of additional business loans from our own resources. We then may have to reduce the scale of Square Financial Services, which could have a direct impact on our ability to grow. Additionally, Square Financial Services has certain customary repurchase obligations in its loan purchase and servicing agreements with such institutional third-party investors for breaches of certain eligibility representations and warranties. If third parties reduce the price they are willing to pay for these business loans or reduce the servicing fees they pay us in exchange for servicing the business loans on their behalf, then the financial performance of Square Financial Services would be harmed.

The business loans provided by Square Loans are generally unsecured obligations of our sellers, and they are not guaranteed or insured in any way. Adverse changes in macroeconomic conditions or the credit quality of our sellers could cause some sellers who utilize Square Loans to cease operating or to experience a decline in their payment processing volume, thereby rendering them unable to make payment on the business loan and/or extend the repayment period beyond the contractual repayment terms on the business loan. To the extent a seller breaches a contractual obligation, such as the requirement to make minimum payments or other breach, the seller would be liable for an accelerated business loan repayment, where our recourse is to the business and not to any individual or other asset. In addition, because the servicing fees we receive from third-party investors depend on the collectability of the business loans, if there is an increase in sellers who utilize Square Loans who are unable to repay their business loans, we will be unable to collect our entire servicing fee for such loans. While our exposure to loans that we sell to third parties is more limited, if the sellers who utilize Square Loans are unable to repay their loans, the risk of loss in our owned loan portfolio will increase and our business may be adversely affected.

In addition, adverse changes in macroeconomic conditions may lead to a decrease in the number of sellers eligible for Square Loans and may strain our ability to correctly identify such sellers or manage the risk of non-payment or fraud as servicer of the business loans. If we fail to correctly predict the likelihood of timely repayment or correctly price such business loans, our business may be materially and adversely affected.

Square Financial Services' profitability depends, in part, on its net interest income. Net interest income is the difference between interest income earned on interest-bearing assets, such as loans and securities, and interest expense paid on interest-bearing liabilities, such as deposits and borrowed funds. Changes in interest rates and monetary policy can impact the demand for new loans, the credit profile of our borrowers, the yields earned on loans and securities, and the rates paid on deposits and borrowings. The impact of any sudden and substantial move in interest rates and/or increased competition may have an adverse effect on our business, financial condition and results of operations, as our net interest income may be adversely affected.

Our participation in government relief programs set up in response to the COVID-19 pandemic, such as facilitating loans to businesses under the Paycheck Protection Program may subject us to new risks and uncertainties.

As a participant in the Paycheck Protection Program (“PPP”) administered by the Small Business Administration (“SBA”) and enacted in March 2020 in response to the COVID-19 pandemic, Square Capital provided small businesses two-year or five-year PPP loans. Square Capital approved and funded the last remaining PPP loan applications in May 2021 upon exhaustion of the funds in the program. While the vast majority of Square Capital’s PPP loans have been forgiven or guaranteed at this point, Square Capital’s documentation, review, underwriting, and servicing processes could be subject to further scrutiny by the SBA. We also may become subject to litigation arising as a result of our participation in the PPP, which could result in significant financial liability or could adversely affect our reputation. There can be no assurance that Square Capital will be successful in mitigating all of the risks associated with the PPP loans or that this lending will not have a negative impact on our business and results of operations.

Operational Risks

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

We, our sellers, and our partners, including third-party vendors and data centers that we use, obtain and process large amounts of sensitive data, including data related to our customers, our sellers’ customers, and their transactions. We face risks, including to our reputation as a trusted brand, in the handling and protection of this data. These risks will increase as our business continues to expand to include new products and technologies, such as AI, and as we and our third-party vendors rely on an increasingly distributed workforce. Our operations involve the storage and transmission of sensitive data of individuals and businesses using our services, including their names, addresses, social security/tax ID numbers (or foreign equivalents), government IDs, payment card numbers and expiration dates, bank account information, loans they have applied for or obtained, and data regarding the performance of our sellers’ businesses. Additionally, certain of our products and services are subject to the Health Insurance Portability and Accountability Act of 1996 (and the rules and regulations thereunder, as amended, including with respect to the HITECH Act) (HIPAA), and therefore we are required to take measures to safeguard protected health information of our health care entity-sellers’ customers when using those products and services. Our services also provide third-party developers the opportunity to provide applications to sellers in the Square and Weebly app marketplaces. Sellers who choose to use such applications can grant permission allowing the applications to access content created or held by sellers in their Square or Weebly account. Should our internal or third-party developers experience or cause a breach, incident, or technological bug, that could lead to a compromise of the content of data held by such sellers, including personal data, our reputation may be harmed and we may be subject to significant fines, penalties or judgments. The growing use of AI in our products and services presents additional risks. AI algorithms or automated processing of data may be flawed, and datasets may be insufficient or may use third party AI with unclear intellectual property rights or interests. Inappropriate or controversial data practices by us or others could subject us to lawsuits, regulatory investigations, legal and financial liability, or reputational harm.

Our products and services operate in conjunction with, and we are dependent upon, third-party products and components across a broad ecosystem. There have been and may continue to be significant attacks on third-party providers, and we cannot guarantee that our or our third-party developers or vendors’ systems and networks have not been breached or that they do not contain exploitable defects or bugs that could result in a breach of or disruption to our systems and networks or the systems and networks of third parties that support us and our products and services. If there is a security vulnerability, error, or other bug in one of these third-party products or components and if there is a security exploit targeting them, we could face increased costs, claims and liability, proceedings and litigation, reduced revenue, or harm to our reputation or competitive position. The natural sunset of third-party products and operating systems that we use requires our personnel to reallocate time and attention to migration and updates, during which period potential security vulnerabilities could be exploited.

More generally, if our privacy, data protection, or information security measures or those of third-party developers or vendors are inadequate or are breached or otherwise compromised, and, as a result, there is improper disclosure of or someone obtains unauthorized access to or exfiltrates funds, bitcoin, investments, or other assets, or other sensitive data on our systems or our partners' systems, or if we, our third-party developers or vendors suffer a ransomware or advanced persistent threat attack, or if any of the foregoing is reported or perceived to have occurred, our reputation and business could be damaged, and we could face liability and financial losses. If the sensitive data or assets are lost or improperly accessed, misused, disclosed, destroyed, or altered or threatened to be improperly accessed, misused, disclosed, destroyed, or altered, we could incur significant financial losses and costs and liability associated with remediation and the implementation of additional security measures and be subject to claims, litigation, regulatory scrutiny, and investigations. For example, in April 2022 we announced that we determined that a former employee downloaded certain reports of our subsidiary Cash App Investing in December 2021 that contained some U.S. customer information without permission after the former employee's employment ended, as disclosed in our Current Report on Form 8-K filed with the SEC on April 4, 2022. We have incurred costs related to our investigation and response to this incident, and we could incur other losses, costs, and liabilities in connection with such incident.

Under payment card rules and our contracts with our card processors and other counterparties, if there is a breach of payment card information that we store or that is stored by our sellers or other third parties with which we do business, we could be liable to the payment card issuing banks for certain of their costs and expenses. Additionally, if our own confidential business information were improperly disclosed, accessed, or breached, our business could be materially and adversely affected. A core aspect of our business is the reliability and security of our payments platforms. Any perceived or actual breach of security or other type of security incident or any type of fraud perpetrated by bad actors such as account takeovers or fake account scams, regardless of how it occurs or the extent or nature of the breach, incident, or fraud, could have a significant impact on our reputation as a trusted brand, cause us to lose existing sellers or other customers, prevent us from obtaining new sellers and other customers, require us to expend significant funds to remedy problems caused by breaches and incidents and to implement measures in an effort to prevent further breaches and incidents, and expose us to legal risk and potential liability including those resulting from governmental or regulatory investigations, class action litigation, and costs associated with remediation, such as fraud monitoring and forensics. Any actual or perceived security breach or incident at a company providing services to us or our customers on our behalf could have similar effects. Further, any actual or perceived security breach or incident with respect to the bitcoin and blockchain ledger, regardless of whether such breach or incident directly affects our products and services, could have negative reputational effects and harm customer trust in us and our products and services.

While we maintain cybersecurity insurance, our insurance may be insufficient to cover all liabilities incurred by such attacks. We cannot be certain that our insurance coverage will be adequate for data handling or information security liabilities actually incurred, that insurance will continue to be available to us on economically reasonable terms, or at all, or that any insurer will not deny coverage as to any future claim. The successful assertion of one or more large claims against us that exceed available insurance coverage, or the occurrence of changes in our insurance policies, premiums, or deductibles could have a material adverse effect on our business, including our financial condition, operating results, and reputation.

Our products and services may not function as intended due to errors in our software, hardware, and systems, product defects, or due to security breaches or incidents or human error in administering these systems, which could materially and adversely affect our business.

Our software, hardware, systems, and processes may contain undetected errors or vulnerabilities that could have a material adverse effect on our business, particularly to the extent such errors or vulnerabilities are not detected and remedied quickly. We have from time to time found defects and errors in our customer-facing software and hardware, internal systems, external facing communications, manual processes, and technical integrations with third-party systems, and new errors or vulnerabilities may be introduced in the future. If there are such errors or defects in our software, hardware, systems, or external facing communications, including as a result of human errors, our customers' experience with us may be negatively impacted, and we may face negative publicity and harm to our brand and reputation, government inquiries or investigations, claims and litigation. Additionally, we rely on a limited number of component and product suppliers located outside of the U.S. to manufacture our products. As a result, our direct control over production and distribution is limited, and it is uncertain what effect such diminished control will have on the quality of our products. If there are defects in the manufacture of our hardware products, we may face similar negative publicity, investigations, and litigation, and we may not be fully compensated by our suppliers for any financial or other liability that we suffer as a result. As our hardware and software services continue to increase in size and complexity, and as we integrate new, acquired subsidiaries with different technology stacks and practices, these risks may correspondingly increase as well.

In addition, we provide frequent incremental releases of product and service updates and functional enhancements, which increase the possibility of errors. The products and services we provide are designed to process complex transactions and deliver reports and other information related to those transactions, all at high volumes and processing speeds. Any errors, data leaks, security breaches or incidents, disruptions in services, or other performance problems with our products or services caused by external or internal actors could hurt our reputation and damage our and our customers' businesses. Software and system errors, or human errors, could delay or inhibit settlement of payments, result in oversettlement, cause reporting errors, cause pricing irregularities or prevent us from collecting transaction-based fees, or negatively impact our ability to serve our customers, all of which have occurred in the past. Similarly, security breaches or incidents, which may be caused by or result from cyber-attacks by hackers or others, computer viruses, worms, ransomware, other malicious software programs, security vulnerabilities, employee or service provider theft, misuse or negligence, phishing, identity theft or compromised credentials, denial-of-service attacks, or other causes, have from time to time impacted our business and could disrupt the proper functioning of our software products or services, cause errors, allow loss or unavailability of, unauthorized access to, or disclosure of, proprietary, confidential or otherwise sensitive data of ours or our customers, and other destructive outcomes. Moreover, security breaches or incidents or errors in our hardware or software design or manufacture could cause product safety issues typical of consumer electronics devices. Any of the foregoing issues could lead to product recalls and inventory shortages, result in costly and time-consuming efforts to redesign and redistribute our products, give rise to regulatory inquiries and investigations, and result in lawsuits and other liabilities and losses, any of which could have a material and adverse effect on our business.

Additionally, electronic payment, hardware, and software products and services, including ours, have been, and could continue to be in the future, specifically targeted and penetrated or disrupted by hackers and other malicious actors. Because the techniques used to obtain unauthorized access to data, products, and services and to disable, degrade, or sabotage them change frequently and may be difficult to detect or remediate for long periods of time, we and our customers may be unable to anticipate these techniques or implement adequate preventative measures to stop them. If we or our sellers or other customers are unable to anticipate or prevent these attacks, our sellers' or other customers may be harmed, our reputation could be damaged, and we could incur significant liability.

Systems failures, interruptions, delays in service, catastrophic events, and resulting interruptions in the availability of our products or services, or those of our sellers, could harm our business and our brand, and subject us to substantial liability.

Our systems and those of our third-party vendors, including data center facilities, may experience service interruptions, outages, cyber-attacks and security breaches and incidents, human error, earthquakes, hurricanes, floods, pandemics, fires, other natural disasters, power losses, disruptions in telecommunications services, fraud, military or political conflicts, terrorist attacks and other geopolitical unrest, computer viruses, ransomware, and other malicious software, changes in social, political, or regulatory conditions or in laws and policies, or other changes or events. Our systems and facilities are also subject to break-ins, sabotage, and acts of vandalism. Some of our systems are not fully redundant, and our disaster-recovery planning is not sufficient for all eventualities. In addition, as a provider of payments solutions and other financial services, we are subject to increased scrutiny by regulators that may require specific business continuity and disaster recovery plans and more rigorous testing of such plans. This increased scrutiny may be costly and time-consuming and may divert our resources from other business priorities.

We have experienced and will likely continue to experience denial-of-service and other cyber-attacks, system failures, outages, security incidents, and other events or conditions that interrupt the availability, data integrity, or reduce the speed or functionality of our products and services. These events have resulted and likely will result in loss of revenue. In addition, they could result in significant expense to repair or replace damaged equipment and remedy resultant data loss or corruption. The risk of security incidents is increasing as we experience an increase in electronic payments, e-commerce, and other online activity. Additionally, due to political uncertainty and military actions associated with Russia's invasion of Ukraine, we and our service providers are vulnerable to heightened risks of security incidents and security and privacy breaches from or affiliated with nation-state actors, including attacks that could materially disrupt our systems, operations, supply chain, products, and services. We cannot provide assurances that our preventative efforts against such incidents will be successful. A prolonged interruption in the availability or reduction in the speed or other functionality of our products or services could materially harm our reputation and business. Frequent or persistent interruptions in our products and services could cause customers to believe that our products and services are unreliable, leading them to switch to our competitors or to avoid our products and services, and could permanently harm our reputation and business. Moreover, to the extent that any system failure or similar event results in damages to customers or contractual counterparties, these customers and contractual counterparties could seek compensation from us for their losses, and those claims, even if unsuccessful, would likely be time-consuming and costly for us to address.

A significant natural or man-made disaster could have a material and adverse impact on our business. Certain of our offices and data center facilities are located in the San Francisco Bay Area, a region known for seismic activity. Despite any precautions we may take, the occurrence of a natural disaster or other unanticipated problems at our offices or data centers could result in lengthy interruptions in our services or could result in related liabilities. We do not maintain insurance sufficient to compensate us for the potentially significant losses that could result from disruptions to our services.

Significant natural or other disasters, including pandemics, could also have a material and adverse impact on our sellers or other customers, which, in the aggregate, could in turn adversely affect our results of operations.

The theft, loss, or destruction of private keys required to access the bitcoin we hold on behalf of ourselves and other parties, such as our customers and our trading partners, may be irreversible, and any failure to safeguard such bitcoin could materially and adversely affect our business, operating results, and financial condition.

We hold bitcoin on behalf of ourselves and other parties such as our customers and our trading partners. Bitcoin can be accessed by the possessor of the unique cryptographic keys relating to the digital wallet in which the bitcoin is held. While the bitcoin and blockchain ledger require a public key relating to a digital wallet to be published when used in a transaction, private keys must be safeguarded and kept private in order to prevent a third-party from accessing the bitcoin held in such digital wallet. To the extent any of our private keys are lost, destroyed, or otherwise compromised and no backup of such private key is accessible, we will be unable to access the bitcoin we hold on behalf of ourselves and other parties. The vast majority of bitcoin we hold for ourselves and our customers is held in offline and air-gapped cold storage. To facilitate transactions, we hold a small portion of bitcoin in a networked hot wallet. At times, we may also utilize third-party custodians to custody our bitcoin or a portion of the bitcoin held for our customers on our behalf.

Any inappropriate access or theft of bitcoin held by us or any third-party custodian, or the third-party custodian's failure to maintain effective controls over the custody and other settlement services provided to us, could materially and adversely affect us. We cannot provide assurance that the digital wallets used to store our and other parties' bitcoin will not be hacked or compromised. The bitcoin and blockchain ledger, as well as other cryptocurrencies and blockchain technologies, have been, and may in the future be, subject to security breaches or incidents, hacking, or other malicious activities. Any loss of private keys relating to, or hack or other compromise of, digital wallets used to store our customers' bitcoin could adversely affect our customers' ability to access or sell their bitcoin and could harm customer trust in us and our products, require us to expend significant funds for remediation, and expose us to litigation, regulatory enforcement actions, and other potential liability. Additionally, any loss of private keys relating to, or hack or other compromise of, digital wallets used by third parties to store bitcoin or other cryptocurrencies could have negative reputational effects on us and harm customer trust in us and our products. As the number of customers who transact bitcoin on Cash App has increased and the amount of bitcoin we hold on behalf of such customers has grown, the risks and consequences of such adverse events have increased and could materially and adversely affect our business, operating results, and financial condition.

Our risk management efforts may not be effective, which could expose us to losses and liability and otherwise harm our business.

We offer payments and other products and services to a large number of customers. We have programs to vet and monitor these customers and the transactions we process for them as part of our risk management efforts, but such programs require continuous improvement and may not be effective in detecting and preventing fraud and illegitimate transactions. When our payments services are used to process illegitimate transactions, and we settle those funds to customers and are unable to recover them, we suffer losses and liability. As a greater number of larger sellers use our services, our exposure to material risk losses from a single seller, or from a small number of sellers, will increase. Illegitimate transactions can also expose us to governmental and regulatory enforcement actions and potentially prevent us from satisfying our contractual obligations to our third-party partners, which may cause us to be in breach of our obligations. The highly automated nature of, and liquidity offered by, our payments and peer-to-peer services make us and our customers a target for illegal or improper uses, including scams and fraud directed at our customers, fraudulent or illegal sales of goods or services, money laundering, and terrorist financing. Identity thieves and those committing fraud using stolen or fabricated credit card, debit card, or bank account numbers, or other deceptive or malicious practices such as account takeovers, potentially can steal significant amounts of money from businesses like ours or from our customers or third parties. Our risk management policies, procedures, techniques, and processes may not be sufficient to identify all of the risks to which we are exposed, to enable us to prevent or mitigate the risks we have identified, or to identify additional risks to which we may become subject in the future. Our current business, the changing and uncertain economic, geopolitical and regulatory environment, and our anticipated domestic and international growth will continue to place significant demands on our risk management and compliance efforts. As our ecosystems grow and our business becomes more complex, we will need to continue developing, improving, and making investments into our risk management infrastructure, techniques, and processes. In addition, when we introduce new products or services, expand existing services, including online payment acceptance and expanded methods of instantly moving money, focus on new business areas, including consumer financing and loans, or begin to operate in markets where we have a limited history of fraud loss, we may be less able to forecast and carry appropriate reserves on our books for those losses. Additionally, we recently made certain Cash App functions available to customers between the ages of 13 through 17 with the authorization of a parent or guardian. The risks and the potential harm to our reputation are magnified in instances of fraud or unauthorized or inappropriate transactions involving minors.

While we maintain a program of insurance coverage for various types of liabilities, we may self-insure against certain business risks and expenses where we believe we can adequately self-insure against the anticipated exposure and risk or where insurance is either not deemed cost-effective or unavailable.

We are currently, and will continue to be, exposed to risks associated with chargebacks and refunds in connection with payment card fraud or relating to the goods or services provided by our sellers. In the event that a billing dispute between a cardholder and a seller is not resolved in favor of the seller, including in situations where the seller engaged in fraud, the transaction is typically “charged back” to the seller and the purchase price is credited or otherwise refunded to the cardholder. The risk of chargebacks is typically greater with our sellers that promise future delivery of goods and services. Moreover, chargebacks typically increase during economic downturns due to sellers becoming insolvent or bankrupt or otherwise unable to fulfill their commitments for goods or services. Global supply chain disruptions and shortages may also negatively affect sellers' ability to deliver goods and services on time or at all, which increases the risk of chargebacks. If we are unable to collect chargebacks or refunds from the seller's account, or if the seller refuses to or is unable to reimburse us for chargebacks or refunds due to closure, bankruptcy, or other reasons, we, as the merchant of record, may bear the loss for the amounts paid to the cardholder. We collect and hold reserves for a limited number of sellers whose businesses are deemed higher risk in order to help cover potential losses from chargebacks and refunds, but this practice is limited and there can be no assurances that we will be successful in mitigating such losses. Our financial results would be adversely affected to the extent sellers do not fully reimburse us for the related chargebacks and refunds. In addition, if more of our sellers, or a number of our larger sellers, become insolvent or bankrupt as a result of the global economic downturn, our potential losses from chargebacks and refunds may increase and exceed our reserves, in which case we may suffer financial losses and our business may be adversely affected. Moreover, since October 2015, businesses that cannot process EMV chip cards are held financially responsible for certain fraudulent transactions conducted using chip-enabled cards. Not all of the readers we offer to merchants are EMV-compliant. If we are unable to maintain our losses from chargebacks at acceptable levels, the payment card networks could fine us, increase our transaction-based fees, or terminate our ability to process payment cards. Any increase in our transaction-based fees could damage our business, and if we were unable to accept payment cards, our business would be materially and adversely affected. If any of our risk management policies and processes, including self-insurance or holding seller reserves, are ineffective, we may suffer large financial losses, we may be subject to civil and criminal liability, and our business may be materially and adversely affected.

We are dependent on payment card networks and acquiring processors, and any changes to their rules or practices could harm our business.

Our business depends on our ability to accept credit and debit cards, and this ability is provided by the payment card networks, including Visa, MasterCard, American Express, and Discover. For a majority of our transactions, we do not directly access the payment card networks that enable our acceptance of payment cards. As a result, we must rely on banks and acquiring processors to process transactions on our behalf. These banks and acquiring processors may fail or refuse to process transactions adequately, may breach or terminate their agreements with us, or may refuse to renegotiate or renew these agreements on terms that are favorable or commercially reasonable. They might also take actions that degrade the functionality of our services, impose additional costs or requirements on us, or give preferential treatment to competitive services, including their own services. If we are unsuccessful in establishing, renegotiating, or maintaining mutually beneficial relationships with these payment card networks, banks, and acquiring processors, our business may be harmed.

The payment card networks and our acquiring processors require us to comply with payment card network operating rules, including special operating rules that apply to us as a “payment facilitator” providing payment processing services to merchants. The payment card networks set these network rules and have discretion to interpret the rules and change them at any time. Changes to these network rules or how they are interpreted could have a significant impact on our business and financial results. For example, changes in the payment card network rules regarding chargebacks may affect our ability to dispute chargebacks and the amount of losses we incur from chargebacks. Any changes to or interpretations of the network rules that are inconsistent with the way we or our acquiring processors currently operate may require us to make changes to our business that could be costly or difficult to implement. If we fail to make such changes or otherwise resolve the issue with the payment card networks, the networks could fine us or prohibit us from processing payment cards. In addition, violations of the network rules or any failure to maintain good relationships with the payment card networks could impact our ability to receive incentives from them, increase our costs, or otherwise harm our business. If we were unable to accept payment cards or were limited in our ability to do so, our business would be materially and adversely affected.

We are required to pay interchange and assessment fees, processing fees, and bank settlement fees to third-party payment processors, payment networks, and financial institutions. From time to time, payment card networks have increased, and may increase in the future, the interchange fees and assessments that they charge for each transaction processed using their networks. In some cases, we have negotiated favorable pricing with acquiring processors and networks that are contingent on certain business commitments and other conditions. If we fail to meet such conditions, the fees we are charged will rise, and we may be required to pay back some or all of the favorable pricing benefits. Moreover, our acquiring processors and payment card networks may refuse to renew our agreements with them on terms that are favorable, commercially reasonable, or at all. Interchange fees or assessments are also subject to change from time to time due to government regulation. Any increase or decrease in interchange fees or assessments or in the fees we pay to our third-party payment processors, payment networks, or financial institutions could increase our costs, make our pricing less competitive, lead us to change our pricing model, or adversely affect our margins, all of which could materially harm our business and financial results.

We could be, and in the past have been, subject to penalties from payment card networks if we fail to detect activities that are illegal, contrary to the payment card network operating rules, or considered “high risk.” We must either prevent high-risk individuals from using our products and services or register such high-risk individuals with the payment card networks and conduct additional monitoring with respect to such high-risk individuals. Any such penalties could become material and could result in termination of our ability to accept payment cards or could require changes in our process for registering new sellers and customers. This could materially and adversely affect our business.

We rely on third parties and their systems for a variety of services, including the processing of transaction data and settlement of funds to us and our customers, and these third parties' failure to perform these services adequately could materially and adversely affect our business.

To provide our products and services, we rely on third parties that we do not control, such as the payment card networks, our acquiring and issuing processors, the payment card issuers, a carrying broker, bank partners, various financial institution partners, systems like the Federal Reserve Automated Clearing House, and other partners. We rely on these third parties for a variety of services, including the transmission of transaction data, processing of chargebacks and refunds, settlement of funds to our sellers, certain brokerage services, storing customer funds, authorizing payment transactions under our various card programs, originating loans to customers, provide liquidity for Cash App's feature that permits our customers to buy and sell bitcoin, and the provision of information and other elements of our services. For example, we rely on a limited number of acquiring processors in some of the jurisdictions in which we offer our services. We are in the process of transitioning one of our acquiring processors. Adding or transitioning to new acquiring or issuing processors or other third party providers may significantly disrupt our business or increase our costs. We have also in the past experienced outages with third parties we have worked with, which have affected our ability to provide services and process payments, including for cards issued under our own brands. In the event these third parties fail to provide these services adequately, including as a result of financial difficulty or insolvency, errors in their systems, outages or events beyond their control, or refuse to provide these services or renew our agreements with them on terms acceptable to us or at all, and we are not able to find suitable alternatives, our business may be materially and adversely affected.

We depend on key management, as well as our experienced and capable employees, and any failure to attract, motivate, and retain our employees could harm our ability to maintain and grow our business.

Our future success is significantly dependent upon the continued service of our executives and other key employees. If we lose the services of any member of management or any key personnel, we may not be able to locate a suitable or qualified replacement, and we may incur additional expenses to recruit and train a replacement, which could disrupt our business and growth.

To maintain and grow our business, we will need to identify, attract, hire, develop, motivate, and retain highly skilled employees. This requires significant time, expense, and attention. In addition, from time to time, there may be changes in our management team that may be disruptive to our business. If our management team, including any new hires that we make, fails to work together effectively and to execute our plans and strategies on a timely basis, our business could be harmed. Competition for highly skilled personnel is intense. We may need to invest significant amounts of cash and equity to attract and retain new employees, and we may never realize returns on these investments. Historically, equity awards have been a key component of our employee compensation, and as a result, any decline in the price of our Class A common stock (directly or relative to the stock price of other companies with which we compete for talent) may adversely impact our ability to retain employees or to attract new employees. Additionally, potential changes in U.S. immigration policy may make it difficult to renew or obtain visas for any highly skilled personnel that we have hired or are actively recruiting. Furthermore, our international expansion and our business in general may be materially adversely affected if legislative or administrative changes to immigration or visa laws and regulations impair our hiring processes or projects involving personnel who are not citizens of the country where the work is to be performed. If we are not able to add and retain employees effectively, our ability to achieve our strategic objectives will be adversely affected, and our business and growth prospects will be harmed.

If we do not continue to improve our operational, financial, and other internal controls and systems to manage growth effectively, our business could be harmed.

Our current business and anticipated growth, as well as our entry into new lines of business and our acquisitions, will continue to place significant demands on our management and other resources. In order to manage our growth effectively, we must continue to strengthen our existing infrastructure and operational procedures, enhance our internal controls and reporting systems, and ensure we timely and accurately address issues as they arise. In particular, our continued growth will increase the challenges involved in:

- improving existing and developing new internal administrative infrastructure, particularly our operational, financial, communications, and other internal systems and procedures;
- successfully expanding and implementing internal controls as they relate to our new lines of business and any acquired businesses;
- identifying and mitigating new and developing risks

- installing enhanced management information and control systems; and
- preserving our core values, strategies, and goals and effectively communicating these to our employees worldwide.

These challenges have increased as we shift to a more distributed workforce. If we are not successful in developing and implementing the right processes and tools to manage our enterprise, our ability to compete successfully and achieve our business objectives could be impaired.

These efforts may require substantial financial expenditures, commitments of resources, developments of our processes, and other investments and innovations. As we grow and our business model evolves, we must balance the need for additional controls and systems with the ability to efficiently develop and launch new features for our products and services. However, it is likely that as we grow, we will not be able to launch new features, or respond to customer or market demands as quickly as a smaller, more efficient organization. If we do not successfully manage our growth, our business will suffer.

The metrics we use to measure our business are calculated using internal company data based on the activity we measure on our platforms and may be compiled from multiple systems, including systems that are organically developed or acquired through business combinations. There are inherent challenges and limitations in measuring our business globally at scale, and the methodologies used to calculate our metrics inherently require certain assumptions and judgments. For example, we currently identify a Cash App transacting active as a Cash App account that has at least one financial transaction using any product or service within Cash App during a specified period although certain of these accounts may share an alias identifier with one or more other transacting active accounts (for example, families sharing one alias identifier or one customer with multiple accounts). We regularly review our processes for calculating these metrics, and from time to time we may make adjustments to improve their accuracy or relevance. Further, as our business develops, we may revise or cease reporting metrics if we determine that such metrics are no longer appropriate measures of our performance. If investors, customers or other stakeholders do not believe our reporting metrics accurately reflect our business or they disagree with our methodologies, our reputation may be harmed and our business may be adversely impacted.

Many of our key components are procured from a single or limited number of suppliers. Thus, we are at risk of shortage, price increases, tariffs, changes, delay, or discontinuation of key components, which could disrupt and materially and adversely affect our business.

Many of the key components used to manufacture our products, such as the custom parts of our magstripe reader, come from limited or single sources of supply. In addition, in some cases, we rely only on one manufacturer to fabricate, test, and assemble our products. For example, a single manufacturer assembles our magstripe reader and our contactless and chip reader, as well as manufactures those products' plastic parts with custom tools that we own but that the manufacturer maintains on its premises. The term of the agreement with that manufacturer automatically renews for consecutive one-year periods unless either party provides notice of non-renewal. In general, our contract manufacturers fabricate or procure components on our behalf, subject to certain approved procedures or supplier lists, and we do not have firm commitments from all of these manufacturers to provide all components, or to provide them in quantities and on timelines that we may require. For example, pursuant to a development and supply agreement, a component supplier provides design, development, customization, and related services for components of the magnetic stripe-reading element in some of our products. The term of the agreement renews for consecutive one-year periods unless either party provides notice of non-renewal. Similarly, a component provider develops certain application-specific integrated circuits for our products pursuant to our designs and specifications. The term of our agreement with this provider renews for successive two-year terms unless either party provides notice of non-renewal.

Due to our reliance on the components or products produced by suppliers such as these, we are subject to the risk of shortages and long lead times or other disruptions in the supply of certain components or products. Our ongoing efforts to identify alternative manufacturers for the assembly of our products and for many of the single-sourced components used in our products may not be successful. In the case of off-the-shelf components, we are subject to the risk that our suppliers may discontinue or modify them, or that the components may cease to be available on commercially reasonable terms, or at all. We have in the past experienced, and may in the future experience, component shortages or delays or other problems in product assembly, and the availability of these components or products may be difficult to predict. For example, our manufacturers may experience temporary or permanent disruptions in their manufacturing operations due to equipment breakdowns, labor strikes or shortages, natural disasters, the occurrence of a contagious disease or illness, component or material shortages, cost increases, acquisitions, insolvency, bankruptcy, business shutdowns, trade restrictions, changes in legal or regulatory requirements, or other similar problems.

Additionally, various sources of supply-chain risk, including strikes or shutdowns at delivery ports or loss of or damage to our products while they are in transit or storage, intellectual property theft, losses due to tampering, third-party vendor issues with quality or sourcing control, failure by our suppliers to comply with applicable laws and regulation, potential tariffs or other trade restrictions, or other similar problems could limit or delay the supply of our products or harm our reputation. In the event of a shortage or supply interruption from suppliers of these components, we may not be able to develop alternate sources quickly, cost-effectively, or at all. Any interruption or delay in manufacturing, component supply, any increases in component costs, or the inability to obtain these parts or components from alternate sources at acceptable prices and within a reasonable amount of time, would harm our ability to provide our products to sellers on a timely basis or impact our cost of goods sold. This could harm our relationships with our sellers, prevent us from acquiring new sellers, and materially and adversely affect our business.

Some of our hardware devices manufactured in China are subject to 25% tariffs when imported to the United States, while some other hardware devices are subject to tariffs at 7.5%. These tariffs negatively affect the gross margin on the impacted products, which only partially has been offset by adjustments to the prices of some of the affected products. Any future tariffs and actions related to items imported from China or elsewhere could also negatively impact our gross margin on the impacted products, and increases in our pricing as a result of tariffs would reduce the competitiveness of our products if our competitors do not make similar pricing adjustments. The impact of any increased or new tariffs or other trade restrictions could have a material and adverse effect on our business, financial condition, and results of future operations.

Our business could be harmed if we are unable to accurately forecast demand for our products and to adequately manage our product inventory.

We invest broadly in our business, and such investments are partially driven by our expectations of the future success of a product. Our ability to accurately forecast demand for our products could be affected by many factors, including an increase or decrease in demand for our products or for our competitors' products, and changes in general market or economic conditions.

If we underestimate demand for a particular product, our contract manufacturers and suppliers may not be able to deliver sufficient quantities of that product to meet our requirements, and we may experience a shortage of that product available for sale or distribution. If we overestimate demand for a particular product, we may experience excess inventory levels for that product and the excess inventory may become obsolete or out-of-date. Excess inventory may also result in inventory write-downs or write-offs and sales at further discounted prices, which could negatively impact our gross profit and our business.

Our services must integrate with a variety of operating systems, and the hardware that enables merchants to accept payment cards must interoperate with third-party mobile devices utilizing those operating systems. If we are unable to ensure that our services or hardware interoperate with such operating systems and devices, our business may be materially and adversely affected.

We are dependent on the ability of our products and services to integrate with a variety of operating systems, as well as web browsers, that we do not control. Any changes in these systems that degrade the functionality of our products and services, impose additional costs or requirements on us, or give preferential treatment to competitive services, including their own services, could materially and adversely affect usage of our products and services. In addition, we rely on app marketplaces, such as the Apple App Store and Google Play, to drive downloads of our mobile apps. Apple, Google, or other operators of app marketplaces regularly make changes to their marketplaces, and those changes may make access to our products and services more difficult. In the event that it is difficult for our customers to access and use our products and services, our business may be materially and adversely affected. Furthermore, Apple, Google, or other operators of app marketplaces regularly provide software updates, and such software updates may not operate effectively with our products and services, which may reduce the demand for our products and services, result in dissatisfaction by our customers, and may materially and adversely affect our business.

In addition, Square hardware interoperates with wired and wireless interfaces to mobile devices developed by third parties. For example, the current versions of Square's magstripe reader plug into an audio jack or a Lightning connector. The use of these connection types could change, and such changes and other potential changes in the design of future mobile devices could limit the interoperability of our hardware and software with such devices and require modifications to our hardware or software. If we are unable to ensure that our hardware and software continue to interoperate effectively with such devices, if doing so is costly, or if existing merchants decide not to utilize additional parts necessary for interoperability, our business may be materially and adversely affected.

Our TIDAL business depends upon maintaining complex licenses with copyright owners, and it is difficult to estimate the amount payable under our license agreements.

Under TIDAL's license agreements and relevant statutes, we must pay all required royalties to record labels, music publishers, and other copyright owners in order to stream, distribute, and display content. The determination of the amount and timing of such royalty payments is complex and subject to a number of variables, including the type of content accessed, the country in which it is accessed, the service tier such content is streamed on, the identity of the license holder to whom royalties are owed, the current size of our subscriber base, the applicability of any most favored nations provisions, and any applicable fees, waivers, and discounts, among other variables. We may underpay/under-accrue or overpay/over-accrue the royalty amounts payable to record labels, music publishers, and other copyright owners. Failure to accurately pay our royalties may damage our business relationships, our reputation, and adversely affect our business, operating results, and financial condition.

Economic, Financial, and Tax Risks

A deterioration of general macroeconomic conditions could materially and adversely affect our business and financial results.

Our performance is subject to economic conditions and their impact on levels of spending by businesses and individuals. Most of the sellers that use our services are small businesses, many of which are in the early stages of their development, and these businesses are often disproportionately adversely affected by economic downturns and may fail at a higher rate than larger or more established businesses. In particular, inflation and economic uncertainty have impacted and may continue to impact consumer spending in general and at these businesses specifically. Small businesses frequently have limited budgets and limited access to capital, and they may choose to allocate their spending to items other than our financial or marketing services, especially in times of economic uncertainty or in recessions. In addition, if our sellers cease to operate, this may have an adverse impact not only on the growth of our payments services but also on our transaction and advance loss rates, and the success of our other services. For example, if sellers processing payments with Square receive chargebacks after they cease to operate, we may incur additional losses. We serve sellers across a variety of industry verticals and in an economic downturn, certain verticals, particularly those that may be viewed as discretionary by consumers, may be impacted to a greater degree than others, which may harm our business and financial results.

We may experience material and adverse impacts to our business as a result of the uncertainty and volatility in the banking and financial services sectors, deteriorating macroeconomic conditions, including inflation and interest rate increases, availability of credit, bankruptcies or insolvencies of customers, and recession or economic downturn. As a result of economic conditions, the growth in the number of Square sellers qualifying for participation in the Square Loans program may slow, or business loans may be paid more slowly, or not at all. In addition, as we expand our business to offer BNPL products and consumer loan products, such as Cash App Borrow, those customers may also be disproportionately adversely affected by economic downturns, which could negatively impact demand for these offerings or cause loss rates on such products to increase.

Further, our suppliers, distributors, and other third-party partners may suffer their own financial and economic challenges. Such suppliers and third parties may demand pricing accommodations, delay payment, or become insolvent, which could harm our ability to meet end customer demands or collect revenue or otherwise could harm our business. Furthermore, our investment portfolio, which includes U.S. government and corporate securities, is subject to general credit, liquidity, market, and interest rate risks, which may be exacerbated by certain events that affect the global financial markets. If global credit and equity markets decline for extended periods, or if there is a downgrade of the securities within our portfolio, our investment portfolio may be adversely affected and we could determine that our investments have experienced an other-than-temporary decline in fair value, requiring impairment charges that could adversely affect our financial results. Thus, if general macroeconomic conditions deteriorate, our business and financial results could be materially and adversely affected.

We are currently subletting some of our office space. An economic downturn or our work-from-home practices have caused and may in the future cause us to need less office space than we are contractually committed to leasing. We have, and may continue to, incur losses or recognize impairment charges in connection with any unused office space if we are unable to successfully sublease any unused office space, or if we are unable to successfully terminate any of our leasing commitments.

We may not be able to secure financing on favorable terms, or at all, to meet our future capital needs, and our existing credit facility and our senior notes contain, and any future debt financing may contain, covenants that impact the operation of our business and pursuit of business opportunities.

We have funded our operations since inception primarily through debt and equity financings, bank credit facilities, finance lease arrangements, and cash from operations. While we believe that our existing cash and cash equivalents, marketable debt securities, and availability under our line of credit are sufficient to meet our working capital needs and planned capital expenditures, and service our debt, there is no guarantee that this will continue to be true in the future. In the future, we may require additional capital to respond to business opportunities, refinancing needs, business and financial challenges, regulatory surety bond requirements, acquisitions, or unforeseen circumstances and may decide to engage in equity, equity-linked, or debt financings or enter into additional credit facilities for other reasons. We may not be able to secure any such additional financing or refinancing on favorable terms, in a timely manner, or at all. If we are unable to obtain adequate financing or financing on terms satisfactory to us when we require it, our ability to continue to grow or support our business and to respond to business challenges could be significantly limited.

Following our acquisition of Afterpay, we assumed Afterpay's financing arrangements with financial institutions in Australia, New Zealand, the United States and the United Kingdom (collectively, the "Warehouse Facilities"). We use the Warehouse Facilities to partly fund our BNPL platform. The terms of the Warehouse Facilities contain covenants that may be triggered in certain situations (such as non-repayments on consumer borrowings exceeding certain monetary thresholds or key management resigning), which may negatively impact our ability to obtain additional funding under the Warehouse Facilities. If certain events of default occur under the Warehouse Facilities, we may not be able to draw future funding from those Warehouse Facilities or the debt outstanding under the Warehouse Facilities may be accelerated and our business and financial results could be adversely impacted.

Our credit facility contains affirmative and negative covenants, including customary limitations on the incurrence of certain indebtedness and liens, restrictions on certain intercompany transactions, and limitations on dividends and stock repurchases. The indentures pursuant to which our 2026 Senior Notes and 2031 Senior Notes (collectively, the "Senior Notes") were issued contain covenants that restrict or could restrict, among other things, our business and operations. Any debt financing obtained by us in the future could also involve restrictive covenants relating to our capital-raising activities and other financial and operational matters, which may make it more difficult for us to operate our business, obtain additional capital, and pursue business opportunities, including potential acquisitions. Our ability to comply with these covenants may be affected by events beyond our control, and breaches of these covenants could result in a default under our existing credit facility or our senior notes and any future financing agreements into which we may enter. If not waived, these defaults could cause indebtedness outstanding under our credit facility, our Senior Notes, our other outstanding indebtedness, including our 2025 Convertible Notes, 2026 Convertible Notes, and 2027 Convertible Notes (collectively, the "Convertible Notes," and together with the Senior Notes, the "Notes"), and any future financing agreements that we may enter into to become immediately due and payable.

If we raise additional funds through further issuances of equity or other securities convertible into equity, including convertible debt securities, our existing stockholders could suffer dilution in their percentage ownership of our company, and any such securities we issue could have rights, preferences, and privileges senior to those of holders of our Class A common stock.

Changes by any rating agency to our outlook or credit rating could negatively affect the value of both our debt and equity securities and increase our borrowing costs. If our credit ratings are downgraded or other negative action is taken, our ability to obtain additional financing in the future on favorable terms or at all could be adversely affected.

Servicing our Notes may require a significant amount of cash, and we may not have sufficient cash or the ability to raise the funds necessary to settle conversions of the Convertible Notes in cash, repay the Notes at maturity, or repurchase the Notes as required following a fundamental change.

As of June 30, 2023, we had \$1.0 billion outstanding aggregate principal amount of 2025 Convertible Notes, \$575.0 million outstanding aggregate principal amount of 2026 Convertible Notes, \$575.0 million outstanding aggregate principal amount of 2027 Convertible Notes, \$1.0 billion outstanding aggregate principal amount of 2026 Senior Notes, and \$1.0 billion outstanding aggregate principal amount of 2031 Senior Notes.

Prior to December 1, 2024, in the case of the 2025 Convertible Notes; February 1, 2026, in the case of the 2026 Convertible Notes; and August 1, 2027, in the case of the 2027 Convertible Notes; the applicable Convertible Notes are convertible at the option of the holders only under certain conditions or upon occurrence of certain events. If holders of the Convertible Notes of a series elect to convert such Convertible Notes when eligible, we will be required to make cash payments in respect of the Convertible Notes being converted unless we elect to deliver solely shares of our Class A common stock to settle such conversion. We currently expect to settle future conversions of our Convertible Notes solely in shares of our Class A common stock, which has the effect of including the shares of Class A common stock issuable upon conversion of the Convertible Notes of such series in our diluted earnings per share to the extent such shares are not anti-dilutive. We will reevaluate this policy from time to time as conversion notices are received from holders of the Convertible Notes.

In addition, holders of each series of Notes also have the right to require us to repurchase all or a portion of their Notes of such series upon the occurrence of a fundamental change (as defined in the applicable indenture governing the Notes) at a repurchase price equal to 100% of the principal amount of the Convertible Notes to be repurchased, plus accrued and unpaid interest, or at a repurchase price equal to 101% of the principal amount of the Senior Notes to be repurchased, plus accrued and unpaid interest, as applicable. If the Notes of any series have not previously been converted or repurchased, we will be required to repay such Notes in cash at maturity.

Our ability to make required cash payments in connection with conversions of the Convertible Notes, repurchase the Notes in the event of a fundamental change, or to repay or refinance the Notes at maturity will depend on market conditions and our future performance, which is subject to economic, financial, competitive, and other factors beyond our control. We also may not use the cash proceeds we raised through the issuance of the Notes in an optimally productive and profitable manner. Since inception, our business has generated net losses in most quarters, and we may continue to incur significant losses. As a result, we may not have enough available cash or be able to obtain financing at the time we are required to repurchase or repay the Notes or pay cash with respect to the Convertible Notes being converted.

In addition, our ability to repurchase or to pay cash upon conversion or at maturity of the Notes may be limited by law or regulatory authority. Our failure to repurchase Notes following a fundamental change or to pay cash upon conversion of our Convertible Notes (unless we elect to deliver solely shares of our Class A common stock to settle such conversion) or at maturity of the Notes as required by the applicable indenture would constitute a default under such indenture. A default under the applicable indenture or the fundamental change itself could also lead to a default under our credit facility, our other outstanding indebtedness, or agreements governing our future indebtedness and could have a material adverse effect on our business, results of operations, and financial condition. If the payment of our other outstanding indebtedness or future indebtedness were to be accelerated after any applicable notice or grace periods, we may not have sufficient funds to repay such indebtedness and repurchase the Notes or to pay cash upon conversion of the Convertible Notes or at maturity of the Notes.

We are subject to counterparty risk with respect to the convertible note hedge transactions.

In connection with the issuance of each series of our Convertible Notes, we entered into convertible note hedge transactions with certain financial institutions, which we refer to as the "option counterparties." The option counterparties are financial institutions or affiliates of financial institutions, and we will be subject to the risk that one or more of such option counterparties may default under the convertible note hedge transactions. Our exposure to the credit risk of the option counterparties will not be secured by any collateral. If any option counterparty becomes subject to insolvency proceedings, we will become an unsecured creditor in those proceedings with a claim equal to our exposure at that time under the convertible note hedge transaction. Our exposure will depend on many factors but, generally, the increase in our exposure will be correlated to the increase in our Class A common stock market price and in the volatility of the market price of our Class A common stock. In addition, upon a default by any option counterparty, we may suffer adverse tax consequences and dilution with respect to our Class A common stock. We can provide no assurance as to the financial stability or viability of any option counterparty.

Our investments in bitcoin are subject to volatile market prices, impairment, and other risks of loss.

As of June 30, 2023, we have made cumulative investments in bitcoin of \$220.0 million. We may make additional bitcoin purchases in the future. The price of bitcoin has been highly volatile and may continue to be volatile in the future, including as a result of various associated risks and uncertainties. The prevalence of bitcoin is a relatively recent trend, and the long-term adoption of bitcoin by investors, consumers, and businesses remains uncertain. Bitcoin's lack of a physical form, its reliance on technology for its creation, existence, and transactional validation, and its decentralization may subject its integrity to the threat of malicious attacks and technological obsolescence. To the extent the market value of the bitcoin we hold continues to decrease relative to the purchase prices, our financial condition may be adversely impacted.

Moreover, bitcoin currently is considered an indefinite-lived intangible asset under current applicable accounting rules, meaning that any decrease in its market value below our book value for such asset at any time subsequent to its acquisition will require us to recognize impairment charges, whereas we may make no upward revisions for any market price increases until a sale, which may adversely affect our operating results in any period in which such impairment occurs. We have recorded several such impairment charges. If there are future changes in applicable accounting rules that require us to change the manner in which we account for our bitcoin, there could be a material and adverse effect on our financial results and the market price of our Class A common stock.

We are exposed to fluctuations in foreign currency exchange rates.

Following our acquisition of Afterpay, our international operations account for a more significant portion of our overall operations and our exposure to fluctuations in foreign currency exchange rates has increased significantly, which could have a negative impact on our reported results of operations. From time to time, we may enter into forward contracts, options, and/or foreign exchange swaps related to foreign currency exposures that arise in the normal course of our business. These and other such hedging activities may not eliminate our exposure to foreign exchange fluctuations. Moreover, the use of hedging instruments may introduce additional risks if we are unable to structure effective hedges with such instruments.

We may have exposure to greater-than-anticipated tax liabilities, which may materially and adversely affect our business.

We are subject to income taxes and non-income taxes in the United States and other countries in which we transact or conduct business, and such laws and rates vary by jurisdiction. We are subject to review and audit by U.S. federal, state, local, and foreign tax authorities. Such tax authorities may disagree with tax positions we take, and if any such tax authority were to successfully challenge any such position, our financial results and operations could be materially and adversely affected. In addition, we currently are, and expect to continue to be, subject to numerous federal, state, local and foreign tax audits relating to transfer pricing, income, sales and use, value-added ("VAT"), and other tax liabilities. While we have established reserves based on assumptions and estimates that we believe are reasonably sufficient to cover such eventualities, any adverse outcome of such a review or audit could have an adverse impact on our financial position and results of operations if the reserves prove to be insufficient.

Our tax liability could be adversely affected by changes in tax laws, rates, regulations, and administrative practices. For example, various levels of government and international organizations, such as in the United States, the Organisation for Economic Co-operation and Development ("OECD"), and the European Union ("EU"), have increasingly focused on tax reform and any result from this development may create changes to long-standing tax principles, which could adversely affect our effective tax rate. On October 8, 2021, the OECD announced an international agreement with more than 130 countries to implement a new global minimum effective corporate tax rate of 15% for large multinational companies starting in 2023. Additionally, under the agreement, new rules have been introduced that will result in the reallocation of certain profits from large multinational companies to market jurisdictions where customers and users are located. On December 12, 2022, the EU Council unanimously agreed to implement the 15% global minimum tax rate, which EU member countries are required to adopt into their respective tax codes by the end of 2023. Although certain implementation details have yet to be developed and the enactment of these changes has not yet taken effect, these changes may have adverse tax consequences for us.

On August 16, 2022, the Inflation Reduction Act ("IRA") was enacted in the United States, which introduced, among provisions, a new minimum corporate income tax on certain large corporations, an excise tax of 1% on certain share repurchases by corporations, and increased funding for the Internal Revenue Service ("IRS"). Although we do not anticipate the new corporate minimum income tax will currently apply to us, changes in our business and any future regulations or other guidance on the interpretation and application of the new corporate minimum tax, as well as the potential application of the share repurchase excise tax, may result in additional taxes payable by us, which could materially and adversely affect our financial results and operations.

Our income tax obligations are based on our corporate operating structure, including the manner in which we develop, value, and use our intellectual property and the scope of our international operations. The tax authorities of the jurisdictions in which we operate may challenge our methodologies for valuing developed technology or intercompany arrangements. Additionally, tax authorities at the international, federal, state, and local levels are currently reviewing the appropriate tax treatment of companies engaged in internet commerce and financial technology and attempting to broaden the classification and definitions of activities subject to taxation. For example, various states may attempt to broaden the definition of internet hosting, data processing, telecommunications, and other services to capture additional types of activities. These developing changes could affect our financial position and results of operations. In particular, it is possible that tax authorities at the international, federal, state, and local levels may attempt to regulate our transactions or levy new or revised sales and use taxes, VAT, digital services taxes, digital advertising taxes, income taxes, loan taxes, or other taxes relating to our activities, which would likely increase the cost of doing business. New taxes could also create significant increases in internal costs necessary to capture data and collect and remit taxes. Proposed or enacted laws regarding tax compliance obligations could require us to make changes to our infrastructure or increase our compliance obligation. Any of these events could have an adverse effect on our business and results of operations. Moreover, an increasing number of states, the U.S. federal government, and certain foreign jurisdictions have considered or adopted laws or administrative practices that impose obligations for on-demand and streaming services, online marketplaces, payment service providers, and other intermediaries. These obligations may deem parties, such as us, to be the legal agent of merchants and therefore may require us to collect and remit taxes on the merchants' behalf and take on additional reporting and record-keeping obligations. For example, the American Rescue Plan Act of 2021 requires businesses that process payments to report payments for goods and services on Form 1099-K when those transactions total \$600 or more in a year for a given seller, which reporting requirement applies to Square and Cash for Business accounts. The new threshold is currently expected to apply to transactions occurring in 2023, subject to any changes implemented by the IRS. Any failure by us to prepare for and to comply with these and similar reporting and record-keeping obligations could result in substantial monetary penalties and other sanctions, adversely impact our ability to do business in certain jurisdictions, and harm our business.

The determination of our worldwide provision for income and other tax liabilities is highly complex and requires significant judgment by management, and there are many transactions during the ordinary course of business where the ultimate tax determination is uncertain. Although we believe our estimates are reasonable, the ultimate tax outcome may differ from amounts recorded in our financial statements and may materially affect our financial results in the period or periods for which such determination is made.

We have in the past recorded, and may in the future record, significant valuation allowances on our deferred tax assets, which may have a material impact on our results of operations and cause fluctuations in such results.

As of June 30, 2023, we had a valuation allowance for deferred tax assets in the United States and in certain other countries. Our net deferred tax assets relate predominantly to the United States federal and state tax jurisdictions. The need for a valuation allowance requires an assessment of both positive and negative evidence when determining whether it is more likely than not that deferred tax assets are recoverable; such assessment is required on a jurisdiction-by-jurisdiction basis. In making such an assessment, significant weight is given to evidence that can be objectively verified.

We continue to monitor the likelihood that we will be able to recover our deferred tax assets in the future. Future adjustments in our valuation allowance may be required. The recording of any future increases in our valuation allowance could have a material impact on our reported results, and both the recording and release of the valuation allowance could cause fluctuations in our quarterly and annual results of operations.

Legal, Regulatory, and Compliance Risks

Our business is subject to extensive regulation and oversight in a variety of areas, all of which are subject to change and uncertain interpretation.

We are subject to a wide variety of local, state, federal, and international laws, regulations, licensing schemes, and industry standards in the United States and in other countries in which we operate. These laws, regulations, and standards govern numerous areas that are important to our business, and include, or may in the future include, those relating to banking, lending, deposit-taking, cross-border and domestic money transmission, foreign exchange, payments services (such as payment processing and settlement services), cryptocurrency, trading in shares and fractional shares, fraud detection, consumer protection, anti-money laundering, anti-bribery and anti-corruption, escheatment, sanctions regimes and export controls, privacy, data protection and information security, fiscalization and compliance with the Payment Card Industry Data Security Standard, a set of requirements designed to ensure that all companies that process, store, or transmit payment card information maintain a secure environment to protect cardholder data.

These laws, rules, regulations, and standards are enforced by multiple authorities and governing bodies in the United States, including federal agencies, such as the FDIC, the SEC, the Consumer Financial Protection Bureau, and Office of Foreign Assets Control, self-regulatory organizations, and numerous state and local agencies, such as the Utah Department of Financial Institutions. Outside of the United States, we are subject to additional regulators, authorities, and governing bodies. As we expand into new jurisdictions, expand our product offerings in existing jurisdictions, or as laws, regulations, and standards evolve, the number of foreign regulations and regulators, authorities, and governing bodies governing our business will expand as well. For example, in connection with our acquisition of Afterpay we established a secondary listing on the ASX, subjecting us to additional listing requirements. As our business and products continue to develop and expand, we may become subject to additional rules, regulations, and industry standards. We may not always be able to accurately predict the scope or applicability of certain regulations to our business, particularly as we expand into new areas of operations, which could have a significant negative effect on our existing business and our ability to pursue future plans.

Laws, regulations, and standards are subject to changes and evolving interpretations and application, including by means of legislative changes and/or executive orders, and it can be difficult to predict how they may be applied to our business and the way we conduct our operations, particularly as we introduce new products and services and expand into new jurisdictions.

For example, Cash App includes a feature that permits our customers to buy and sell bitcoin. Bitcoin is not widely accepted as legal tender or backed by governments around the world, and it has experienced price volatility, technological glitches, security compromises, and various law enforcement and regulatory interventions. Certain existing laws also prohibit transactions with certain persons and entities, and we have a risk-based program in place to prevent such transactions. Despite this, due to the nature of bitcoin and blockchain technology, we may not be able to prevent all such transactions, and there can be no guarantee that our measures will be viewed as sufficient. The regulation of bitcoin, as well as cryptocurrency and crypto platforms is an evolving area, and we could become subject to additional legislation or regulation in the future. For example, Louisiana's virtual currency regulatory scheme became effective on January 1, 2023 and requires covered entities, such as us, to obtain a license to continue its feature permitting customers to buy and sell bitcoin. It is possible that other states may also issue similar licensing requirements. As another example, the Financial Crimes Enforcement Network ("FinCEN") has issued a proposed rule that would require bitcoin providers like us to keep additional records of and file additional reports to FinCEN of certain bitcoin transaction information. There are substantial uncertainties on how these proposed requirements would apply in practice, and we may face substantial compliance costs to operationalize and comply with these requirements should FinCEN finalize this rule as proposed. If we fail to comply with regulations or prohibitions applicable to us, we could face regulatory or other enforcement actions, potential fines, reputational harm, and other consequences. Further, we might not be able to continue operating the feature in Cash App, at least in current form, or might need to make other changes to our business, our products or our services, which could cause the price of our Class A common stock to decrease.

We are subject to audits, inspections, inquiries, and investigations from regulators, authorities, and governing bodies, as applicable, on an ongoing basis. Although we have a compliance program focused on the laws, rules, regulations, and standards applicable to our business, we have been and may still be subject to audits, inspections, inquiries, investigations, fines, or other actions or penalties in one or more jurisdictions levied by regulators, including federal agencies, state Attorneys General and private plaintiffs who may be acting as private attorneys general pursuant to various applicable laws, as well as those levied by foreign regulators, authorities, and governing bodies. For example, we received inquiries from the Securities and Exchange Commission and Department of Justice shortly after the publication of a short seller report in March 2023. We believe the inquiries primarily relate to the allegations raised in the short seller report. In addition to fines, penalties for failing to comply with applicable rules and regulations could include significant criminal and civil lawsuits, forfeiture of significant assets, increased licensure requirements, revocation of licenses or other enforcement actions. We have been and may be required to make changes to our business practices or compliance programs as a result of regulatory scrutiny. In addition, any perceived or actual failure by us to comply with applicable laws, rules, regulations, and standards could have a significant impact on our reputation as a trusted brand and could cause us to lose existing customers, prevent us from obtaining new customers, require us to expend significant funds to remedy problems caused by breaches and to avert further breaches, and expose us to legal risk and potential criminal and civil liability.

Our business is subject to complex and evolving regulations and oversight related to privacy, data protection, and information security.

We are subject to laws and regulations relating to the collection, use, retention, privacy, protection, security, and transfer of information, including personal information of our employees and customers. As with the other laws and regulations noted above, these laws and regulations may change or be interpreted and applied differently over time and from jurisdiction to jurisdiction, and it is possible they will be interpreted and applied in ways that will materially and adversely affect our business. For example, the European Union’s General Data Protection Regulation (“GDPR”) and similar legislation in the United Kingdom (“U.K.”) impose stringent privacy and data protection requirements and provide for greater penalties for noncompliance of up to the greater of 4% of worldwide annual revenue or €20 million or £17.5 million, as applicable. The GDPR restricts international data transfers from the EU to other jurisdictions unless the rights of the individual data subjects in respect of their personal data is protected by an approved transfer mechanism, or one of a limited number of exceptions applies. The U.K.’s data protection regime contains similar requirements. When transferring personal data from the EU to other jurisdictions, we utilize standard contractual clauses published by the EU Commission (the “SCCs”). On July 16, 2020, the Court of Justice of the European Union (“CJEU”) issued a decision that may impose additional obligations on companies when relying on those SCCs. On July 10, 2023, the European Commission issued its “adequacy decision” for the EU-US Data Privacy Framework, concluding that the DPF ensures U.S. protection of personal data transferred between the countries is comparable to that offered in the EU. These and other developments relating to cross-border data transfer could result in increased costs of compliance and limitations on our customers and us. Additionally, legal or regulatory challenges or other developments relating to cross-border data transfer may serve as a basis for our personal data handling practices, or those of our customers and vendors, to be challenged and may otherwise adversely impact our business, financial condition, and operating results. In the U.K., the Data Protection Act and legislation referred to as the UK GDPR substantially enact the EU GDPR into U.K. law, with penalties for noncompliance of up to the greater of £17.5 million or four percent of worldwide revenues. The European Commission has issued an adequacy decision under the GDPR and the Law Enforcement Directive, pursuant to which personal data generally may be transferred from the EU to the U.K. without restriction, subject to a four-year “sunset” period, after which the European Commission’s adequacy decision may be renewed. During that period, the European Commission will continue to monitor the legal situation in the U.K. and may intervene at any time with respect to its adequacy decision. The UK’s adequacy determination therefore is subject to future uncertainty and may be subject to modification or revocation in the future. We could be required to make additional changes to the way we conduct our business and transmit data between the U.S., the U.K., the EU, and the rest of the world. Further, in addition to the GDPR, the European Commission has a draft regulation in the approval process that focuses on a person’s right to conduct a private life. The proposed legislation, known as the Regulation of Privacy and Electronic Communications (“ePrivacy Regulation”), would replace the current ePrivacy Directive. If adopted, it would carry broad potential impacts on the use of internet-based services and tracking technologies, such as cookies. We expect to incur additional costs to comply with the requirements of the ePrivacy Regulation as it is finalized for implementation. Additionally, on January 13, 2022, the Austrian data protection regulator published a decision ruling that the collection of personal data and transfer to the U.S. through Google Analytics and other analytics and tracking tools used by website operators violates the GDPR. The Dutch, French and Italian data protection regulators have adopted similar decisions. Other data protection regulators in the EU increasingly are focused on the use of online tracking tools. Any of these changes or other developments with respect to EU data protection law could disrupt our business and otherwise adversely impact our business, financial condition, and operating results. In addition, some countries are considering or have enacted legislation addressing matters such as requirements for local storage and processing of data that could impact our compliance obligations, expose us to liability, and increase the cost and complexity of delivering our services.

Likewise, the California Consumer Privacy Act of 2018 (“CCPA”) became effective on January 1, 2020 and was modified by the California Privacy Rights Act (“CPRA”), which was passed in November 2020 and became effective on January 1, 2023. The CCPA and CPRA impose stringent data privacy and data protection requirements relating to personal information of California residents, and provide for penalties for noncompliance of up to \$7,500 per violation. Aspects of the interpretation and enforcement of the CCPA and CPRA remain unclear. More generally, privacy, data protection, and information security continue to be rapidly evolving areas, and further legislative activity has arisen and will likely continue to arise in the U.S., the EU, and other jurisdictions. For example, several states in the U.S. have proposed or enacted laws that contain obligations similar to the CCPA and CPRA that have taken effect or will take effect in coming years. The U.S. federal government also is contemplating federal privacy legislation. The effects of recently proposed or enacted legislation potentially are far-reaching and may require us to modify our data processing practices and policies and to incur substantial costs and expenses in an effort to comply. Further, variances in these laws and regulations or their interpretations may increase our compliance costs.

We have incurred, and may continue to incur, significant expenses to comply with evolving privacy, data protection, and information security standards and protocols imposed by law, regulation, industry standards, shifting consumer expectations, or contractual obligations. Laws and regulations directed at privacy, data protection, and information security, and those that have been applied in those areas, can be challenging to comply with and may be subject to evolving interpretations or applications. In particular, with laws and regulations such as the GDPR in the EU and the CCPA, CPRA, and other laws in the U.S. imposing new and relatively burdensome obligations, and with the interpretation and application of these and other laws and regulations subject to evolving and uncertain interpretation and application, we may face challenges in addressing their requirements and making necessary changes to our policies and practices, and we may incur significant costs and expenses in an effort to do so. Any failure, real or perceived, by us to comply with our privacy, data protection, or information security policies, changing consumer expectations, or with any evolving legal or regulatory requirements, industry standards, or contractual obligations could result in claims, demands, and litigation by private parties, investigations and other proceedings by regulatory authorities, and fines, penalties and other liabilities, may harm our reputation and competitive position, and may cause our customers to reduce their use of our products and services, disrupt our supply chain or third-party vendor or developer partnerships, and materially and adversely affect our business.

We are subject to risks related to litigation, including intellectual property claims, government investigations or inquiries, and regulatory matters or disputes.

We are currently, and may continue to be, subject to claims, lawsuits (including class actions and individual lawsuits), government or regulatory investigations, subpoenas, inquiries or audits, and other actions or proceedings. The number and significance of our legal disputes and inquiries have increased as we have grown larger, as our business has expanded in scope and geographic reach, and as our products and services have increased in complexity, and we expect that we will continue to face additional legal disputes as we continue to grow and expand. We also receive significant media attention, which could result in increased litigation or other legal or regulatory reviews and proceedings. Moreover, legal disputes or government or regulatory inquiries or findings may cause follow-on litigation or regulatory scrutiny by additional parties. These claims, lawsuits, investigations, subpoenas, inquiries, audits and other actions may require significant time and expense even if we are successful in resolving the matter, and the outcomes can be uncertain and unpredictable and may involve material penalties, fines or restrictions on our business.

Some of the laws and regulations affecting the internet, mobile commerce, payment processing, BNPL, bitcoin and equity investing, streaming service, business financing, and employment were not written with businesses like ours in mind, and many of the laws and regulations, including those affecting us have been enacted relatively recently. As a result, there is substantial uncertainty regarding the scope and application of many of the laws and regulations to which we are or may be subject, which increases the risk that we will be subject to claims alleging violations of those laws and regulations. The scope, outcome, and impact of claims, lawsuits, government or regulatory investigations, subpoenas, inquiries or audits, and other proceedings to which we are subject cannot be predicted with certainty. Regardless of the outcome, such investigations and legal proceedings can have a material and adverse impact on us due to their costs, diversion of our resources, and other factors. Plaintiffs may seek, and we may become subject to, preliminary or provisional rulings in the course of litigation, including preliminary injunctions requiring us to cease some or all of our operations. We may decide to settle legal disputes on terms that are unfavorable to us. We have also been accused of having, or may be found to have, infringed or violated third-party copyrights, patents, trademarks, and other intellectual property rights. For example, in December 2021, H&R Block filed a lawsuit against us for trademark infringement following our name change to Block. If any litigation to which we are a party is resolved adversely, we may be subject to an unfavorable judgment that we may not choose to appeal or that may not be reversed upon appeal. We have, from time to time, needed to obtain a license to continue existing practices as a result of changes in law or for which we are found to be in violation of a third-party's rights. We may also need to change, restrict or cease certain practices altogether. If we are required, or choose to enter into, royalty or licensing arrangements, such arrangements may not be available on reasonable terms or at all and may significantly increase our operating costs and expenses. As a result, we may also be required to develop or procure alternative non-infringing technology or discontinue use of technology, and doing so could require significant effort and expense or may not be feasible. In addition, the terms of any settlement or judgment in connection with any legal claims, lawsuits, or proceedings may require us to cease some or all of our operations or to pay substantial amounts to the other party and could materially and adversely affect our business.

As a licensed money transmitter, we are subject to important obligations and restrictions.

We have obtained licenses to operate as a money transmitter (or as other financial services institutions) in the U.S. and in the states where this is required, as well as in some non-U.S. jurisdictions, including but not limited to the EU, the U.K., and Australia. As a licensed money transmitter, we are subject to obligations and restrictions with respect to the investment of customer funds, reporting requirements, bonding requirements, and inspection by state regulatory agencies concerning those aspects of our business considered money transmission. Evaluation of our compliance efforts, as well as the questions of whether and to what extent our products and services are considered money transmission, are matters of regulatory interpretation and could change over time. In the past, we have been subject to fines and other penalties by regulatory authorities due to their interpretations and applications to our business of their respective state money transmission laws. In the future, as a result of the regulations applicable to our business, we could be subject to investigations and resulting liability, including governmental fines, restrictions on our business, or other sanctions, and we could be forced to cease conducting business in certain jurisdictions, be forced to otherwise change our business practices in certain jurisdictions, or be required to obtain additional licenses or regulatory approvals. There can be no assurance that we will be able to obtain any such licenses, and, even if we were able to do so, there could be substantial costs and potential product changes involved in maintaining such licenses, which could have a material and adverse effect on our business.

We are subject to a number of regulatory risks in the BNPL space.

The regulation of BNPL products is evolving, and it is possible that states or countries pass new or additional regulations that could adversely impact the way we operate our BNPL platform. With the geographic expansion of our BNPL platform into new markets, we may also become subject to additional and changing legal, regulatory, tax, licensing, and compliance requirements and industry standards with respect to BNPL products. In addition, the Consumer Financial Protection Bureau (“CFPB”) recently announced plans to regulate companies offering BNPL products. Increased compliance obligations and regulatory scrutiny may negatively impact our revenue and profitability. Any inability, or perceived inability, to comply with existing or new compliance obligations issued by the CFPB or any other regulatory authority, including with respect to BNPL products, could lead to regulatory investigations, or result in administrative or enforcement action, such as fines, penalties, and/or enforceable undertakings and adversely affect us and our results of operations. Regulatory scrutiny or changes in the BNPL space may impose significant compliance costs and make it uneconomical for us to continue to operate in our current markets or for us to expand into new markets.

Our subsidiary Cash App Investing is a broker-dealer registered with the SEC and a member of FINRA, and therefore is subject to extensive regulation and scrutiny.

Our subsidiary Cash App Investing facilitates transactions in shares and fractionalized shares of publicly-traded stock and exchange-traded funds by users of our Cash App through a third-party clearing and carrying broker, DriveWealth LLC (“DriveWealth”). Cash App Investing is registered with the SEC as a broker-dealer under the Exchange Act and is a member of FINRA. Therefore, Cash App Investing is subject to regulation, examination, and supervision by the SEC, FINRA, and state securities regulators. The regulations applicable to broker-dealers cover all aspects of the securities business, including sales practices, use and safekeeping of clients’ funds and securities, capital adequacy, record-keeping, and the conduct and qualification of officers, employees, and independent contractors. As part of the regulatory process, broker-dealers are subject to periodic examinations by their regulators, the purpose of which is to determine compliance with securities laws and regulations, and from time to time may be subject to additional routine and for-cause examinations. It is not uncommon for regulators to assert, upon completion of an examination, that the broker-dealer being examined has violated certain of these rules and regulations. Depending on the nature and extent of the violations, the broker-dealer may be required to pay a fine and/or be subject to other forms of disciplinary and corrective action. Additionally, the adverse publicity arising from the imposition of sanctions could harm our reputation and cause us to lose existing customers or fail to gain new customers.

The SEC, FINRA, and state regulators have the authority to bring administrative or judicial proceedings against broker-dealers, whether arising out of examinations or otherwise, for violations of state and federal securities laws. Administrative sanctions can include cease-and-desist orders, censure, fines, and disgorgement and may even result in the suspension or expulsion of the firm from the securities industry. Similar sanctions may be imposed upon officers, directors, representatives, and employees.

Cash App Investing has adopted, and regularly reviews and updates, various policies, controls, and procedures designed for compliance with Cash App Investing's regulatory obligations. However, appropriately addressing Cash App Investing's regulatory obligations is complex and difficult, and our reputation could be damaged if we fail, or appear to fail, to appropriately address them. Failure to adhere to these policies and procedures may also result in regulatory sanctions or litigation against us. Cash App Investing also relies on various third parties, including DriveWealth, to provide services, including managing and executing customer orders, and failure of these third parties to adequately perform these services may negatively impact customer experience, product performance, and our reputation and may also result in regulatory sanctions or litigation against us or Cash App Investing.

In the event of any regulatory action or scrutiny, we or Cash App Investing could also be required to make changes to our business practices or compliance programs. In addition, any perceived or actual breach of compliance by Cash App Investing with respect to applicable laws, rules, and regulations could have a significant impact on our reputation, could cause us to lose existing customers, prevent us from obtaining new customers, require us to expend significant funds to remedy problems caused by breaches and to avert further breaches, and expose us to legal risk, including litigation against us, and potential liability.

Cash App Investing is subject to net capital and other regulatory capital requirements; failure to comply with these rules could harm our business.

Our subsidiary Cash App Investing is subject to the net capital requirements of the SEC and FINRA. These requirements typically specify the minimum level of net capital a broker-dealer must maintain and also mandate that a significant part of its assets be kept in relatively liquid form. Failure to maintain the required net capital may subject a firm to limitation of its activities, including suspension or revocation of its registration by the SEC and suspension or expulsion by FINRA, and ultimately may require its liquidation. Currently, Cash App Investing has relatively low net capital requirements, because it does not hold customer funds or securities, but instead facilitates the transmission and delivery of those funds on behalf of customers to DriveWealth or back to the applicable customer. However, a change in the net capital rules, a change in how Cash App Investing handles or holds customer assets, or the imposition of new rules affecting the scope, coverage, calculation, or amount of net capital requirements could have adverse effects. Finally, because Cash App Investing is subject to such net capital requirements, we may be required to inject additional capital into Cash App Investing from time to time and as such, we may have liability and/or our larger business may be affected by any of these outcomes.

It is possible that FINRA will require changes to our business practices based on our ownership of Cash App Investing, which could impose additional costs or disrupt our business.

In certain cases, FINRA has required unregistered affiliates of broker-dealers to comply with additional regulatory requirements, including, among others, handling all securities or other financial transactions through the affiliated broker-dealer or conforming all marketing and advertising materials to the requirements applicable to broker-dealers. We do not currently believe that these types of requirements apply to any aspect of our business other than the securities transactions facilitated through the Cash App. It is possible that, in the future, FINRA could require us to comply with additional regulations in the conduct of other activities (i.e., beyond the securities transactions made through the Cash App). If that were to occur, it could require significant changes to our business practices. These and other changes would impose significantly greater costs on us and disrupt existing practices in ways that could negatively affect our overarching business and profitability.

Our subsidiary Square Financial Services is a Utah state-chartered industrial bank, which requires that we serve as a source of financial strength to it and subjects us to potential regulatory sanctions.

On March 1, 2021, Square Financial Services received its deposit insurance from the FDIC and charter approval from the Utah Department of Financial Institutions and became operational. The Federal Deposit Insurance Act requires that we serve as a source of financial strength to Square Financial Services. This means that we are required by law to provide financial assistance to Square Financial Services in the event that it experiences financial distress. In this regard, the FDIC's approval requires that Square Financial Services have initial paid-in capital of not less than approximately \$56 million, and at all times meet or exceed the regulatory capital levels required for Square Financial Services to be considered "well capitalized" under the FDIC's prompt corrective action rules. The regulatory total capital and leverage ratios of Square Financial Services during the first three years of operation may not be less than the levels provided in Square Financial Services' business plan approved by the FDIC. Thereafter, the regulatory capital ratios must be annually approved by the FDIC, and in no event may Square Financial Services' leverage ratio be less than twenty percent, as calculated in accordance with FDIC regulations. If Square Financial Services' total capital or leverage ratios fall below the levels required by the FDIC, we will need to provide sufficient capital to Square Financial Services so as to enable it to maintain its required regulatory capital ratios. If the FDIC were to increase Square Financial Services' capital requirements, it could negatively impact our business and operations and those of Square Financial Services.

The FDIC's approval is also contingent on us maintaining a Capital and Liquidity Maintenance Agreement as well as a Parent Company Agreement. The Capital and Liquidity Maintenance Agreement requires, among other things, that we maintain the leverage ratio of Square Financial Services at a minimum of 20 percent following the first three years of Square Financial Services' operations; maintain a third-party line of credit for the benefit of Square Financial Services acceptable to the FDIC; purchase any loan from Square Financial Services at the greater of the cost basis or fair market value, if deemed necessary by the FDIC or Square Financial Services; and establish and maintain a reserve deposit of \$50 million at an unaffiliated third-party bank that Square Financial Services could draw upon in the event that we fail to provide sufficient funds to maintain Square Financial Services' capital ratios at the required levels. The Parent Company Agreement requires, among other things, that we consent to the FDIC's examination of us and our subsidiaries; limit our representation on Square Financial Services' board of directors to no more than 25 percent; submit a contingency plan to the FDIC that describes likely scenarios of significant financial or operational stress and, if we were unable to serve as a source of financial strength, options for the orderly wind down or sale of Square Financial Services; and engage a third party to review and provide periodic reports concerning the effectiveness of our complaint response system. Jack Dorsey, who is considered our controlling shareholder in this context, also agreed to cause us to perform under these agreements. Should we fail to comply with these obligations, we could be subject to regulatory sanctions. In addition, any failure by Square Financial Services to comply with applicable laws, rules, and regulations could also subject us and Square Financial Services to regulatory sanctions. These sanctions could adversely impact our reputation and our business, require us to expend significant funds for remediation, and expose us to litigation and other potential liability.

Square Financial Services is subject to extensive supervision and regulation, including the Dodd-Frank Act and its related regulations, which are subject to change and could involve material costs or affect operations.

The Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (the "Dodd-Frank Act") effected significant changes to U.S. financial regulations and required rule making by U.S. financial regulators including adding a new Section 13 to the Bank Holding Company Act known as the Volcker Rule. The Volcker Rule generally restricts certain banking entities (such as Square Financial Services) from engaging in proprietary trading activities and from having an ownership interest in or sponsoring any private equity funds or hedge funds (or certain other private issuing entities). The current activities of Square Financial Services have not been and are not expected to be materially affected by the Volcker Rule. Nevertheless, we cannot predict whether, or in what form, any other proposed regulations or statutes or changes to implementing regulations will be adopted or the extent to which the business operations of Square Financial Services may be affected by any new regulation or statute. Such changes could subject our business to additional compliance burden, costs, and possibly limit the types of financial services and products we may offer.

Square Financial Services is also subject to the requirements in Sections 23A and 23B of the Federal Reserve Act and the Federal Reserve Board's implementing Regulation W, which regulate loans, extensions of credit, purchases of assets, and certain other transactions between an insured depository institution (such as Square Financial Services) and its affiliates. The statute and regulation require Square Financial Services to impose certain quantitative limits, collateral requirements, and other restrictions on "covered transactions" between Square Financial Services and its affiliates and requires all transactions be on "market terms" and conditions consistent with safe and sound banking practices.

Our intellectual property rights are valuable, and any inability to protect them could reduce the value of our products, services, and brand.

Our trade secrets, trademarks, copyrights, patents, and other intellectual property rights are critical to our success. We rely on, and expect to continue to rely on, a combination of confidentiality, invention assignment, and license agreements with our employees, consultants, and third parties with whom we have relationships, as well as trademark, trade dress, domain name, copyright, trade secret, and patent rights, to protect our brand and other intellectual property rights. However, various events outside of our control may pose a threat to our intellectual property rights, as well as to our products and services. Effective protection of intellectual property rights is expensive and difficult to maintain, both in terms of application and maintenance costs, as well as the costs of defending and enforcing those rights. The efforts we have taken to protect our intellectual property rights may not be sufficient or effective. Our intellectual property rights may be infringed, misappropriated, or challenged, which could result in them being narrowed in scope or declared invalid or unenforceable. Similarly, our reliance on unpatented proprietary information and technology, such as trade secrets and confidential information, depends in part on agreements we have in place with employees and third parties that place restrictions on the use and disclosure of this intellectual property. These agreements may be insufficient or may be breached, or we may not enter into sufficient agreements with such individuals in the first instance, in either case potentially resulting in the unauthorized use or disclosure of our trade secrets and other intellectual property, including to our competitors, which could cause us to lose any competitive advantage resulting from this intellectual property. Individuals not subject to invention assignment agreements may make adverse ownership claims to our current and future intellectual property. There can be no assurance that our intellectual property rights will be sufficient to protect against others offering products or services that are substantially similar to ours and that compete with our business.

We routinely apply for patents in the U.S. and internationally to protect innovative ideas in our technology, but we may not always be successful in obtaining patent grants from these applications. We also pursue registration of copyrights, trademarks, and domain names in the United States and in certain jurisdictions outside of the United States, but doing so may not always be successful or cost-effective. In general, we may be unable or, in some instances, choose not to obtain legal protection for our intellectual property, and our existing and future intellectual property rights may not provide us with competitive advantages or distinguish our products and services from those of our competitors. The laws of some foreign countries do not protect our intellectual property rights to the same extent as the laws of the United States, and effective intellectual property protection and mechanisms may not be available in those jurisdictions. We may need to expend additional resources to defend our intellectual property in these countries, and the inability to do so could impair our business or adversely affect our international expansion. Our intellectual property rights may be contested, circumvented, or found unenforceable or invalid, and we may not be able to prevent third parties from infringing, diluting, or otherwise violating them. Additionally, our intellectual property rights and other confidential business information are subject to risks of compromise or unauthorized disclosure if our security measures or those of our third-party service providers are unable to prevent cyber-attacks. Unauthorized disclosure or use of our intellectual property rights may also occur if third parties were to breach the licensing terms under which certain of our innovations are offered broadly, including under open source licenses. Furthermore, the growing use of generative AI presents an increased risk of unintentional and/or unauthorized disclosure or use of our intellectual property rights. Significant impairments of our intellectual property rights, and limitations on our ability to assert our intellectual property rights against others, could have a material and adverse effect on our business.

Assertions by third parties of infringement or other violation by us of their intellectual property rights could harm our business.

Third parties have asserted, and may in the future assert, that we have infringed, misappropriated, or otherwise violated their copyrights, patents, and other intellectual property rights. Although we expend significant resources to seek to comply with the statutory, regulatory, and judicial frameworks and the terms and conditions of statutory licenses, we cannot assure you that we are not infringing or violating any third-party intellectual property rights, or that we will not do so in the future, particularly as new technologies such as generative AI impact the industries in which we operate. It is difficult to predict whether assertions of third-party intellectual property rights or any infringement or misappropriation claims arising from such assertions will substantially harm our business, operating results, and financial condition. If we are forced to defend against any infringement or misappropriation claims, whether they are with or without merit, are settled out of court, or are determined in our favor, we may be required to expend significant time and financial resources on the defense of such claims. Legal and regulatory changes in this area may also present uncertainty and risk. For instance, the creation of a common patent court in the European Union creates an opportunity to efficiently resolve such claims in a specialized forum, while also introducing limited operational uncertainty as the court's procedures and processes scale. Regardless of the forum, an adverse outcome of a dispute may require us to pay significant damages, which may be even greater if we are found to have willfully infringed upon a party's intellectual property; cease exploiting copyrighted content that we have previously had the ability to exploit; cease using solutions that are alleged to infringe or misappropriate the intellectual property of others; expend additional development resources to redesign our solutions; enter into potentially unfavorable royalty or license agreements in order to obtain the right to use necessary technologies, content, or materials; indemnify our partners and other third parties; and/or take other actions that may have material and adverse effects on our business, operating results, and financial condition.

Increased scrutiny from investors, regulators, and other stakeholders relating to environmental, social, and governance issues could result in additional costs for us and may adversely impact our reputation.

Investors, regulators, customers, employees and other stakeholders are increasingly focused on environmental, social, and governance ("ESG") matters. Our ESG strategy is focused on four key areas: driving financial inclusion throughout our ecosystem and in our communities, taking climate action for a more resilient and sustainable future, advancing inclusion and diversity across our distributed workplace, and designing corporate governance to promote trust and long-term value, and we publicly report on certain commitments, initiatives, and goals regarding ESG matters in our annual Corporate Social Responsibility Report, on our website, in our SEC filings, and elsewhere. For example, we are committed to increasing the diversity of our workforce and one of our climate change goals is to have net zero carbon for operations by 2030. The implementation of our ESG commitments, initiatives, and goals may require additional investments, and in certain cases, are reliant on third-party verification and/or performance, and we cannot guarantee that we will make progress on our commitments and initiatives or achieve our goals. If we fail, or are perceived to fail, to make such progress or achievements, or to maintain ESG practices that meet evolving stakeholder expectations, or if we revise any of our ESG commitments, initiatives, or goals, our reputation and our ability to attract and retain employees could be harmed, and we may be negatively perceived by investors or our customers. To the extent that our required or voluntary disclosures about ESG matters increase, we could also be criticized or face claims regarding the accuracy, adequacy, or completeness of such disclosures and our reputation could be negatively impacted. In addition, regulatory requirements with respect to carbon emissions disclosures and other aspects of ESG may result in increased compliance requirements on our business and supply chain, and may increase our operating costs.

Risks Related to Ownership of Our Common Stock

The dual class structure of our common stock has the effect of concentrating voting control within our stockholders who held our stock prior to our initial public offering, including many of our employees and directors and their affiliates; this will limit or preclude your ability to influence corporate matters.

Our Class B common stock has ten votes per share, and our Class A common stock has one vote per share. Stockholders who hold shares of Class B common stock, including certain of our executive officers, employees, and directors and their affiliates, held approximately 52.52% of the voting power of our combined outstanding capital stock as of June 30, 2023. Our executive officers and directors and their affiliates held approximately 53.12% of the voting power of our combined outstanding capital stock as of June 30, 2023. Because of the ten-to-one voting ratio between our Class B and Class A common stock, the holders of our Class B common stock collectively hold more than a majority of the combined voting power of our common stock, and therefore such holders are able to control all matters submitted to our stockholders for approval. When the shares of our Class B common stock represent less than 5% of the combined voting power of our Class A common stock and Class B common stock, the then-outstanding shares of Class B common stock will automatically convert into shares of Class A common stock.

Transfers by holders of Class B common stock will generally result in those shares converting to Class A common stock, subject to limited exceptions. Such conversions of Class B common stock to Class A common stock upon transfer will have the effect, over time, of increasing the relative voting power of those holders of Class B common stock who retain their shares in the long term. If, for example, our Class B stockholders retain shares of Class B common stock constituting as little as 10% of all outstanding shares of our Class A and Class B common stock combined, they will continue to control a majority of the combined voting power of our outstanding capital stock.

The market price of our Class A common stock has been and will likely continue to be volatile, and you could lose all or part of your investment.

The market price of our Class A common stock has been and may continue to be subject to wide fluctuations in response to various factors, some of which are beyond our control and may not be related to our operating performance. In addition to the factors discussed in this *Risk Factors* section and elsewhere in this Quarterly Report on Form 10-Q, factors that could cause fluctuations in the market price of our Class A common stock include the following:

- general economic, regulatory, and market conditions, in particular conditions that adversely affect our sellers' business and the amount of transactions they are processing;
- public health crises and related measures to protect the public health;
- sales of shares of our common stock by us or our stockholders;
- issuance of shares of our Class A common stock, whether in connection with an acquisition or upon conversion of some or all of our outstanding Convertible Notes;
- short selling of our Class A common stock or related derivative securities;
- from time to time we make investments in equity that is, or may become, publicly held, and we may experience volatility due to changes in the market prices of such equity investments;
- fluctuations in the price of bitcoin, and potentially any impairment charges in connection with our investments in bitcoin;
- reports by securities or industry analysts, media or other third parties, that are interpreted either negatively or positively by investors, failure of securities analysts to maintain coverage and/or to provide accurate consensus results of us, changes in financial estimates by securities analysts who follow us, or our failure to meet these estimates or the expectations of investors;
- the financial or other projections we may provide to the public, any changes in those projections, or our failure to meet those projections;
- announcements by us or our competitors of new products or services;

- rumors and market speculation involving us or other companies in our industry;
- actual or perceived security incidents that we or our service providers may suffer; and
- actual or anticipated developments in our business, our competitors' businesses, or the competitive landscape generally.

In addition, in the past, following periods of volatility in the overall market and the market price of a particular company's securities, securities class action litigation has often been instituted against these companies. Such litigation, if instituted against us, could result in substantial costs and a diversion of our management's attention and resources.

Our Class A common stock is listed to trade on more than one stock exchange, and this may result in price variations.

Our Class A common stock is listed for trade on the NYSE and as CDIs on the ASX. Dual-listing may result in price variations between the exchanges due to a number of factors. Our Class A common stock is traded in U.S. dollars on the NYSE and our CDIs are traded in Australian Dollars on the ASX. The two exchanges also have differing vacation schedules. Differences in the trading schedules, as well as volatility in the exchange rate of the two currencies, among other factors, may result in different trading prices for our Class A common stock on the two exchanges.

The convertible note hedge and warrant transactions may affect the value of our Class A common stock.

In connection with the issuance of each series of our Convertible Notes, we entered into convertible note hedge transactions with the option counterparties. We also entered into warrant transactions with the option counterparties pursuant to which we sold warrants for the purchase of our Class A common stock. The convertible note hedge transactions are expected generally to reduce the potential dilution to our Class A common stock upon any conversion of the Convertible Notes and/or offset any cash payments we are required to make in excess of the principal amount of converted Convertible Notes, as the case may be. The warrant transactions would separately have a dilutive effect to the extent that the market price per share of our Class A common stock exceeds the strike price of any warrants unless, subject to the terms of the warrant transactions, we elect to cash settle the warrants.

From time to time, the option counterparties or their respective affiliates may modify their hedge positions by entering into or unwinding various derivative transactions with respect to our Class A common stock and/or purchasing or selling our Class A common stock or other securities of ours in secondary market transactions prior to the maturity of the Convertible Notes. This activity could cause or avoid an increase or a decrease in the market price of our Class A common stock.

Anti-takeover provisions contained in our certificate of incorporation, our bylaws, and provisions of Delaware law could impair a takeover attempt.

Our amended and restated certificate of incorporation ("certificate of incorporation"), our amended and restated bylaws ("bylaws"), and Delaware law contain provisions that could have the effect of rendering more difficult, delaying, or preventing an acquisition deemed undesirable by our board of directors and therefore depress the trading price of our Class A common stock.

Among other things, our dual-class common stock structure provides our holders of Class B common stock with the ability to significantly influence the outcome of matters requiring stockholder approval, even if they own significantly less than a majority of the shares of our outstanding shares of common stock. Further, our certificate of incorporation and bylaws include provisions (i) creating a classified board of directors whose members serve staggered three-year terms; (ii) authorizing "blank check" preferred stock, which could be issued by our board of directors without stockholder approval and may contain voting, liquidation, dividend, and other rights superior to our common stock; (iii) limiting the ability of our stockholders to call special meetings; (iv) eliminating the ability of our stockholders to act by written consent without a meeting or to remove directors without cause; and (v) requiring advance notice of stockholder proposals for business to be conducted at meetings of our stockholders and for nominations of candidates for election to our board of directors. These provisions, alone or together, could delay or prevent hostile takeovers and changes in control or changes in our management.

As a Delaware corporation, we are also subject to provisions of Delaware law, including Section 203 of the Delaware General Corporation Law, which prevents certain stockholders holding more than 15% of our outstanding capital stock from engaging in certain business combinations without the approval of our board of directors or the holders of at least two-thirds of our outstanding capital stock not held by such stockholder.

Any provision of our certificate of incorporation, bylaws, or Delaware law that has the effect of delaying or preventing a change in control could limit the opportunity for our stockholders to receive a premium for their shares of our capital stock and could also affect the price that some investors are willing to pay for our Class A common stock.

Our bylaws provide that (1) the Delaware Court of Chancery or another state court or federal court located within the State of Delaware will be the exclusive forum for substantially all disputes between us and our stockholders and (2) the federal district courts of the U.S. will be the exclusive forum for all causes of action arising under the Securities Act, which could limit our stockholders' ability to choose the judicial forum for disputes with us or our directors, officers, or employees.

Our bylaws provide that, unless we consent to the selection of an alternative forum, the Court of Chancery of the State of Delaware (or, if the Court of Chancery of the State of Delaware does not have jurisdiction, another state court in Delaware or federal district court for the District of Delaware) is the exclusive forum for (i) any derivative action or proceeding brought on our behalf; (ii) any action asserting a claim of breach of fiduciary duty owed by any of our directors, officers, or other employees to us or to our stockholders; (iii) any action asserting a claim arising pursuant to the Delaware General Corporation Law, our certificate of incorporation or our bylaws; or (iv) any action asserting a claim governed by the internal affairs doctrine, in all cases subject to the court having jurisdiction over the claims at issue and the indispensable parties. The choice of forum provision will not apply to suits brought to enforce any liability or duty created by the Exchange Act.

Section 22 of the Securities Act creates concurrent jurisdiction for federal and state courts over all Securities Act actions. Accordingly, both state and federal courts have jurisdiction to entertain such claims. To prevent having to litigate claims in multiple jurisdictions and the threat of inconsistent or contrary rulings by different courts, among other considerations, our bylaws also provide that the federal district courts of the United States of America will be the exclusive forum for resolving any complaint asserting a cause of action arising under the Securities Act.

Any person or entity purchasing or otherwise acquiring any interest in any of our securities shall be deemed to have notice of and consented to the foregoing bylaw provisions. Although we believe these exclusive forum provisions benefit us by providing increased consistency in the application of Delaware law and federal securities laws in the types of lawsuits to which each applies, the exclusive forum provisions may limit a stockholder's ability to bring a claim in a judicial forum of its choosing for disputes with us or any of our directors, officers, stockholders, or other employees, which may discourage lawsuits with respect to such claims against us and our current and former directors, officers, stockholders, or other employees. Our stockholders will not be deemed to have waived our compliance with the federal securities laws and the rules and regulations thereunder as a result of our exclusive forum provisions. Further, in the event a court finds either exclusive forum provision contained in our bylaws to be unenforceable or inapplicable in an action, we may incur additional costs associated with resolving such action in other jurisdictions, which could harm our results of operations.

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

Not applicable.

Item 3. Defaults Upon Senior Securities

Not applicable.

Item 4. Mine Safety Disclosures

Not applicable.

Item 5. Other Information***Securities Trading Plans of Directors and Executive Officers***

During the quarterly period ended June 30, 2023, the following officers, as defined in Rule 16a-1(f), adopted or terminated a “Rule 10b5-1 trading arrangement” as defined in Regulation S-K Item 408, as follows:

On May 11, 2023, Ajmere Dale, our Chief Accounting Officer, adopted a Rule 10b5-1 trading arrangement providing for the sale from time to time of an aggregate of up to 6,000 shares of our Class A common stock. The trading arrangement is intended to satisfy the affirmative defense in Rule 10b5-1(c). The duration of the trading arrangement is until August 9, 2024, or earlier if all transactions under the trading arrangement are completed.

On May 18, 2023, Alyssa Henry, Chief Executive Officer of Square, terminated a Rule 10b5-1 trading arrangement providing for the exercise of vested stock options and the associated sale from time to time of an aggregate of up to 339,507 shares of our Class A common stock. The trading arrangement was intended to satisfy the affirmative defense in Rule 10b5-1(c). The duration of the trading arrangement was until May 30, 2024, or earlier if all transactions under the trading arrangement are completed.

No other officers or directors, as defined in Rule 16a-1(f), adopted and/or terminated a “Rule 10b5-1 trading arrangement” or a “non-Rule 10b5-1 trading arrangement,” as defined in Regulation S-K Item 408, during the last fiscal quarter.

Item 6. Exhibits

The documents listed in the Exhibit Index of this Quarterly Report on Form 10-Q are incorporated by reference or are filed with this Quarterly Report on Form 10-Q (numbered in accordance with Item 601 of Regulation S-K).

EXHIBIT INDEX

Exhibit Number	Description	Incorporated by Reference			
		Form	File No.	Exhibit	Filing Date
10.1	Seventh Amendment to Revolving Credit Agreement, dated as of June 9, 2023, among Block, Inc., the lenders party thereto and Goldman Sachs Bank USA, as Administrative Agent.	8-K	001-37622	10.1	June 9, 2023
10.2+*	Master Development and Supply Agreement by and between the Registrant and TDK Corporation, dated as of October 1, 2013.				
10.3+*	Master Manufacturing Agreement by and between the Registrant and Cheng Uei Precision Industry Co., Ltd., dated as of June 27, 2012.				
31.1	Certification of Principal Executive Officer pursuant to Exchange Act Rules 13a-14(a) and 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.				
31.2	Certification of Principal Financial Officer pursuant to Exchange Act Rules 13a-14(a) and 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.				
32.1†	Certifications of Principal Executive Officer and Principal Financial Officer pursuant to 18 U.S.C Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.				
101	The following financial statements from the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2023, formatted in Inline XBRL: (i) Condensed Consolidated Balance Sheets, (ii) Condensed Consolidated Statements of Operations, (iii) Condensed Consolidated Statements of Comprehensive Income (Loss), (iv) Condensed Consolidated Statements of Cash Flows, (v) Condensed Consolidated Statements of Stockholders' Equity, and (vi) Notes to Condensed Consolidated Financial Statements.				
104	Cover Page Interactive Data File, formatted in Inline XBRL (included in Exhibit 101)				

* Filed herewith.

+ Certain portions of this exhibit have been redacted pursuant to Item 601(b)(10)(iv) of Regulation S-K. The Company agrees to furnish supplementally an unredacted copy of the exhibit to the Securities and Exchange Commission upon its request.

† The certifications attached as Exhibit 32.1 that accompany this Quarterly Report on Form 10-Q are deemed furnished and not filed with the Securities and Exchange Commission and are not to be incorporated by reference into any filing of Block, Inc. under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, whether made before or after the date of this Quarterly Report on Form 10-Q, irrespective of any general incorporation language contained in such filing.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

Date: August 3, 2023

BLOCK, INC.

By: /s/ Jack Dorsey

Jack Dorsey

Block Head and Chairperson

(Principal Executive Officer)

By: /s/ Amrita Ahuja

Amrita Ahuja

Chief Financial Officer & Chief Operating Officer

(Principal Financial Officer)

CERTAIN INFORMATION IN THIS EXHIBIT HAS BEEN REDACTED BECAUSE IT IS BOTH (I) NOT MATERIAL AND (II) INFORMATION THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL. [***] INDICATES THAT INFORMATION HAS BEEN REDACTED.

MASTER DEVELOPMENT AND SUPPLY AGREEMENT

This Master Development and Supply Agreement (this “*Agreement*”) is made as of October 1, 2013 (the “*Effective Date*”), by and between Square, Inc., a Delaware corporation with offices at 901 Mission Street, San Francisco, CA 94103 (“*Square*”), and TDK Corporation, a Japan corporation with offices at 3-9-1, Shibaura, Minato-ku, Tokyo, 108-0023 Japan on behalf of itself and its subsidiaries listed in Exhibit C (“*Supplier*”). Square and Supplier are each referred to as a “*Party*” and are collectively referred to as the “*Parties*.”

RECITALS

- A. Supplier is in the business of developing, manufacturing, testing, and selling certain hardware products.
- B. Square and Supplier desire to have Supplier develop, manufacture, test, and sell to Square certain hardware products, subject to and in accordance with the terms and conditions of this Agreement.
- C. The Parties have previously entered into a Letter Agreement for the development, by Supplier for Square, of custom read head product, dated October 9, 2012.

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

1.1 “*Affiliate*” means, with respect to any entity, any other entity that controls, is controlled by or is under common control with such entity, for so long as such control exists. For the purposes of this definition, the word “control” (including, with correlative meaning, the terms “controlled by” or “under the common control with”) means the actual power, either directly or indirectly through one or more intermediaries, to direct or cause the direction of the management and policies of such entity, whether by the ownership of more than fifty percent (50%) of the voting stock of such entity, or by contract or other means. Supplier’s Affiliates are limited to those identified in Exhibit C.

1.2 “*Authorized Individuals*” means Supplier’s and its Affiliates’ employees specifically authorized to perform activities contemplated under this Agreement and acting within the scope of such authorization.

1.3 “*Authorized Purchaser*” means Square’s Affiliate, contract manufacturer or other third party authorized by Square and approved by Supplier to purchase or take delivery from Supplier on behalf or for the benefit of Square, provided that Supplier’s approval will only be withheld in circumstances where the third party is (a) not already an authorized purchaser of Supplier and (b) Supplier reasonably deems such third party a credit risk.

1.4 “*Background Intellectual Property Rights*” means any and all Intellectual Property Rights which (a) prior to the date of the Letter Agreement were owned or controlled by a Party and/or any of its Affiliates (including Intellectual Property Rights in and to the Square Technology, which shall be deemed Square’s Background Intellectual Property Rights); (b) were obtained after the date of the Letter Agreement by a Party and/or its Affiliates through acquisition of such Intellectual Property Rights; or (c) result from independent activities by a Party and/or its Affiliates outside the scope of this Agreement and the Letter Agreement whether or not the subject matter of such Intellectual Property Rights is incorporated into and/or such Intellectual Property Rights cover any Product or development activity under this Agreement.

1.5 “*Bill of Materials*” means the engineering bill of materials for the Development Deliverables or Product approved by Square.

1.6 “*Designs*” means any and all designs, deliverables, drawings, files, or other materials that relate to the fit, finish, appearance, or other ornamental, aesthetic, branding, or look-and-feel aspects of the

Development Deliverables or the Product. For avoidance of doubt, all Intellectual Property Rights in the Designs constitute either Square Background Intellectual Property Rights or Square Owned Foreground Intellectual Property Rights owned by Square.

1.7 “**Development Deliverables**” means the deliverables to be developed and delivered by Supplier to Square or an Authorized Purchaser under the applicable Statement of Work, including prototypes, EVT and DVT.

1.8 “**Development Schedule**” means the schedule set forth in the Statement of Work for the development and delivery of the Development Deliverables.

1.9 “**DVT**” means design verification testing.

1.10 “**Environmental Compliance Failure**” means the failure by Supplier to comply with the environmental requirements set forth in Section 9 of the Agreement.

1.11 “**EVT**” means engineering validation testing.

1.12 “**Excessive Failure**” means that one percent (1%) or more of any lot, batch or other separately distinguishable manufacturing run of Products delivered to Square is found to be defective with the same or similar defects.

1.13 “**Exclusive Technology**” means all Supplier Owned Foreground Intellectual Property Rights conceived, created or developed within the scope of this Agreement or the Letter Agreement that are associated with a read head that is (a) [***] and (b) [***].

1.14 “**Intellectual Property Rights**” means any and all intellectual property rights worldwide arising under statutory or common law or by contract and whether or not perfected, now existing or hereafter filed, issued, or acquired, including without limitation (a) all present and future patents and patent applications and all reissues, divisions, renewals, extensions, continuations and continuations-in-part thereof; (b) inventions, invention disclosures, improvements, trade secrets, manufacturing processes, test and qualification processes, technical designs, compositions, formulae, models, schematics, proprietary information, know-how, technology, technical data and mask works, and all documentation relating to any of the foregoing; (c) registered and unregistered copyrights (without limitation copyright on designs, software, both source and object code, mask works, and all derivative works thereof), copyright registrations and applications therefore; (d) industrial designs and any registrations and applications therefore; and (e) any other form of intellectual property protection afforded by law which otherwise arises or is enforceable under the laws of any jurisdictions or any bilateral or multi-lateral treaty regime.

1.15 “**Letter Agreement**” means the Letter Agreement between the Parties dated October 9, 2012.

1.16 “**Materials Lead Time**” means the minimum amount of time for Supplier to place each respective raw material or component purchase order as set forth in the agreement between Supplier and the applicable third-party vendor to meet original on time delivery for the Products.

1.17 “**Non-Public Products**” means (a) the Development Deliverables and (b) any products (including, without limitation, the Product) that have not been publicly announced by Square.

1.18 “**NRE Costs**” means the out-of-pocket costs incurred by Supplier to purchase and/or manufacture Tooling as set forth in the applicable Statement of Work, without any mark-up. For clarity, no fees will be payable to Supplier for the performance of development, design or customization services under this Agreement.

1.19 “**Order Lead Time**” means the minimum amount of time (set forth in the applicable Statement of Work) between the date on which a Purchase Order is received by Supplier and the date on which the relevant Product is delivered to the shipping location designated by Square or an Authorized Purchaser.

1.20 “**Product**” means the product to be manufactured by Supplier on behalf of and for Square and supplied to Square or an Authorized Purchaser under this Agreement.

- 1.21 “**Production Date**” means the date on which Supplier begins manufacturing the Product for Square after Square has approved and qualified the Product.
- 1.22 “**Purchase Orders**” means purchase orders issued by Square or an Authorized Purchaser to Supplier in accordance with the terms of this Agreement.
- 1.23 “**Qualification Date**” means the date on which the Product has conformed to Square defined specifications, requirements, and quality standards by passing development phases of engineering validation and testing, development validation and testing, and production validation and testing, and Square approves Supplier as a qualified vendor to produce the Product for Square.
- 1.24 “**Replacement Product**” means any Products provided by Supplier to replace any Products that fail to conform to Supplier’s representations and warranties set forth in Sections 8.1(e) or (f).
- 1.25 “**ROHS**” means the EU Directive 2002/95/EC on the Restriction of Hazardous Substances.
- 1.26 “**Safety Risk**” means a risk of serious bodily injury or property damage.
- 1.27 “**Service Units**” means Replacement Products, spare parts and service modules for Products.
- 1.28 “**Specifications**” means the specifications detailing functions, capabilities, and features of the Development Deliverables or the Product referenced in or created pursuant to an applicable Statement of Work. For avoidance of doubt, all Intellectual Property Rights in the Specifications constitute either Square Background Intellectual Property Rights or Square Owned Foreground Intellectual Property Rights owned by Square.
- 1.29 “**Square Owned Foreground Intellectual Property Rights**” means all Intellectual Property Rights conceived, created or developed jointly by the Parties or solely by Square within the scope of this Agreement or the Letter Agreement. Square Owned Foreground Intellectual Property Rights do not include either Party’s Background Intellectual Property Rights or Supplier Owned Foreground Intellectual Property Rights.
- 1.30 “**Square Technology**” means any software, schematics, specifications, net lists, microcode, designs, techniques, or other technology or property supplied by Square to Supplier for use in the Design or otherwise incorporated in the Development Deliverables or the Product. For avoidance of doubt, all Intellectual Property Rights in the Square Technology constitute Square Background Intellectual Property Rights.
- 1.31 “**Square Tooling**” means all Tooling for which NRE Costs are set forth under the applicable Statement of Work.
- 1.32 “**Statement of Work**” means a written statement of work, mutually agreed upon and executed by the Parties, that: (a) specifically references this Agreement; (b) identifies the particular design, development, customization, and/or other services to be provided by Supplier to Square and/or or an Authorized Purchaser in relation to a given Product; and (c) sets forth the Development Schedule and other pertinent details substantially in the form set forth in Exhibit A.
- 1.33 “**Supplier Controlled Components**” means components (a) uniquely designed by Supplier, (b) sourced through Supplier’s authorized vendor list, or (c) added to the Bill of Materials by Supplier.
- 1.34 “**Supplier Owned Foreground Intellectual Property Rights**” means Intellectual Property Rights conceived, created or developed solely by Supplier within the scope of this Agreement or the Letter Agreement. Supplier Owned Foreground Intellectual Property Rights do not include either Party’s Background Intellectual Property Rights or Square Owned Foreground Intellectual Property Rights.
- 1.35 “**Tooling**” any tooling or equipment used by Supplier to develop the Development Deliverables or manufacture the Product.
- 1.36 “**Warranty Period**” means a period of [***] from the date of shipment of the Products.
- 1.37 “**WEEE**” means the EU Directive 2002/96/EC on Waste Electrical and Electronic Equipment.
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2. DEVELOPMENT

2.1 Design Services. Supplier will provide design, development, customization, and related services (such as prototype manufacturing, testing, and applicable regulatory certification) for the Products, all as set forth in and in accordance with the initial Statement of Work attached hereto as Exhibit A or (where applicable) the Statement(s) of Work for any future project(s) that may be added to this Agreement by mutual agreement of the Parties.

2.2 Delivery. Supplier shall deliver the Development Deliverables to Square or an Authorized Purchaser in accordance with the Specifications and the applicable Statement of Work.

2.3 Tooling Use and Care. Without Square's prior written consent, Supplier shall not at any time use any Square Tooling for the production of goods or products or the performance of services for or on behalf of any third party or for any purposes other than the performance of services or manufacture of Development Deliverables and Products for Square pursuant to this Agreement. Supplier will be responsible for any loss of or damage to Square Tooling while on Supplier's premises or in its control, will maintain any Square Tooling in good condition and repair, and will provide all necessary calibration services for such Square Tooling. Upon Square's request (during or after the term of this Agreement), Supplier will cooperate with Square in all ways reasonably necessary to facilitate the Square directed destruction, delivery, or other disposition of any Square Tooling under this Agreement.

2.4 Acceptance. Square will be entitled to a reasonable time to inspect any Designs, draft Specifications, prototypes, and other deliverables furnished in connection with Supplier's design and development services prior to accepting or rejecting the same in writing. Development Deliverables (and the services associated with those deliverables) will not be considered complete until accepted by Square in writing. In the event that Development Deliverables are not in conformity with the Specifications to which they relate, Supplier shall at its own expense promptly rework such Development Deliverables to conform to the Specifications and resubmit such reworked Development Deliverables to Square within a reasonable time frame specified by Square. These acceptance criteria under Section 2.4 shall apply to any such reworked Development Deliverables.

2.5 Changes. The Statements of Work, Specifications, and Designs are subject to modification only upon written agreement between the Parties. Without limiting the foregoing, Supplier must receive the written approval of Square's authorized representative before making any change that affects the fit, finish, appearance, function, quality, safety or manufacturing location of the Development Deliverables or Product or of any component, part or accessory. If Square requests any change to a Statement of Work, Specification, and/or Design, Supplier will promptly inform Square of any price or schedule impacts associated with the proposed change. Once a proposed change is approved by both Parties in writing, a written document updating the affected Statement of Work, Specifications and/or Design to reflect the approved change shall be exchanged by the Parties.

2.6 Inspection. Square shall have the right, upon reasonable advance notice, during normal business hours to inspect, review, and monitor the services to be provided by Supplier under this Agreement and any completed work, work in progress, components, other deliverables, manufacturing logs and records, and/or Supplier's testing of Development Deliverables or Products, provided that such inspection shall not unreasonably disrupt Supplier's normal business operations.

2.7 Project Managers. Each party shall designate one project manager for each Statement of Work, who shall be responsible for providing decisions relating to such Statement of Work, as well as communicating to each other technical and operational issues regarding the services.

3. PRODUCT SUPPLY

3.1 General. Subject to the terms and conditions of this Agreement, upon successful completion of development phases and Supplier's qualification in accordance with the criteria set forth in the applicable Statement of Work, Supplier will manufacture Products in accordance with the Specifications, and supply Square or an Authorized Purchaser with such Products, and Square or an Authorized Purchaser will purchase Products ordered pursuant to Purchase Orders placed from time to time.

3.2 Procurement. Supplier will manage all material procurement and production planning, including, without limitation, support of procurement for development builds, and will be responsible for placing purchase orders for Square approved third-party components in a timely manner.

4. ORDERING TERMS

4.1 Submission of Purchase Orders. Square or an Authorized Purchaser may order Products by submitting Purchase Orders to Supplier in writing or through electronic transmission. Such Purchase Order shall serve as authorization to Supplier to procure materials, manufacture Product and deliver Product.

4.2 Acceptance of Purchase Orders. Unless otherwise specified under an applicable SOW, Supplier will accept all Purchase Orders submitted by Square or an Authorized Purchaser within [***] of receipt. Supplier will only reject a Purchase Order for Products if the number of Products ordered exceeds the number forecasted in the then current Forecast by more than the applicable percentages set forth in Section 5.2 or in the applicable SOW, or if the Purchase Order does not conform with the terms of this Agreement.

4.3 No Conflicting Terms. The Parties will mutually agree on Purchase Order terms. Any terms and conditions contained in either Party's documents that are inconsistent with or in addition to the terms and conditions of this Agreement or Purchase Orders are hereby rejected and will be deemed null and of no effect.

4.4 Cancellation and Rescheduling. Square or an Authorized Purchaser may cancel or change the scheduled delivery date of any accepted Purchase Order as follows:

(a) Outside of the Order Lead Time, Square or an Authorized Purchaser may cancel or modify a Purchase Order and/or change the scheduled delivery date at any time at no cost.

(b) Within the Order Lead Time, Square or an Authorized Purchaser may cancel or modify a Purchase Order and/or change the scheduled delivery date provided such action conforms with the requirements of Section 5.2 (Capacity Flexibility). Upon receipt of notice of cancellation, Supplier will immediately stop all work in progress associated with such cancelled Purchase Order. Within three (3) business days of receipt of any notice of cancellation or modification, Supplier will provide an itemized list of all work in progress and, if such cancellation or modification is within the Materials Lead Time and results in Supplier having excess materials, Supplier will include an itemized list of any such excess materials. Square agrees to compensate Supplier according to the liability schedule in the SOW.

4.5 Supply Constraint. If Supplier's ability to supply Products in accordance with the then-current Forecast is constrained for any reason, Supplier agrees that Supplier will work in good faith to address concerns of Square or Authorized Purchaser. In this circumstance, Supplier will (a) allocate the constrained material or resource so that Supplier is able to fulfill Square's Purchase Orders on at least a pro rata basis of the constrained material or resource, and (b) immediately escalate the issue to both parties' management for the purpose of resolving the supply constraint.

5. FORECASTS

5.1 Rolling Forecast. Square or its Authorized Purchasers will provide Supplier on a monthly basis with a rolling [***] forecast of its anticipated orders for each Product (each, a "**Forecast**"). Square and Supplier acknowledge and agree that: (a) each such Forecast is a good faith estimate of Square's anticipated orders for Products based on information then available to Square and that Square is providing such Forecasts only as an accommodation to Supplier; and (b) Forecasts do not constitute a binding order or commitment of any kind by Square to purchase Products. Within three (3) business days of receipt of a Forecast, Supplier will respond, confirming supply of the Products available to meet the Forecast. Supplier agrees to confirm subsequent Forecasts with respect to each week of the Forecast to the extent that: (i) the subsequent Forecast does not exceed the previous Forecast for the same week by more than the applicable percentage set forth in Section 5.2, and if any, in the applicable SOW; or (ii) if no previous Forecast exists for a week, the subsequent Forecast does not exceed the last week forecasted in the prior Forecast by more than the applicable percentage set forth in Section 5.2, and if any, in the applicable SOW. If Supplier does not respond regarding supply of the Products within three (3) business days, the Forecast is deemed accepted by Supplier.

5.2 Capacity Flexibility. Subject to any provisions as may be set forth in an SOW, Supplier will, at all times, maintain sufficient manufacturing capacity to be able to meet up to a [***] increase per [***] in Square's demand for the Products over the quantities stated in Square's most recent Forecast, up to a maximum of a [***] increase over any three (3) month period, as per the following schedule: [***]

6. PRODUCT DELIVERY

6.1 Shipping Requirements. Unless otherwise expressly specified in a Purchase Order by Square or an Authorized Purchaser, Supplier will ensure that the Products are packaged in a manner that is: (a) in accordance with good commercial practice; (b) acceptable to common carriers for shipment; and (c) adequate to ensure safe arrival of the Products at the delivery location designated in the applicable Purchase Order. Supplier will mark all containers and packaging with commercially standard lifting, handling and shipping information. Each shipment will be accompanied by a packing slip that sets forth the part numbers and quantities and the applicable Purchase Order number(s).

6.2 Shipment of Products. Supplier will ship the Products in accordance with [***]. In addition to Supplier's obligations under Section 6.1, Supplier will be responsible for arranging all necessary transportation, packaging, insurance, and customs clearance and export documentation, as applicable, and for pre-payment of all costs and charges related thereto (collectively, "**Shipping Costs**"). Supplier will bear all risk of loss or damage to the Products and will retain title to the Products until the Products are delivered to the delivery location designated in the applicable Purchase Order. Square or an Authorized Purchaser may redirect shipments of any Goods under any Purchase Order to alternate locations. If Square redirects shipment it will pay any additional shipping charges.

6.3 Acceptance. Square or an Authorized Purchaser will have a period of [***] following delivery of the Products in accordance with Section 6.2 to notify Supplier of any discrepancies in the shipment quantity. Square or an Authorized Purchaser will have a period of [***] following delivery of the Products in accordance with Section 6.2 to test and inspect the Products and to notify Supplier of: (a) any nonconformities of the Product with the applicable Specifications; or (b) any defects in material or workmanship. Square or an Authorized Purchaser will notify Supplier in writing of its acceptance or rejection of any portion of any delivery of the Products prior to the expiration of such [***] period.

6.4 Delay in Shipment. The Parties acknowledge and agree that failure to meet the design, development, and delivery schedule specified in any Statement of Work or Purchase Order may cause substantial financial loss to Square. Supplier will promptly notify Square and its Authorized Purchaser in writing of any anticipated delay in meeting the delivery dates specified in the applicable Statement of Work or Purchase Order stating the reasons for the delay, and, where requested by Square or the Authorized Purchaser, use priority freight shipping at Supplier's sole cost. In the event that Supplier has not delivered the Products more than [***] after such delivery dates then, Square or its Authorized Purchaser may cancel the Purchase Order and procure substitute products and receive from Supplier payment equal to the difference between: (a) the purchase price of the applicable Products; and (b) the purchase price of the substitute products plus Shipping Costs. Any amounts due shall be, at Square's election, either (i) credited to Square or its Authorized Purchaser against any outstanding or future purchase orders hereunder or (ii) paid by Supplier to an Authorized Purchaser within [***] of issuance of an invoice from Square or such Authorized Purchaser. Supplier shall not be liable for delays caused by acts beyond Supplier's control, including fire, flood, earthquake, accident, hazard, strike, labor conditions, or terrorist activity. Supplier shall notify Square in writing if it anticipates any delay, stating the reason for the delay and expediting the delivery at its own cost. In any such event the date of delivery shall be correspondingly increased or extended.

6.5 Product Returns. If Square or an Authorized Purchaser rejects a delivery of Products pursuant to the acceptance provisions of Section 6.3 or if Square or an Authorized Purchaser desires to return a Product to Supplier pursuant to the warranty provisions of this Agreement, then Square or an Authorized Purchaser will, in each instance, first obtain a Return Material Authorization ("**RMA**") number from Supplier and will use reasonable efforts to return such Products to Supplier in accordance with Supplier's RMA procedure. Supplier will be responsible for and will pay all Shipping Costs incurred by Square in connection with shipping such Products to Supplier and as well as for any Shipping Costs for shipping replacement Products to Square or an Authorized Purchaser. Notwithstanding the foregoing, if Product is determined by Supplier and Square (after review of Supplier's failure analysis) not to be defective, Product will be returned to Square or Authorized Purchaser at its cost and the party will be invoiced for Product.

7. PRICING AND PAYMENT TERMS

7.1 Prices and Fees.

(a) Square or an Authorized Purchaser will pay for Development Deliverables the price set forth in the applicable Statement of Work.

(b) Square or an Authorized Purchaser will pay the NRE Costs as set forth in the applicable Statement of Work.

(c) Square or an Authorized Purchaser will pay for Products at the product unit price set forth in the applicable Statement of Work or as agreed upon by both Parties.

(d) Except for amounts due pursuant to a Purchase Order or Statement of Work, Square or any Authorized Purchaser will not be responsible for any costs in connection with the ordering and purchase of any Development Deliverables or Products.

7.2 Payment Terms.

(a) For all Product delivered under this Agreement, Supplier will issue an invoice to Square or the Authorized Purchaser on the date that Supplier ships the Products to Square or the Authorized Purchaser and, unless Square or the Authorized Purchaser rejects a shipment of the Products (or a portion of a shipment) in accordance with the provisions of Section 6.3 or otherwise disputes an invoice, Square or the Authorized Purchaser will pay such undisputed invoices within [***] following Square's or the Authorized Purchaser's receipt thereof.

(b) Payment terms for any NRE Costs will be as set forth the applicable Statement of Work; provided that if the Statement of Work does not specify applicable payment terms, undisputed amounts will be due [***] following Square's or the Authorized Purchaser's receipt of Supplier's applicable invoice, which invoice will not be issued until completion of the deliverable or other milestone or task associated with such fees.

(c) Supplier must provide supporting documentation to Square for any disputed invoice within [***] after receiving any such notice. If a correction is warranted, Square will pay the corrected amount within [***] after receipt of the corrected invoice, or if the correction is reflected on the next regular invoice, within [***] after the date of that invoice. While the Parties work to resolve good-faith disputes under this section, neither party will be deemed to be in breach of this Agreement.

7.3 Quality. Supplier shall manufacture Products at an outgoing quality level of [***], and at an annualized failure rate of less than [***]. Supplier shall also work toward [***] through continuous process improvement. If outgoing quality level is higher than [***] after production, the parties will discuss and mutually agree on acceptable failure rates and other recourse.

7.4 Taxes. Square or the Authorized Purchaser will pay all taxes and duties that are assessed by any national, federal, state or local governmental authority on Square's or the Authorized Purchaser's purchase of the Products, including, without limitation, sales, use, excise, value-added and withholding taxes, but excluding any taxes based on Supplier's income or gross receipts (collectively, "*Taxes*"). Notwithstanding the foregoing, Square or the Authorized Purchaser will have no obligation to pay any such Taxes to the extent Square or the Authorized Purchaser timely provides Supplier with a valid tax exemption resale certificate or other similar document.

8. **WARRANTY**

8.1 Representations and Warranties. Supplier represents and warrants that:

(a) Supplier has the complete power and authority to enter into this Agreement, to carry out its obligations under this Agreement, and to grant the rights and licenses granted to Square and any Authorized Purchaser under this Agreement;

(b) on the date delivered to Square or an Authorized Purchaser, the Products (including any replacement Products delivered to Square or an Authorized Purchaser pursuant to Section 8.2) will be new;

(c) on the date delivered to Square or an Authorized Purchaser, Square or the Authorized Purchaser will acquire good title to the Products, free and clear of all security interests, liens and other encumbrances;

(d) for the Warranty Period, the Products will be free from defects in materials or workmanship and will comply with the Specifications;

(e) the Products are and will be safe, are non-toxic, present no abnormal hazards to persons or their environment, comply with all applicable environmental and safety laws and regulations and may be disposed of without special precautions; and

(f) the Product is custom developed by Supplier for Square, and Supplier shall not develop, distribute, license, sell, or otherwise transfer the Product to any third parties other than in accordance with this Agreement.

The representations and warranties set forth in this Section 8.1 will survive inspection, acceptance and payment.

8.2 Remedies. If any Products fail to conform to Supplier's representations and warranties set forth in Sections 8.1(d) or (e), then Supplier will, at its expense, replace such nonconforming Products. Replacement Products supplied by Supplier under this Section 8.2 will be warranted for the period of time remaining in the original warranty for the Product. The return provisions of Section 6.6 will apply to Square's or the Authorized Purchaser's return of nonconforming Products to Supplier under this Section 8.2.

LIABILITY UNDER THIS WARRANTY SHALL BE LIMITED, AT SUPPLIER'S OPTION, TO THE REPLACEMENT OR REPAIR OF ANY DEFECTIVE PRODUCT. RESULTS OF ORDINARY WEAR AND TEAR, IMPROPER OPERATION OR MAINTENANCE, OR USE OF CORROSIVE OR ABRASIVE MATERIALS SHALL NOT BE CONSIDERED A DEFECT IN MATERIAL OR WORKMANSHIP. THE WARRANTY HEREIN CONTAINED IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8.3 Service Units Inventory. Supplier will, at Supplier's expense, provide an inventory of Service Units in accordance with the applicable SOW.

9. QUALITY AND SAFETY REQUIREMENTS

9.1 Requirements and Qualifications. Supplier will comply with the quality, safety and regulatory requirements as set forth in the applicable Statement of Work, or in the absence of such requirements, with good commercial practice and applicable law.

9.2 Testing Requirements. Supplier will test the Development Deliverables and the Products in accordance with the testing requirements as set forth in the applicable Statement of Work, or in the absence of such testing requirements, in a manner sufficient to confirm conformance with all applicable Specifications. Upon Square's or an Authorized Purchaser request, Supplier will provide and ship Development Deliverables and Products to Square or the Authorized Purchaser to be used for testing.

9.3 Environmental Compliance. Supplier will, with respect to the provision of Development Deliverables and Products, and all related processes and materials used in connection therewith, including packaging, comply with: (a) all applicable laws and regulations governing the use, declaration, preparation and marketing of hazardous substances and energy consumption efficiency, including, without limitation, the requirements set forth under the ROHS and WEEE Directives and related national legislation, to the extent applicable to the manufacturing of the Products, and (b) any additional requirements set forth in the applicable Statement of Work.

9.4 Excessive Failure, Environmental Compliance Failure and Safety Risk.

(a) Supplier must notify Square immediately if it has reason to believe that the Products provided under this Agreement may (a) produce an Excessive Failure; (b) produce an Environmental Compliance Failure; or (c) present a Safety Risk.

(b) If there is an Excessive Failure, an Environmental Compliance Failure, or the Products present a Safety Risk, Supplier will:

(i) Promptly (a) dedicate sufficient resources to thoroughly investigate the cause of the defect; (b) perform root cause analysis; and (c) implement any necessary corrective action in consultation with Square;

(ii) Reimburse Square or the Authorized Purchaser for all actual related expenses incurred to respond to such Excessive Failure, Environmental Compliance Failure, or Safety Risk caused by the Products, including the expenses incurred to diagnose any defect, develop tests and remedies for any defects, perform testing, promptly respond to customer inquiries and complaints, promptly replace the Products, and promptly remove and transport the Products to and from Supplier and respectively Square or the Authorized

Purchaser, using overnight or priority freight service if Square, at its sole discretion, deems it appropriate to do so to meet its customers' needs;

(iii) Upon Square's or an Authorized Purchaser request, promptly replace the affected Products, whether or not the applicable Warranty Period has expired.

(c) Exceptions. Supplier will not be liable under this Section 9.4 for an Excessive Failure or a Safety Risk to the extent (i) the Excessive Failure or Safety Risk is primarily attributable to hardware or software designed by Square that could not reasonably have been implemented by Supplier in a way that would have avoided the Excessive Failure or the Safety Risk; or (ii) the Products were subjected to abuse, misuse, negligence, accident, tampering or faulty repair after transfer of title to Square or an Authorized Purchaser at delivery. Square's approval or acceptance of Products will not relieve Supplier of the remedies set forth in this Section 9.4.

(d) Tracking. Supplier must track the date Products are produced and make such information available to Square or the Authorized Purchaser upon Square's or the Authorized Purchaser's request during the term of this Agreement and for [***] after the Products are delivered.

(e) Costs. Except for amounts due pursuant to a Purchase Order or Statement of Work, Square or any Authorized Purchaser will not be responsible for any costs in connection with Supplier's obligations in this Section 9.

10. INDEMNITY

10.1 Supplier Indemnity.

(a) Supplier will, at its expense, indemnify, defend (or settle) and hold harmless Square, and its officers, directors, employees, agents, and Affiliates, and Authorized Purchasers (collectively, the "**Square Indemnitees**") from and against any loss, damage, cost, liability, and expense (including reasonable fees for attorneys and other experts), as incurred, arising out of or resulting from any suit, action, claim or proceeding (each a "**Claim**") brought by a third party against any Square Indemnitees alleging that: (i) any Product or the use or sale thereof by a Square Indemnitee, infringes, misappropriates or violates any third-party Intellectual Property Rights, applicable law and/or regulations, including without limitation any noncompliance in connection with customs brokerage (except to the extent that (A) such infringement, misappropriation, or violation was caused by Square Technology incorporated in the Products at Square's request or Specifications; or that the infringement was caused by the combination of Products delivered hereunder with equipment, devices or software not contemplated in this Agreement, or (B) Square's use of Products delivered hereunder in a manner not contemplated in this Agreement, or (C) modification by Square or an Authorized Purchaser of Products delivered hereunder to the extent such modification is the cause of the Claim); and (ii) the use of any Product results in personal injury, death or tangible or real property damage or loss of use therefrom, including, without limitation, any Claim that alleges a defect in the design, testing or manufacture of a Product, regardless of the legal or statutory bases of the Claim except to the extent that the Claim was caused by Square Technology or improper maintenance or improper modification of the Products by Square or an Authorized Purchaser.

(b) Square agrees to: (i) promptly notify Supplier in writing of any such Claim; (ii) provide Supplier, at Supplier's expense, any assistance reasonably requested by Supplier and necessary for the defense or settlement of such Claim; and (iii) allow Supplier to direct and control the defense or settlement of such Claim, provided, however, that Square reserves the right to retain counsel to participate in any Claim for which indemnification is sought, at Square's expense.

(c) Without limiting Supplier's obligations in Section 10.1(a), if an injunction is issued that limits or prohibits a Square Indemnitee's right to use or sell a Product or, if in Supplier's reasonable opinion, such an injunction is likely to be issued, then Supplier will, at its expense, either: (i) procure for the Square Indemnitee the right to continue to use and sell Product; (ii) replace or modify such Product so that it becomes non-infringing, provided that such modification or replacement does not alter or affect the functionality, use or operation of such Product or the conformity of the Product with the applicable Specifications; or (iii) if the alternatives set forth in (a) and (b) are not commercially feasible, refund to Square any amounts paid for such Product pursuant to this Agreement upon Square's return of such Product to Supplier.

10.2 Square Indemnity.

(a) Square will, at its expense, indemnify, defend (or settle) and hold harmless Supplier, and its officers, directors, employees, agents, and Affiliates (collectively, the "**Supplier Indemnitees**")

from any Claims brought by a third party against any Supplier Indemnitees alleging that any Square Intellectual Property Rights incorporated into the Products at Square's request infringe, misappropriate or violate any third-party Intellectual Property Rights (except to the extent that (i) such infringement, misappropriation, or violation was caused by Supplier Intellectual Property Rights incorporated in the Products; or that the infringement was caused by the combination of Products delivered hereunder with equipment, devices or software not contemplated in this Agreement, or (ii) Supplier or third party use of Products delivered hereunder in a manner not contemplated in this Agreement, or (iii) modification by Supplier or third party of Products delivered hereunder to the extent such modification is the cause of the Claim). Supplier agrees to: (A) promptly notify Square in writing of any such Claim; (B) provide Square, at Square's expense, any assistance reasonably requested by Square and necessary for the defense or settlement of such Claim; and (C) allow Square to direct and control the defense or settlement of such Claim, provided, however, that Supplier reserves the right to retain counsel to participate in any Claim for which indemnification is sought, at Supplier's expense.

(b) If Square has any reason to believe that Square Technology may infringe misappropriate or violate any third-party Intellectual Property Rights, then Square shall so notify Supplier, and Supplier shall, upon receipt of such notice, immediately cease incorporating the Square Technology into the Products and cooperate with Square to identify a workable design-around or other solution acceptable to Square.

11. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT AND EXCEPT FOR LIABILITY ARISING UNDER SECTION 9.4 (EXCESSIVE FAILURE, ENVIRONMENTAL COMPLIANCE FAILURE AND SAFETY RISK), SECTION 10 (INDEMNITY), A BREACH BY EITHER PARTY OF SECTION 12 (CONFIDENTIALITY), OR SUPPLIER'S INFRINGEMENT OR MISAPPROPRIATION OF SQUARE'S INTELLECTUAL PROPERTY RIGHTS, OR FRAUD OR INTENTIONAL OR WILLFUL MISCONDUCT, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR: (A) ANY SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, LOST PROFITS ARISING OUT OF THE USE OR PERFORMANCE OF THE PRODUCTS), EVEN IF SUCH PARTY HAS BEEN ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES; OR (B) ANY DIRECT DAMAGES IN EXCESS OF THE AGGREGATE AMOUNTS PAID BY SQUARE AND ITS AUTHORIZED PURCHASERS TO SUPPLIER HEREUNDER.

WITH THE EXCEPTION OF DAMAGES CAUSED BY BREACH OF CONFIDENTIALITY, FRAUD, OR BY INTENTIONAL OR WILLFUL MISCONDUCT, ALL DAMAGES, INCLUDING THOSE UNDER SECTION 10 (INDEMNITY), WILL BE CAPPED AT AN AMOUNT OF (A) [*] OR (B) THE AGGREGATE AMOUNTS PAID BY SQUARE AND ITS AUTHORIZED PURCHASERS TO SUPPLIER DURING THE [***] PRECEDING THE CLAIM, WHICHEVER IS GREATER.**

12. CONFIDENTIALITY

12.1 **Definition.** "**Confidential Information**" means: (a) all information related to the Development Deliverables and Products, including, without limitation, documentation, drawings, Designs and Specifications; (b) any non-public information of a Party, including, without limitation, any information relating to a Party's technology, techniques, know-how, research, engineering, designs, finances, accounts, procurement requirements, manufacturing, customer lists, business forecasts and marketing plans; (c) any other information of a Party that is disclosed in writing and is conspicuously designated as "Confidential" at the time of disclosure as confidential or that would appear to a reasonable person in light of the circumstances surrounding its disclosure to be confidential; and (d) the specific terms and pricing set forth in this Agreement. Without limitation the foregoing, the Parties acknowledge and agree that the read head Specifications shall be deemed Square Confidential Information

12.2 **Exclusions.** The obligations in Section 12.3 will not apply to the extent that any Confidential Information: (a) is or becomes generally known to the public through no fault of or breach of this Agreement by the receiving Party; (b) was rightfully in the receiving Party's possession at the time of disclosure, without an obligation of confidentiality; (c) is independently developed by the receiving Party without use of the disclosing Party's Confidential Information; or (d) is rightfully obtained by the receiving Party from a third party without restriction on use or disclosure.

12.3 **Obligations.** Neither Party will use the other Party's Confidential Information, except as necessary for the performance of this Agreement, and will not disclose such Confidential Information to any third party, except to those of its employees, agents, Affiliates, and subcontractors that need to know such Confidential Information for the performance of this Agreement, provided that each such permitted recipient is subject to a written agreement that includes binding use and disclosure restrictions that are at least as protective as those set forth herein. Each Party will use all reasonable efforts to maintain the confidentiality of the other Party's Confidential Information in its possession or control, but in no event less than the efforts that it ordinarily uses with respect to its

own confidential information of similar nature and importance. The foregoing obligations will not restrict either Party from disclosing Confidential Information: (a) pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the Party required to make such a disclosure gives reasonable notice to the other Party to enable it to contest such order or requirement; (b) on a confidential basis to its legal or professional financial advisors; (c) as required under applicable securities regulations; or (d) on a confidential basis to present or future providers of venture capital and/or potential private investors in or acquirers of such Party.

12.4 Additional Requirements. Without limiting Section 12.3, Supplier agrees to:

(a) maintain any Non-Public Products in a separate, dedicated, blocked-off area of Supplier's facilities and ensure that only Authorized Individuals have access to such area;

(b) ensure that all parts of Non-Public Products are stored, manufactured and reviewed in secure rooms, and that only Authorized Individuals have access to such rooms;

(c) ensure that all materials used in connection with this Agreement are stored in a secure and protected area to successfully prevent anyone who is not an Authorized Individual from viewing any parts, systems, or plans related to Non-Public Products;

(d) provide, upon Square's request, a separate manufacturing space, including a physical barrier around Square's dedicated production space to keep Products out of view from the rest of the Supplier's factory;

(e) ensure that all Square's or an Authorized Purchaser's business processes disclosed to Supplier are kept in strict confidence and utilized only in fulfillment of this Agreement;

(f) ensure that no name and/or code reference to the Products is in any way visible, including on hard or soft copies of any documents associated with the Product assembly or any fulfillment of this Agreement;

(g) refer to the activities contemplated under this Agreement using internally assigned code names only, with no reference to Square, or an Authorized Purchaser, or Square's or an Authorized Purchaser's products or business.

13. OWNERSHIP & INTELLECTUAL PROPERTY RIGHTS

13.1 Square Intellectual Property Rights. Square retains all right, title and interest in and to the Square Technology and Square Background Intellectual Property Rights. The Development Deliverables and Products are works made for hire to the extent permitted by applicable law. Square shall own all right, title, and interest in and to the Designs, Specifications, Square Tooling, Development Deliverables and Products and all Intellectual Property Rights therein, including without limitation all Square Owned Foreground Intellectual Property Rights (but excluding any Supplier Owned Foreground Intellectual Property Rights and Supplier Background Intellectual Property Rights incorporated therein). If any of the Designs, Specifications, Square Owned Tooling, Development Deliverables, Products or any part thereof do not qualify as works made for hire, Supplier hereby irrevocably transfers and assigns to Square, and agrees to transfer and assign to Square in the future, all right, title and interest that Supplier may at any time have or acquire in or to the foregoing and any Intellectual Property Rights therein, including without limitation any Square Owned Foreground Intellectual Property (but excluding any Supplier Owned Foreground Intellectual Property Rights and Supplier Background Intellectual Property Rights incorporated therein). Supplier agrees to execute any documents reasonably requested by Square to enable Square to secure, register or enforce any Intellectual Property Rights in the foregoing, including without limitation any Square Owned Foreground Intellectual Property Rights.

13.2 Supplier Intellectual Property Rights. Supplier retains all right, title and interest in and to the Supplier Background Intellectual Property Rights. Supplier shall own all right, title and interest in and to the Supplier Owned Foreground Intellectual Property Rights.

13.3 Square License to Supplier. Subject to the terms and conditions of this Agreement, Square hereby grants Supplier a limited, non-exclusive, non-transferable, royalty-free license, without the right to sublicense (except as expressly permitted pursuant to Section 15.1), during the term of this Agreement to use the Square Technology, Square Background Intellectual Property Rights, and Square Owned Foreground Intellectual Property Rights solely internally to perform its obligations under this Agreement. Without limiting the foregoing, Supplier agrees that it shall not (a) develop, distribute, license, sell, or otherwise transfer the Square Owned

Foreground Intellectual Property Rights to any third parties, or (b) use the Square Owned Foreground Intellectual Property Rights for the benefit of any other customer, licensee, or other third party.

13.4 Supplier License to Square. Subject to the terms and conditions of this Agreement, Supplier hereby grants to Square a worldwide, non-exclusive, transferable, royalty-free, sublicenseable, perpetual, irrevocable license under the Supplier Background Intellectual Property Rights and Supplier Owned Foreground Intellectual Property Rights to display, perform, modify, distribute, use, practice, sell, offer to sell, import, exploit, and otherwise dispose of the Development Deliverables and Products and any improved versions, evolutions, or derivatives thereof in any manner.

13.5 Exclusive Technology. Supplier agrees that, for [***] from the Production Date, Supplier shall not (a) develop, distribute, license, sell, or otherwise transfer any Exclusive Technology to any third parties or (b) use the Exclusive Technology for the benefit of any other customer, licensee, or other third party. In the event that Square has not placed a Purchase Order for Supplier to start production of the Product within [***] of the Qualification Date, and Square's failure to place such Purchase Order is due to market dynamics and demand uncertainty, the restrictions in this Section 13.6 will not apply unless otherwise mutually agreed. If Square has either, in Square sole discretion, (1)(A) ordered and taken delivery of at least [***] units of Product during the [***] following the Production Date and (B) agreed to order at least [***] units of Product during the year after the year following the Production Date, or (2)(A) agreed to pay Supplier an amount equal to the cost per unit of Product minus profit multiplied by [***] units (paid in quarterly installments), and (B) agreed to order at least [***] of Product during the year after year following the Production Date, the restriction in the foregoing sentence will continue for [***] year. In the event Square does not fulfill the conditions set forth in the foregoing clauses (1) or (2), the exclusivity period will not continue for [***] year.

13.6 Right of First Refusal. During the Term of this Agreement, if Supplier develops any technology or intellectual property rights outside the scope of this Agreement associated with a read head that is less than [***] and can be used in payment card products or related technology, Square will have right of first offer and refusal to enter into a mutual agreement with Supplier with respect to such technology and intellectual property rights. In accordance with this right of first offer and refusal, Supplier will notify Square of an opportunity to develop a read head that is less than [***] (on the same material terms set forth in this Agreement) and Square will have [***] to accept such opportunity. If Square does not accept the opportunity within [***] following notification, Supplier may enter into such opportunity with a third party. For clarity, if a third party requests Supplier to manufacture a read head outside the scope of this Agreement, Supplier retains the ability to pursue such an opportunity so long as the opportunity does not implicate or use Square's intellectual property.

14. TERM AND TERMINATION

14.1 Term. This Agreement will commence on the Effective Date and will continue in effect for an initial term of three (3) years, unless earlier terminated in accordance with the terms of this Agreement. Following such initial term, this Agreement will automatically renew for successive two (2) year renewal terms unless either Party provides the other Party with notice of non-renewal at least one hundred eighty (180) days prior to the expiration of the initial term or any renewal term.

14.2 Termination for Breach. Without prejudice to any other right or remedy that may be available to it, each Party may terminate this Agreement immediately upon written notice to the other Party if such other Party materially breaches any of its obligations hereunder and fails to cure such breach within a period of thirty (30) days following receipt of written notice of such breach from the terminating Party.

14.3 Termination for Convenience. Square may terminate this Agreement for convenience upon [***] prior written notice to Supplier. Notwithstanding termination under this Section, Square agrees to compensate Supplier according to the liability schedule in the applicable SOW.

14.4 Termination for Financial Reasons. Either Party terminate this Agreement in the event the other Party: (a) seeks the liquidation, reorganization, dissolution or winding up of itself or the composition or readjustment of all or substantially all of its debts; (b) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or of all or substantially all of its assets; (c) makes a general assignment for the benefit of its creditors; (d) commences or has commenced against it a case under the U.S. bankruptcy code; or (e) files a petition for relief or otherwise seeks relief from or readjustment of its debts under any other law relating to bankruptcy, insolvency, reorganization, winding-up or composition or readjustment of debts (including, without limitation, consenting to the entry of an order for relief in an involuntary bankruptcy case against it).

14.5 Effect of Termination.

(a) Unless otherwise specified by Square in writing, upon any termination or expiration of this Agreement, Supplier will continue to process and deliver to Square (or to such other location as indicated on any applicable Purchase Order) any Products ordered pursuant to Purchase Orders transmitted by Square prior to the effective date of any such termination or expiration, except in the case of non-payment by Square where such payment is undisputed and delinquent by more than 90 days and Supplier has given Square 30 days notice of its intent to stop processing and delivering Products.

(b) Upon termination or expiration of this Agreement, other than as a result of a material breach by Supplier, Square will pay Supplier in accordance with the terms of this Agreement for any Products ordered prior to such termination or expiration.

14.6 Survival. The following provisions will survive termination or expiration of this Agreement for any reason: Sections 1 and 6 through 15 as well as any other provisions which should be reasonably understood by their terms as intended to survive termination or expiration.

15. GENERAL

15.1 Subcontracting. Supplier may use third party contractors that have been pre-approved by Square for particular services or materials (“Subcontractors”) that will be obligated to comply with the terms of this Agreement and Supplier will remain responsible for such Subcontractors’ performance. In the event that Supplier seeks to change a third party service or material used for the Product, Supplier must first receive Square’s written approval. Supplier’s use of any Subcontractor will not be deemed a waiver of any rights of Square hereunder nor relieve Supplier of any of its obligations pursuant to this Agreement. Supplier will enter into a written agreement with each Subcontractor that includes terms and conditions no less protective of Square’s proprietary and intellectual property rights than those set forth in this Agreement prior to Supplier permitting any such Subcontractor to perform any obligation hereunder. Supplier will be solely responsible for the payment of all amounts payable to, and the performance of all of Supplier’s obligations for, all such Subcontractors.

15.2 No Exclusivity. This Agreement is non-exclusive. Square will have the right to use and share with third parties the Specifications for building future read heads. Nothing in this Agreement will be construed or deemed to prevent or otherwise inhibit Square’s ability or right to manufacture the Products, whether at Square’s facility or at an alternate or additional third party facility(ies) of Square’s choice. Further, nothing in this Agreement will be construed or deemed to (a) require Square to order any minimum number of units of the Products to be manufactured by Supplier, or (b) prevent or otherwise inhibit Square’s ability or right to design, develop, manufacture, have manufactured, market, use, sell, or distribute any products similar to or derivative of the Products.

15.3 Assignment. Neither Party may assign or transfer this Agreement, in whole or in part, by operation of law or otherwise, without the prior written consent of the other Party except that no consent will be required for (a) Square’s assignment of this Agreement in whole or in part to any Affiliates of Square or (b) a Party’s assignment to a surviving corporation or acquirer in connection with a merger, acquisition, corporate reorganization, or sale of all, or substantially all, of a Party’s assets. Any attempted assignment in violation of this Section will be null and void and of no force or effect. Subject to the foregoing, this Agreement will bind and inure to the benefit of each Party’s permitted successors and assigns.

15.4 Governing Law and Venue. This Agreement will be governed by and construed in accordance with the laws of the State of California, excluding that body of laws known as conflicts of law. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. All legal actions or proceedings arising out of this Agreement will be brought exclusively in the federal or state courts located in the Northern District of California and the parties hereby irrevocably consent to the personal jurisdiction and venue therein.

15.5 Compliance with Laws. Each Party will comply with all laws, regulations and ordinances applicable to such Party in the exercise of its rights and obligations under this Agreement.

15.6 Severability. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, then such provision will automatically be adjusted to the minimum extent necessary in order to comply with the requirements for validity or enforceability, and as so adjusted, will be deemed a provision of this Agreement as though originally included herein. In the event that the provision held invalid or unenforceable is of such a nature that it cannot be so adjusted, such provision will be deemed deleted from this

Agreement as though such provision had never been included herein. In either case, the remaining provisions of this Agreement will remain in full force and effect.

15.7 Non-Waiver. The failure by either Party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision. The waiver of any provision of this Agreement will only be effective if in writing and signed by the Party waiving such provision.

15.8 Notices. All notices, demands, requests and other communications required or permitted under this Agreement will be in writing and will be delivered in person, by nationally recognized courier service, by facsimile or by registered or certified mail (postage prepaid, return receipt requested) and, in all cases, will be deemed to have been duly given or made upon receipt. All such notices, demands, requests and other communications will be delivered to the Parties at the addresses set forth on the first page of this Agreement (or at such other address for a Party as will be specified by like notice).

15.9 Relationship Between the Parties. The relationship between the Parties will be that of independent contractors and nothing in this Agreement is intended to nor will establish any relationship of partnership, joint venture, employment, franchise, agency or other form of legal association between the Parties. Neither Party will have, nor represent to any third party that it does have, any power or authority to bind the other Party or incur any obligations on the other Party's behalf.

15.10 Headings; Construction. Section headings are a matter of convenience and will not be considered part of this Agreement. This Agreement has been negotiated by the Parties, which have had reasonable access to legal counsel. This Agreement will be fairly interpreted in accordance with its terms, without any construction in favor of or against either Party as a result of having drafted any particular provision.

15.11 Remedies. Except as expressly set forth in this Agreement, the exercise by either Party of any of its remedies under this Agreement will be without prejudice to its other remedies under this Agreement or at law or in equity.

15.12 Entire Agreement. This Agreement, including its exhibits and attachments, constitutes the entire and exclusive understanding and agreement between the Parties regarding its subject matter and supersedes any and all previous understandings and agreements, whether written or oral, regarding such subject matter. Any modification or amendment of any provision of this Agreement will be effective only if in writing and signed by duly authorized representatives of both Parties.

15.13 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date by their duly authorized representatives.

SQUARE, INC.

By: /s/ Sarah Friar

Name: Sarah Friar

Title: CFO

Date: Oct 14th 2013

TDK CORPORATION

By: /s/ Shigenao Ishiguro

Name: Shigenao Ishiguro

Title: General Manager Data Storage & Thin Film Technology
Components Business Group

Date: Oct 7, 2013

Exhibit A

Initial Statement of Work

A. Description of Services and Products:

[***] as defined per Specification in Exhibit B.

B. Specification and Requirements (including qualification criteria):

[***]

C. Development Schedule:

Development Deliverable/Milestone	Quantity	Due Date
[***]	[***]	[***]
[***]	[***]	[***]
[***]	[***]	[***]
[***]	[***]	[***]
[***]	[***]	[***]
[***]	[***]	[***]
[***]	[***]	[***]
[***]	[***]	[***]

D. Total NRE Cost and Payment Terms:

[***]

Sample cost: Free of charge for quantities below [***].

E. Product Unit Cost:

Square Part Number	Supplier Part Number	Supplier Specification Number	Volume Per Month	Price for Unit (not to exceed)
[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]	[***]

F. Order Lead Time

[***]

Flexibility table figures are dependent on Supplier's maximum capacity, which will be discussed on a regular basis.

G. Service Unit Inventory

[***]

H. Liability Schedule

Stage	Cancellation Fees
[***]	[***]
[***]	[***]

Exhibit B

Specifications

[under separate cover]

[*]**

CERTAIN INFORMATION IN THIS EXHIBIT HAS BEEN REDACTED BECAUSE IT IS BOTH (I) NOT MATERIAL AND (II) INFORMATION THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL. [***] INDICATES THAT INFORMATION HAS BEEN REDACTED.

MASTER MANUFACTURING AGREEMENT

This Master Manufacturing Agreement (this “*Agreement*”) is made as of June 27, 2012 (the “*Effective Date*”), by and between Square, Inc., a Delaware corporation with offices at 901 Mission Street, San Francisco, CA 94103 (“*Customer*”), and Cheng Uei Precision Industry Co., Ltd., a Taiwan corporation with offices at No. 18 Chung Shan Road, Tu Cheng District, New Taipei City 236, Taiwan, R.O.C. (“*Supplier*”). Customer and Supplier are each referred to as a “*Party*” and are collectively referred to as the “*Parties*.”

RECITALS

A. Supplier is in the business of manufacturing, testing, and selling certain hardware products.

B. Customer and Supplier desire to have Supplier manufacture, test, and sell to Customer certain of Supplier’s hardware products, subject to and in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

1.1 “*Affiliate*” means, with respect to any entity, any other entity that controls, is controlled by or is under common control with such entity, for so long as such control exists. For the purposes of this definition, the word “control” (including, with correlative meaning, the terms “controlled by” or “under the common control with”) means the actual power, either directly or indirectly through one or more intermediaries, to direct or cause the direction of the management and policies of such entity, whether by the ownership of more than fifty percent (50%) of the voting stock of such entity, or by contract or other means.

1.2 “*Authorized Individuals*” means Supplier’s employees specifically authorized to perform activities contemplated under this Agreement and acting within the scope of such authorization.

1.3 “*Bill of Materials*” means the engineering bill of materials for the Products approved by Customer.

1.4 “*Customer-Owned Tooling*” means all Tooling for which NRE Costs are set forth under the applicable Statement of Work.

1.5 “*Customer-Provided Technology*” means any specifications or technology provided by Customer to Supplier under this Agreement.

1.6 “*Deliverables*” has the meaning set forth in Section 2.1.

1.7 “*Environmental Compliance Failure*” means the failure by Supplier to comply with the environmental requirements set forth in Section 9.3 of the Agreement.

1.8 “*Excessive Failure*” means that one percent (1%) or more of any lot, batch or other separately distinguishable manufacturing run of Products delivered to Customer is found to be defective with the same or similar defects resulting from the same root cause.

1.9 “*Intellectual Property Rights*” means copyright rights (including, without limitation, the exclusive right to use, reproduce, modify, distribute, publicly display and publicly perform the copyrighted work), trademark rights (including, without limitation, trade names, trademarks, service marks, and trade dress), patent rights (including, without limitation, the exclusive right to make, use and sell), trade secrets, moral rights, right of publicity, authors’ rights, contract and licensing rights, goodwill and all other intellectual property rights as may exist now or hereafter come into existence and all renewals and extensions thereof, regardless of whether such rights arise under the law of the United States or any other state, country or jurisdiction.

1.10 “**Order Lead Time**” means the minimum amount of time (set forth in the applicable Statement of Work) between the date on which a Purchase Order is received by Supplier and the date for the delivery of the Product to the shipping location designated by Customer, as set forth in such Purchase Order.

1.11 “**Manufacturing Standards**” means the following standards: IPC-A 610, Class 2.

1.12 “**Materials Lead Time**” means the minimum amount of time for Supplier to place each respective raw material or component purchase orders as set forth in the agreement between Supplier and the applicable third-party vendor to meet original on time delivery for the Products.

1.13 “**NRE Costs**” means the out-of-pocket costs incurred by Supplier to purchase and/or manufacture Tooling as set forth in the applicable Statement of Work, without any mark-up. For clarity, no fees will be payable to Supplier for the performance of development, design or customization services under this Agreement.

1.14 “**Non-Public Products**” means any Products that have not been publicly announced by Customer.

1.15 “**Product Design**” means any design that relate to the fit, finish, appearance, or other ornamental, aesthetic, branding, or look-and-feel aspects of the Deliverables and/or Products.

1.16 “**Products**” means the products to be manufactured on the behalf of the Customer and supplied by Supplier to Customer under this Agreement as set forth in an applicable Statement of Work.

1.17 “**Purchase Orders**” means purchase orders issued by Customer to Supplier in accordance with the terms of this Agreement.

1.18 “**ROHS**” means the EU Directive 2002/95/EC on the Restriction of Hazardous Substances.

1.19 “**Safety Risk**” means a risk of bodily injury or property damage.

1.20 “**Service Units**” means replacements, spare parts and service modules for Products.

1.21 “**Specifications**” means written specifications, as referenced in or created pursuant to an applicable Statement of Work (and as may be modified from time to time in accordance with this Agreement), that describe the design, functionality and/or performance requirements for a Product.

1.22 “**Statement of Work**” means a written statement of work, mutually agreed upon and executed by the Parties, that: (i) specifically references this Agreement; (ii) identifies the particular design, development, and/or customization services to be provided by Supplier for Customer in relation to a given Product; (iii) sets forth the manufacturing schedule and other pertinent details substantially in the form set forth in Exhibit A.

1.23 “**Supplier-Controlled Components**” means components (i) uniquely designed by Supplier, (ii) sourced through Supplier’s authorized vendor list, (iii) added to the Bill of Materials by Supplier and/or (iv) Manufacturing-Value Added (MVA) components.

1.24 “**Supplier-Provided Technology**” means (i) any component or technology incorporated by or on behalf of Supplier into the Deliverables or Products that is not supplied or approved by Customer, and (ii) any manufacturing process used by or on behalf of Supplier to manufacture Deliverables or Products.

1.25 “**Tooling**” any tooling and equipment used by Supplier to develop or manufacture the Product.

1.26 “**Warranty Period**” means a period of [***] from the date the Products are manufactured unless otherwise agreed in writing by both Parties in the Statement of Work, Purchase Order and/or other document mutually agreed in writing by the Parties.

1.27 “**WEEE**” means the EU Directive 2002/96/EC on Waste Electrical and Electronic Equipment.

2. PRODUCT

2.1 Products and Deliverables. Supplier will manufacture Products in accordance with Customer's Specifications and provide related services, including prototype manufacturing, testing, and regulatory certification) for the Products, all as set forth in the applicable Statement of Work. With respect to each Product, Supplier shall provide to Customer prototypes and/or samples or other deliverables conforming to the Specifications in accordance with the applicable Statement of Work (collectively "**Deliverables**"). Customer shall issue a Purchase Order to Supplier for a quantity of Deliverables to be agreed by the Parties.

2.2 Delivery. Supplier shall deliver Deliverables to Customer in accordance with the applicable Statement of Work. Customer will be entitled to a reasonable time agreed by the parties to inspect Deliverables furnished in connection with Supplier's services prior to accepting or rejecting the same. Deliverables will not be considered accepted until accepted by Customer in writing. In the event that Deliverables are not functional despite being manufactured by Supplier in accordance with Specifications, Customer shall be responsible for the cost to modify the Specifications and for all costs of retooling and re-manufacturing such Deliverables, provided that Supplier shall provide a detailed estimate of the foregoing costs, which shall be subject to Customer's written approval. In the event that Deliverables are not in conformity with the Specifications to which they relate, Supplier shall rework such Deliverables to conform to the Specifications and resubmit them to Customer within the agreed time frame.

2.3 Tooling Use and Care. Without Customer's prior written consent, Supplier shall not at any time use any Customer-Owned Tooling for the production of goods or products or the performance of services for or on behalf of any third party or for any purposes other than the performance of services for manufacture of Products for Customer pursuant to this Agreement. Supplier will be responsible for routine maintenance of and any loss of or damage to Customer-Owned Tooling while on Supplier's premises or in its control and will provide all necessary calibration services for such Customer-Owned Tooling. Customer shall be responsible for insurance, repair or extraordinary costs of maintenance of the Customer-Owned Tooling. Upon Customer's request (during or after the term of this Agreement) and at Customer's sole expense, Supplier will cooperate with Customer in all ways reasonably necessary to facilitate the Customer-directed destruction, delivery, or other disposition of any Customer-Owned Tooling under this Agreement.

2.4 Changes. The Statements of Work, Specifications, and Product Design are subject to modification only upon written agreement between the Parties. Without limiting the foregoing, Supplier must receive the written approval of Customer's authorized representative before making any change that affects the fit, finish, appearance, function, quality, safety or manufacturing location of the Product or of any component, part or accessory. If Customer requests any change to a Statement of Work, Specification, and/or Product Design, Supplier will promptly inform Customer of any price or schedule impacts associated with the proposed change. Once a proposed change is approved by both Parties in writing, a written document updating the affected Statement of Work, Specifications and/or Product Design to reflect the approved change shall be exchanged by the Parties.

2.5 Inspection. Customer shall have the right, upon reasonable advance notice, during normal business hours to inspect, review, and monitor the services to be provided by Supplier under this Agreement and any completed Products, work in progress Products, Product components, other deliverables, manufacturing logs and records, and/or Supplier's testing of Products, provided that such inspection shall not unreasonably disrupt Supplier's normal business operations.

2.6 Project Managers. Each party shall designate one project manager for each Statement of Work, who shall be responsible for providing decisions relating to such Statement of Work, as well as communicating to each other technical and operational issues regarding the Services.

3. SUPPLY

3.1 General. Subject to the terms and conditions of this Agreement, upon successful completion by Supplier of the services contemplated in the Statement of Work and Supplier's qualification in accordance with the criteria, as set forth in the applicable Statement of Work, Customer will issue Purchase Orders for Products, Supplier shall manufacture Products in accordance with the Specifications and Manufacturing Standards and supply Customer with such Products, and Customer will purchase Products ordered pursuant to Purchase Orders placed from time to time.

3.2 Procurement. Supplier will manage all material procurement and production planning, including, without limitation, support of procurement for development builds, and will be responsible for placing purchase orders for third-party components in a timely manner.

4. ORDERING TERMS

4.1 Submission of Purchase Orders. Customer may order Products by submitting Purchase Orders to Supplier in writing or through electronic transmission. Customer shall not submit a Purchase Order that is inconsistent with the Order Lead Times. Customer's Purchase Order shall serve as authorization to Supplier to procure materials, manufacture Product and deliver Product.

4.2 Acceptance of Purchase Orders. Upon receipt of Customer's Purchase Orders. Supplier will accept within [***] of receipt all Purchase Orders submitted by Customer that are consistent with the Order Lead Times and the pricing terms set forth in the applicable quotation or Statement of Work.

4.3 No Conflicting Terms. Except for ordering information and any Specifications referred to or incorporated into a Purchase Order, any terms and conditions contained in a Purchase Order or in Supplier's quotation or order acknowledgment forms that are inconsistent with or in addition to the terms and conditions of this Agreement are hereby rejected by Supplier and will be deemed null and of no effect and the terms and conditions of this Agreement shall control.

4.4 Cancellation and Rescheduling. Customer may cancel or change the scheduled delivery date of any accepted Purchase Order as follows:

(a) Outside of the Order Lead Time, Customer may cancel a Purchase Order or change the scheduled delivery date at any time at no cost. For clarity, the Order Lead Time shall not be extended if the delivery of Products is rescheduled as a result of a force majeure event affecting Supplier that is excusable pursuant to Section 15.13.

(b) Within the Order Lead Time, Customer may cancel a Purchase Order or change the scheduled delivery date at any time, provided that, if such cancellation is within the manufacturing and Materials Lead Time and results in Supplier having excess materials, Supplier will present the issue to Customer management for amicable solution, and Customer will be responsible for paying for finished Products (excluding profits), work in progress, and raw materials purchased by Supplier no earlier than required by applicable Order Lead Time to fulfill the cancelled Purchase Order that Supplier cannot, using best efforts, cancel, return for credit, use as Service Units, sell or otherwise use.

4.5 Supply Constraint. If Supplier's ability to supply Products in accordance with the then current Forecast is constrained for any reason, Supplier agrees that it will (i) fulfill Customer's Purchase Orders on at least a pro rata basis of the constrained material or resource, and provided that any labor, factory space, capacity and general equipment previously committed to meet the then current Forecast shall be utilized to fulfill Customer's Purchase Orders prior to fulfilling orders for other customers, and (ii) immediately escalate the issue to both parties' management for the purpose of resolving the supply constraint.

5. FORECASTS

5.1 Rolling Forecast. Customer will provide Supplier with a rolling [***] forecast of its anticipated orders for each Product (each a "*Forecast*"). Customer and Supplier acknowledge and agree that: (a) each such Forecast is a good faith estimate of its anticipated orders for Products based on information then available to Customer and that Customer is providing such Forecasts only as an accommodation to Supplier; and (b) Forecasts do not constitute a binding order or commitment of any kind by Customer to purchase Products.

5.2 Capacity Flexibility. Supplier will, at all times, maintain sufficient manufacturing capacity to be able to meet up to a [***] increase in Customer's demand for the Products over the quantities stated in Customer's most recent forecast.

6. PRODUCT DELIVERY

6.1 Shipping Requirements. Unless otherwise expressly specified in a Purchase Order by Customer, Supplier will ensure that the Products are packaged in a manner that is: (a) in accordance with good commercial practice; (b) acceptable to common carriers for shipment; and (c) adequate to ensure safe arrival of the Products at the delivery location designated in the applicable Purchase Order. Supplier will mark all containers and packaging with commercially standard lifting, handling and shipping information. Each shipment will be accompanied by a packing slip that sets forth the part numbers and quantities and the applicable Purchase Order number(s).

6.2 Shipment of Products. Supplier will ship the Products FCA Hong Kong (Incoterms 2010) unless otherwise agreed upon in an applicable Statement of Work. In addition to Supplier's obligations under Section 6.1, Supplier will be responsible for arranging all necessary transportation, packaging, insurance, and customs clearance and export documentation, as applicable, and for pre-payment of all costs and charges related thereto (collectively, "**Shipping Costs**"). Supplier will bear all risk of loss or damage to the Products and will retain title to the Products until the Products are delivered to the delivery location designated in the applicable Purchase Order.

6.3 Acceptance. Customer will have a period of [***] following delivery of the Products in accordance with Section 6.2 to notify Supplier of any discrepancies in the shipment quantity. Customer will have a period of [***] following delivery of the Products in accordance with Section 6.2 to test and inspect the Products and to notify Supplier of: (a) any nonconformities of the Product with the applicable Specifications; or (b) any defects in material or workmanship. Customer will notify Supplier in writing of its acceptance or rejection of any portion of any delivery of the Products prior to the expiration of such [***].

6.4 Delay in Shipment. The Parties acknowledge and agree that failure to meet the schedule specified in any Statement of Work or Purchase Order may cause substantial financial loss to Customer. Supplier will promptly notify Customer in writing of any anticipated delay in meeting the delivery dates specified in the applicable Statement of Work or Purchase Order stating the reasons for the delay. In the event that Supplier has not delivered the Products more than [***] after such delivery dates then, without limiting Customer's remedies under this Agreement or otherwise, Customer may, in addition to other remedies available to Customer under this Agreement or applicable laws, cancel the Purchase Order and procure substitute products and receive from Supplier payment equal to the difference between the purchase price of the applicable Products and the purchase price of the substitute products. Any amounts due shall be, at Customer's election, either (i) credited to Customer against any outstanding or future purchase orders hereunder or (ii) paid by Supplier to Purchaser within [***] of issuance of an invoice from Customer.

6.5 Liquidated Damages. In addition to other remedies available to Customer under this Agreement or applicable laws, in case of Supplier's failure to deliver Products for more than [***] after the delivery date specified in the applicable Purchaser Order Supplier shall pay to Customer, as liquidated damages and not as a penalty, an amount equal to [***] of the purchase price of the affected Products for each week of delay, provided that in each case of delay such liquidated damages shall not in the aggregate exceed [***] of the purchase price of the affected Products.

6.6 Product Returns. If Customer rejects a delivery of Products pursuant to the acceptance provisions of Section 6.3 or if Customer desires to return a Product to Supplier pursuant to the warranty provisions of Section 9.2, then Customer will, in each instance, first obtain a Return Material Authorization ("**RMA**") number from Supplier and will use reasonable efforts to return such Products to Supplier in accordance with the terms and conditions of Supplier's RMA procedure. Supplier will be responsible for and will pay all Shipping Costs incurred by Customer in connection with shipping such Products to Supplier and as well as for any Shipping Costs for shipping replacement Products to Customer, unless Supplier can demonstrate to Customer that the Products returned to Supplier do not exhibit any nonconformities or defects caused by Supplier.

7. **PRICING AND PAYMENT TERMS**

7.1 Prices and Fees.

(a) Customer will pay for Deliverables in accordance to an applicable Statement of Work at a price not to exceed [***] of the mass production price set forth in the quotation price provided by Supplier.

(b) Customer will pay the NRE Costs as set forth in the applicable Statement of Work.

(c) Customer will pay for Products according to the unit price set forth in the applicable Statement of Work.

(d) Except for amounts due pursuant to a Purchase Order or Statement of Work, Customer will not be responsible for any costs in connection with the ordering and purchase of any Deliverables or Products.

7.2 Payment Terms.

(a) For all Product delivered under this Agreement, Supplier will issue an invoice to Customer on the date that Supplier ships the Products to Customer and, unless Customer rightfully rejects a shipment of the Products (or a portion of a shipment) in accordance with the provisions of Section 6.3, Customer will pay such invoices within [***] following Customer's receipt thereof.

(b) Payment terms for any NRE Costs will be as set forth the applicable Statement of Work; provided that if the Statement of Work does not specify applicable payment terms, such amounts will be due [***] following Customer's receipt of Supplier's applicable invoice, which invoice will not be issued until completion of the Deliverable or other milestone or task associated with such fees.

7.3 Quality. Supplier shall manufacture Products at an outgoing quality level of [***], and at an annualized failure rate of less than [***]. Supplier shall also work toward zero defects through continuous process improvement.

7.4 Most Favored Customer Pricing Warranty. Supplier represents and warrants to Customer that the prices for the Products are and will at all times be no higher than the lowest prices offered by Supplier to any customer worldwide that is purchasing similar products in similar quantities (the "**Lowest Product Price**"). During the term of this Agreement and for a period of [***] thereafter, Customer will have the right, upon reasonable prior written notice, to have an independent auditor reasonably approved by Supplier audit Supplier's applicable books and records as necessary to verify Supplier's compliance with this Section 7.4. If such an audit reveals that Supplier has not complied with the foregoing warranty, then, at Customer's option, Supplier will either: (a) promptly issue a credit to Customer applicable to future payment obligations of Customer (or, at Customer's option, future payment obligations of a Customer Nominee); or (b) issue a refund to Customer. In either case, the amount will be calculated as the difference between the price paid by Customer for a Product and the Lowest Product Price. If such audit reveals that Supplier's pricing to Customer for a Product has been more than [***] higher than the Lowest Product Price for such Product, then Supplier will also reimburse Customer for all reasonable out-of-pocket fees and expenses of such audit.

7.5 Taxes. Customer will pay all taxes and duties that are assessed by any national, federal, state or local governmental authority on Customer's purchase or use of the Products, including, without limitation, sales, use, excise, value-added and withholding taxes, but excluding any taxes based on Supplier's income or gross receipts (collectively, "**Taxes**"). Notwithstanding the foregoing, Customer will have no obligation to pay any such Taxes to the extent Customer timely provides Supplier with a valid tax exemption resale certificate or other similar document.

7.6 Cost Reporting. Supplier shall provide to Customer a quarterly cost report which complies with the following requirements: (a) fully indented and costed Bill of Materials, (b) forecast costing on a rolling 3-month basis including all cost reduction opportunities, and (c) reference multiple sourcing and percent mix of use, as applicable.

7.7 Price Adjustment. Supplier shall make best effort to reduce the cost of Supplier-Controlled Components and manufacturing value each [***] and will pass the same amount of achieved reduction in the price of Products unit cost on a [***]. The Parties shall meet on a quarterly basis to review and discuss in good faith overall Product pricing.

7.8 Audit. Customer will be entitled, upon reasonable advance notice to Supplier, to audit Supplier's books of account, bills of materials, and other applicable records as they relate to Customer's Products under this Agreement to verify the accuracy of any cost or pricing information supplied or amounts charged by Supplier under this Agreement. Customer will keep such information in confidence and use it only for purposes of verifying compliance with this Agreement.

8. **WARRANTY**

8.1 Supplier Representations and Warranties. Supplier represents and warrants that:

(a) Supplier has the complete power and authority to enter into this Agreement, to carry out its obligations under this Agreement, and to grant the rights and licenses granted to Customer under this Agreement;

- Section 8.2) will be new;
- (b) on the date delivered to Customer, the Products (including any replacement Products delivered to Customer pursuant to
 - (c) on the date delivered to Customer, Customer will acquire good title to the Products, free and clear of all security interests, liens and other encumbrances;
 - (d) the Supplier-Provided Technology does not and will not infringe, misappropriate or violate the intellectual property rights or proprietary rights of any third party;
 - (e) for the Warranty Period, the Products will be free from defects in materials or workmanship and will operate in accordance with the Specifications; and
 - (f) the Products are and will be safe for normal use, are non-toxic, present no abnormal hazards to persons or their environment, comply with all applicable laws and regulations and may be disposed of as normal refuse without special precautions.

The representations and warranties set forth in this Section 8.1 will survive inspection, acceptance and payment. The representations and warranties set forth above are exclusive and Supplier hereby disclaims all other warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. The warranties contained in Sec. 8.1 are given only to Customer and Supplier makes no written or other warranty whatsoever other than as specifically provided herein.

8.2 Remedies. If any Products fail to conform to Supplier's representations and warranties set forth in Sections 8.1(c) or (1), then Supplier will, at its expense, repair or replace such nonconforming Products. If Supplier is not able to repair or replace such nonconforming Products within a reasonable period of time, Supplier shall refund to Customer any amounts paid for such nonconforming Products. Replacement Products supplied by Supplier under this Section 8.2 will be warranted for the period of time remaining in the original warranty for the Product, but not less than one (1) year. The return provisions of Section 6.6 will apply to Customer's return of nonconforming Products to Supplier under this Section 8.2.

8.3 After Warranty Services.

(a) Service Units Inventory. Supplier will maintain an inventory of Service Units in accordance with the Service Unit inventory requirements set forth in document(s), if any, referenced in applicable Statement of Work.

(b) Service Units Availability. Supplier will accept and fulfill Purchase Orders for Service Units in accordance with the terms of this Agreement for five (5) years after the last purchase of a unit of the applicable Product under this Agreement (the "**Initial Post-Warranty Period**"), and Supplier agrees to maintain an adequate stock of Service Units, equipment and materials needed to produce Service Units throughout the Initial Post-Warranty Period; provided, that prior to the expiration of the Initial Post-Warranty Period, Customer and Supplier shall negotiate in good faith for Supplier to provide additional Service Units to meet the forecasted demand for two (2) additional years following the Initial Post-Warranty Period. The terms and conditions of this Agreement will govern all purchases of Service Units, and the price of a Service Unit (including packaging and handling fees) shall be provided to Customer in Supplier's quotation for Service Units. In no event the price of a Service Unit will exceed [***] of the price of the last Product purchased under this Agreement, provided that, in the event Square decides to discontinue (i.e., end of life) a particular Product during the Initial Post-Warranty Period, the parties will work in good faith to determine a reasonable adjustment of the price of the applicable Service Units, as necessary to reflect Supplier's increased per-unit manufacturing costs. In no event will there will be minimum order quantities for Service Units.

(c) Repairs. If Customer requests, and to the extent reasonable possible, Supplier will repair Products not covered by warranty on competitive terms and conditions.

8.4 Customer Representations and Warranties. Customer hereby represents and warrants that:

(a) Customer has the complete power and authority to enter into this Agreement, to carry out its obligations under this Agreement, and to grant the rights and licenses granted to Supplier under this Agreement;

(b) the Customer-Provided Technology incorporated into the Products upon Customer's request will not infringe, misappropriate or violate the intellectual property rights or proprietary rights of any third party.

9. QUALITY AND SAFETY REQUIREMENTS

9.1 Requirements and Qualifications. Supplier will comply with the quality, safety and regulatory requirements as set forth in the document(s) as set forth in the applicable Statement of Work, or in the absence of such requirements, with good commercial practice and applicable law.

9.2 Testing Requirements. Supplier will test the Deliverables and the Products in accordance with the testing requirements as set forth in the applicable Statement of Work, or in the absence of such testing requirements, in a manner sufficient to confirm conformance with all applicable Specifications. Upon Customer's request, Supplier will provide and ship Deliverables and Products to Customer to be used for testing.

9.3 Environmental Compliance. Supplier will, with respect to the provision of Deliverables and Products, and all related processes and materials used in connection therewith, including packaging, comply with: (i) all applicable laws and regulations governing the use, declaration, preparation and marketing of hazardous substances and energy consumption efficiency, including, without limitation, the requirements set forth under the ROHS and WEEE Directives and related national legislation, to the extent applicable to the manufacturing of the Products, and (ii) any additional requirements set forth in the applicable Statement of Work.

9.4 Excessive Failure, Environmental Compliance Failure and Safety Risk.

(a) Supplier must notify Customer immediately if it has reason to believe that the Products provided under this Agreement may (i) produce an Excessive Failure; (ii) produce an Environmental Compliance Failure; or (iii) present a Safety Risk.

(b) If there is an Excessive Failure, an Environmental Compliance Failure, or the Products present a Safety Risk, Supplier will:

(i) Promptly (A) dedicate sufficient resources to thoroughly investigate the cause of the defect; (B) perform root cause analysis; and (C) implement any necessary corrective action in consultation with Customer;

(ii) (A) Reimburse Customer for all actual related expenses incurred to respond to such Excessive Failure, Environmental Compliance Failure, or Safety Risk, including the expenses incurred to diagnose any defect, develop tests and remedies for any defects, and perform testing; and (B) promptly respond to Customer inquiries and complaints

(iii) Upon Customer's request, promptly repair and/or replace the affected Products, whether or not the applicable Warranty Period has expired.

(c) Exceptions. Supplier will not be liable under this Section 9.4 for an Excessive Failure or a Safety Risk to the extent (i) the Excessive Failure or Safety Risk is primarily attributable to hardware or software designed by Customer that could not reasonably have been implemented by Supplier in a way that would have avoided the Excessive Failure or the Safety Risk; (ii) the Products were in compliance with Specifications finalized in whole and exclusively by Customer without any Supplier feedback, gross negligence, or willful misconduct or (iii) the Products were subjected to abuse, misuse, negligence, accident, tampering or faulty repair after transfer of title to an authorized purchaser. Customer's approval or acceptance of Products will not relieve Supplier of the remedies set forth in this Section 9.4.

(d) Tracking. Supplier must track the date Products are produced and make such information available to Customer upon Customer's request during the term of this Agreement and for five years after the Products are delivered.

(e) Costs. Except for amounts due pursuant to a Purchase Order or Statement of Work, Customer will not be responsible for any costs in connection with Supplier's obligations in this Section 9.

10. INDEMNITY

10.1 Customer Indemnity.

(a) Supplier will, at its expense, indemnify, defend (or settle) and hold harmless Customer, and its officers, directors, agents and Affiliates (collectively, the “**Customer Indemnitees**”) from and against any and all loss, damage, cost, liability, and expense (including reasonable fees for attorneys and other experts), as incurred, arising out of or resulting from any suit, action, claim or proceeding (each a “**Claim**”) brought by a third party against any Customer indemnitees alleging that: (a) any Supplier-Provided Technology infringes, misappropriates or violates any third-party Intellectual Property Rights; (b) the use of any Product results in personal injury, death or tangible or real property damage or loss of use therefrom, including, without limitation, any Claim that alleges a defect in the testing or manufacture of a Product, regardless of the legal or statutory basis of the Claim, and (c) any breach by Supplier of its obligations, representations and warranties under this Agreement. Customer agrees to: (i) promptly notify Supplier in writing of any such Claim; (ii) provide Supplier, at Supplier’s expense, any assistance reasonably requested by Supplier and necessary for the defense or settlement of such Claim; and (iii) allow Supplier to direct and control the defense or settlement of such Claim, provided, however, that Customer reserves the right to retain counsel to participate in any Claim for which indemnification is sought, at Customer’s expense.

(b) If an injunction is issued that limits or prohibits a Customer Indemnitee’s right to use or sell a Product or, if in Supplier’s reasonable opinion, such an injunction is likely to be issued, then Supplier will, at its expense, either: (a) procure for the Customer Indemnitee the right to continue to use and sell Product; (b) replace or modify such Product so that it becomes non-infringing, provided that such modification or replacement does not alter or affect the functionality, use or operation of such Product or the conformity of the Product with the applicable Specifications; or (c) if the alternatives set forth in (a) and (b) are not commercially feasible, refund to Customer any amounts paid for such Product pursuant to this Agreement upon Customer’s return of such Product to Supplier.

10.2 Supplier Indemnity.

(a) Customer will, at its expense, indemnify, defend (or settle) and hold harmless Supplier, and its officers, directors, agents and Affiliates (collectively, the “**Supplier Indemnitees**”) from any Claims brought by a third party against any Supplier Indemnitees alleging that any Customer-Provided Technology incorporated into the Products upon Customer’s request infringe, misappropriate or violate any third-party Intellectual Property Rights. Supplier agrees to: (a) promptly notify Customer in writing of any such Claim; (b) provide Customer, at Customer’s expense, any assistance reasonably requested by Customer and necessary for the defense or settlement of such Claim; and (c) allow Customer to direct and control the defense or settlement of such Claim, provided, however, that Supplier reserves the right to retain counsel to participate in any Claim for which indemnification is sought, at Supplier’s expense.

(b) If Customer has any reason to believe that Customer-Incorporated technology may infringe, misappropriate or violate any third-party Intellectual Property Rights, then Customer shall so notify Supplier, and Supplier shall, upon receipt of such notice, immediately cease incorporating the Customer-Incorporated Technology into the Products and cooperate with Customer to identify a workable design-around or other solution acceptable to Customer.

10.3 Exceptions. The indemnification obligations set forth in Section 10.1(a) shall not apply to liability arising under Section 9.4(c), and Customer shall in accordance with Customer’s obligations under Section 10.2(a) defend, hold harmless and indemnify Supplier against any claims arising from Sections 9.4(c)

11. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT AND EXCEPT FOR LIABILITY ARISING UNDER SECTION 9.4 (EXCESSIVE FAILURE, ENVIRONMENTAL COMPLIANCE FAILURE AND SAFETY RISK), SECTION 10 (INDEMNITY), A BREACH BY EITHER PARTY OF SECTION 12 (CONFIDENTIALITY), SUPPLIER’S FAILURE TO DELIVER PRODUCTS AS DESCRIBED IN SECTION 6.5, ABOVE, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, LOST PROFITS ARISING OUT OF THE

USE OR PERFORMANCE OF THE PRODUCTS, EVEN IF SUCH PARTY HAS BEEN ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

12. CONFIDENTIALITY

12.1 Definition. “**Confidential Information**” means: (a) all information related to the Products, including, without limitation, documentation, drawings, designs and specifications; (b) any non-public information of a Party, including, without limitation, any information relating to a Party’s technology, techniques, know-how, research, engineering, designs, finances, accounts, procurement requirements, manufacturing, customer lists, business forecasts and marketing plans; (c) any other information of a Party that is disclosed in writing and is conspicuously designated as “Confidential” at the time of disclosure or that is disclosed orally or visually, is identified as “Confidential” at the time of disclosure, and is summarized in a writing sent by the disclosing Party to the receiving Party within thirty (30) days of any such disclosure; and (d) the specific terms and pricing set forth in this Agreement.

12.2 Exclusions. The obligations in Section 12.3 will not apply to the extent that any Confidential Information: (a) is or becomes generally known to the public through no fault of or breach of this Agreement by the receiving Party; (b) was rightfully in the receiving Party’s possession at the time of disclosure, without an obligation of confidentiality; (c) is independently developed by the receiving Party without use of the disclosing Party’s Confidential Information; or (d) is rightfully obtained by the receiving Party from a third party without restriction on use or disclosure.

12.3 Obligations. Each Party will not use the other Party’s Confidential Information, except as necessary for the performance of this Agreement, and will not disclose such Confidential Information to any third party, except to those of its employees and subcontractors that need to know such Confidential Information for the performance of this Agreement, provided that each such employee and subcontractor is subject to a written agreement that includes binding use and disclosure restrictions that are at least as protective as those set forth herein. Each Party will use all reasonable efforts to maintain the confidentiality of the other Party’s Confidential Information in its possession or control, but in no event less than the efforts that it ordinarily uses with respect to its own confidential information of similar nature and importance. The foregoing obligations will not restrict either Party from disclosing Confidential Information: (a) pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the Party required to make such a disclosure gives reasonable notice to the other Party to enable it to contest such order or requirement; (b) on a confidential basis to its legal or professional financial advisors; (c) as required under applicable securities regulations; or (d) on a confidential basis to present or future providers of venture capital and/or potential private investors in or acquirers of such Party.

12.4 Additional Requirements. Without limiting Section 12.3, Supplier agrees to:

- (a) maintain any Non-Public Products in a separate, dedicated, blocked-off area of Supplier’s facilities and ensure that only Authorized Individuals have access to such area;
- (b) ensure that all parts of Non-Public Products are stored, manufactured and reviewed in secure rooms, and that only Authorized Individuals have access to such rooms;
- (c) ensure that all materials use in connection with this Agreement are stored in a secure and protected area to successfully prevent anyone who is not an Authorized Individual from viewing any parts, systems, or plans related to Non-Public Products;
- (d) provide, upon Customer’s request, a separate manufacturing space, including a physical barrier around Customer’s dedicated production space to keep Products out of view from the rest of the Supplier’s factory;
- (e) ensure that all Customer’s business processes disclosed to Supplier are kept in strict confidence and utilized only in fulfillment of this Agreement.
- (f) ensure that no name and/or code reference to the Products is in any way visible, including on hard or soft copies of any documents associated with the card reader assembly.
- (g) discuss the activities contemplated under this Agreement only appropriate with third parties approved in writing by Customer.
- (h) not engage external vendors without written permission from Customer.

(i) refer to the activities contemplated under this Agreement using internally assigned code names only, with no reference to Customer or its products or business.

13. INTELLECTUAL PROPERTY RIGHTS

13.1 Background Technology. Subject to the licenses granted under this Section 13, each Party retains all right, title and interest, including all Intellectual Property Rights related to any technology owned and/or controlled by each party prior to the Effective Date or after the Effective Date outside of the scope of this Agreement (as to each Party, "**Background Technology**").

13.2 Customer Ownership. Supplier hereby irrevocably transfers and assigns to Customer, and agrees to transfer and assign to Customer, all right, title, and interest, including all Intellectual Property Rights, that Supplier may at any time have or acquire in or to: (i) the Product Design (and any improvements or modifications thereto); (ii) any and all Deliverables and Specifications, and (iii) any and all Customer-Owned Tooling. The items under the preceding clauses (i), (ii) and (iii) will be referred to, collectively, as "**Customer-Owned Technology**". Supplier agrees to provide assistance and execute any documents reasonably requested by Customer, at Customer's cost, to enable Customer to secure, register or enforce any Intellectual Property Rights in the Customer-Owned Technology. For the avoidance of doubt, Customer-Owned Technology does not include any Intellectual Property Rights that Supplier may at any time have or acquire in or to its general know-how and manufacturing process of the Products.

13.3 Supplier License to Customer-Owned Technology. Subject to the terms and conditions of this Agreement, Customer hereby grants Supplier a limited, non-exclusive, non-transferable, royalty-free license, without the right to sublicense, during the term of this Agreement, to use any Customer-Owned Technology, solely internally, and solely to perform its obligations under this Agreement. Supplier agrees that it will not engage in, nor will it authorize others to engage in, the reverse engineering, disassembly or the decompilation of any Customer-Owned Technology except as required to perform its obligations under this Agreement.

13.4 Customer License to Background Intellectual Property. Supplier grants to Customer a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicenseable license under any intellectual Property Rights Supplier may have in any Background Technology to make, have made, use, sell, offer for sale, import, and otherwise exploit any Deliverables and Products that is covered by and or incorporated with such Background Technology, and any improved versions or evolutions of such Deliverables and Products. For the avoidance of doubt, Supplier's Background Technology does not include any intellectual Property Rights that Supplier may at any time have or acquire in or to its general know-how and manufacturing process of the Products.

13.5 Customer License to Supplier Feedback. If Supplier provides Customer with any written ideas, suggestions, or recommendations for the modification, correction, improvement or enhancement of Products or Customer-Owned Technology including via email (collectively referred to as "**Supplier Feedback**"), then Supplier grants Customer a non-exclusive, worldwide, perpetual, irrevocable, royalty-free license, sublicenseable to use and disclose such Supplier Licensed Feedback in any manner Customer chooses, and to display, perform, copy, have copied, make, have made, use, sell, offer to sell, import, distribute and otherwise dispose of products embodying such Supplier Licensed feedback in any manner, but without reference to Supplier being the source of such Supplier Licensed Feedback.

14. TERM AND TERMINATION

14.1 Term. This Agreement will commence on the Effective Date and will continue in effect for an initial term of two (2) years, unless earlier terminated in accordance with the terms of this Agreement. Following such initial term, this Agreement will automatically renew for successive one (1) year renewal terms unless either Party provides the other Party with notice of non-renewal at least ninety (90) days prior to the expiration of the initial term or any renewal term.

14.2 Termination for Cause. Without prejudice to any other right or remedy that may be available to it, each Party may terminate this Agreement immediately upon providing written notice of breach to the other Party, if such other Party materially breaches any of its obligations hereunder in a manner that is capable of remedy, but fails to cure such breach within a period of [***] following receipt of such written notice. Notwithstanding the foregoing, any such termination shall not relieve either Party of any of its obligations under this Agreement which were incurred prior to the effective date of such termination.

14.3 Termination for Convenience. Customer may terminate this Agreement, for any reason or for no reason, upon [***] prior written notice to Supplier.

14.4 Termination for Financial Reasons. Upon [***], either Party may terminate this Agreement in the event the other Party: (a) seeks the liquidation, reorganization, dissolution or winding up of itself or the composition or readjustment of all or substantially all of its debts; (b) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or of all or substantially all of its assets; (c) makes a general assignment for the benefit of its creditors; (d) commences or has commenced against it a case under the bankruptcy code of applicable jurisdiction; or (e) files a petition for relief or otherwise seeks relief from or readjustment of its debts under any other law relating to bankruptcy, insolvency, reorganization, winding-up or composition or readjustment of debts (including, without limitation, consenting to the entry of an order for relief in an involuntary bankruptcy case against it).

14.5 Effect of Termination.

(a) Unless otherwise specified by Customer in writing or terminated by Supplier in accordance with Section 14.2 and 14.4, upon termination or expiration of this Agreement for any reason, Supplier will continue to process and deliver to Customer (or to such other location as indicated on any applicable Purchase Order) any Products ordered pursuant to Purchase Orders transmitted by Customer prior to the effective date of any such termination or expiration.

(b) Upon termination or expiration of this Agreement, other than as a result of a material breach by Supplier, Customer will pay Supplier in accordance with the terms of this Agreement for any Products ordered prior to such termination or expiration and delivered in accordance with the terms of this Agreement. In addition, if termination occurs within the Materials Lead Time and results in Supplier having excess materials, Customer will be responsible for paying for work in progress, and raw materials purchased by Supplier no earlier than required by applicable Order Lead Time to fulfill the Purchase Orders outstanding as of the effective date of such termination that Supplier cannot, using best efforts, cancel, return for credit, use as Service Units, sell or otherwise use.

(c) Survival. The following provisions will survive termination or expiration of this Agreement for any reason: 1, 8, 10, 11, 12, 13, 14.5, 14.6, 15 and any other sections by their nature are intended to survive.

15. GENERAL

15.1 Subcontracting. With the exception of Supplier's Affiliates who may perform Supplier's services under this Agreement on behalf of Supplier, provided that supplier shall at all times be responsible for such affiliates' compliance with this, Supplier agrees that no portion of the assembly of the Products will be subcontracted to third parties without Customer's specific prior written consent in each instance. Any permitted subcontractor approved in writing by Customer ("Subcontractor") that Supplier may use to assist Supplier will be obligated to comply with the terms of this Agreement and Supplier will remain responsible for such Subcontractors' performance. Customer's consent to Supplier's use of any Subcontractor will not be deemed a waiver of any Customer rights hereunder nor relieve Supplier of any of its obligations pursuant to this Agreement. Supplier will enter into a written agreement with each approved Subcontractor that includes terms and conditions no less protective of Customer's proprietary and intellectual property rights than those set forth in this Agreement prior to Supplier permitting any such Subcontractor to perform any obligation hereunder. Supplier will be solely responsible for the payment of all amounts payable to, and the performance of all of Supplier's obligations for, all such Subcontractors. Immediately upon request of Customer, Supplier will commence such proceedings as necessary (i.e. termination notice, request to cure default) to terminate any Subcontractor that, in Customer's sole opinion, does not perform to the standards set forth by Customer in this Agreement.

15.2 No Exclusivity. Except as may be otherwise expressly specified in a specific Statement of Work, this Agreement is non-exclusive. Customer will have the right to use other contract manufacturers to manufacture the Products. Nothing in this Agreement will be construed or deemed to prevent or otherwise inhibit Customer's ability or right to manufacture the Products, whether at Customer's facility or at an alternate or additional third party facility(ies) of Customer's choice. Further, nothing in this Agreement will be construed or deemed to (a) require Customer to order any minimum number of units of the Products to be manufactured by Supplier, or (b) prevent or otherwise inhibit Customer's ability or right to design, develop, manufacture, have manufactured, market, use, sell, or distribute any follow-on products or derivatives of the Products.

15.3 Cumulative Remedies. Unless otherwise expressly set forth in this Agreement, the remedies set forth under this Agreement for the benefit of either Party are cumulative.

15.4 Assignment. Neither Party may assign or transfer this Agreement, in whole or in part, by operation of law or otherwise, without the prior written consent of the other Party, except that no consent will be

required for an assignment in connection with a merger, acquisition, corporate reorganization, or sale of all, or substantially all, of a Party's assets. Any attempted assignment in violation of this Section will be null and void and of no force or effect. Subject to the foregoing, this Agreement will bind and inure to the benefit of each Party's permitted successors and assigns.

15.5 Governing Law and Venue. This Agreement will be governed by and construed in accordance with the laws of the State of California, excluding that body of laws known as conflicts of law. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. All legal actions or proceedings arising out of this Agreement will be brought exclusively in the federal or state courts located in the Northern District of California and the parties hereby irrevocably consent to the personal jurisdiction and venue therein, provided that the foregoing shall not prevent either Party from seeking any available injunctive relief in any court of competent jurisdiction.

15.6 Compliance With Laws. Each Party will comply with all laws, regulations and ordinances applicable to such Party in the exercise of its rights and obligations under this Agreement.

15.7 Severability. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, then such provision will automatically be adjusted to the minimum extent necessary in order to comply with the requirements for validity or enforceability, and as so adjusted, will be deemed a provision of this Agreement as though originally included herein. In the event that the provision held invalid or unenforceable is of such a nature that it cannot be so adjusted, such provision will be deemed deleted from this Agreement as though such provision had never been included herein. In either case, the remaining provisions of this Agreement will remain in full force and effect.

15.8 Non-Waiver. The failure by either Party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision. The waiver of any provision of this Agreement will only be effective if in writing and signed by the Party waiving such provision.

15.9 Notices. All notices, demands, requests and other communications required or permitted under this Agreement will be in writing and will be delivered in person, by nationally recognized courier service, by facsimile or by registered or certified mail (postage prepaid, return receipt requested) and, in all cases, will be deemed to have been duly given or made upon receipt. All such notices, demands, requests and other communications will be delivered to the Parties at the addresses set forth on the first page of this Agreement (or at such other address for a Party as will be specified by like notice). For notices sent to Supplier by Customer, in addition to the address stated on the first page of this Agreement, a copy shall be sent to the following address:

Cheng Uei Precision Industry Co. Ltd.
No. 18 Chung Shan Road
Tu-Cheng District, New Taipei City 236
Taiwan, R.O.C.
Attn: Legal Department

15.10 Relationship Between the Parties. The relationship between the Parties will be that of independent contractors and nothing in this Agreement is intended to nor will establish any relationship of partnership, joint venture, employment, franchise, agency or other form of legal association between the Parties. Neither Party will have, nor represent to any third party that it does have, any power or authority to bind the other Party or incur any obligations on the other Party's behalf.

15.11 Headings; Construction. Section headings are a matter of convenience and will not be considered part of this Agreement. This Agreement has been negotiated by the Parties, which have had reasonable access to legal counsel. This Agreement will be fairly interpreted in accordance with its terms, without any construction in favor of or against either Party as a result of having drafted any particular provision.

15.12 Attorneys' Fees. In any suit or proceeding relating to this Agreement the prevailing Party will have the right to recover from the other its costs and reasonable fees and expenses of attorneys, accountants, and other professionals incurred in connection with the suit or proceeding, including costs, fees and expenses upon appeal, separately from and in addition to any other amount included in such judgment. This provision is intended to be severable from the other provisions of this Agreement, and will survive and not be merged into any such judgment.

15.13 Force Majeure. Any delay in performance by either party hereunder may be excused to the extent caused by any event or circumstance beyond the control of said party, including, without limitation, acts

of God, war, acts of terrorism or strikes affecting such party. If an event of force majeure described in this Section extends for a period in excess of thirty (30) consecutive days, either party may immediately terminate this Agreement, and any outstanding Purchase Orders, by providing the other party with written notice of such termination.

15.14 Remedies. Except as expressly set forth in this Agreement, the exercise by either Party of any of its remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise.

15.15 Entire Agreement. This Agreement, including its exhibits and attachments, constitutes the entire and exclusive understanding and agreement between the Parties regarding its subject matter and supersedes any and all previous understandings and agreements, whether written or oral, regarding such subject matter. Any modification or amendment of any provision of this Agreement will be effective only if in writing and signed by duly authorized representatives of both Parties. In the event of a conflict, the terms and conditions of the Statement of Work will take precedence over the terms and conditions of this Agreement with respect to matters that are specifically addressed in the Statement of Work. In all other instances, this Agreement will take precedence.

15.16 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date by their duly authorized representatives.

SQUARE, INC.

By: /s/ Ross W. Nadel

Name: ROSS W. NADEL

Title: COUNSEL

Date: 12/6/12

Cheng Uei Precision Industry Co., Ltd.

By: /s/ Spencer Chiu

Name: Spencer Chiu

Title: President

Date: 2012.11.20

Exhibit A

Initial Statement of Work

A. Description of Services and Products:

[]

B. Specification and Requirements (including qualification criteria):

[]

C. Schedule:

[]

D. Total NRE Fees and Payment Terms:

[]

E. Product Unit Cost and Payment Terms:

[]

F. Components Cancellation Schedule:

[]

G. Warranty Period:

[]

[Additional items to be discussed]

**CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER
PURSUANT TO
SECURITIES EXCHANGE ACT OF 1934 RULES 13a-14(a) AND 15d-14(a),
AS ADOPTED PURSUANT TO
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Jack Dorsey, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Block, 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.

Date: August 3, 2023

By: /s/ Jack Dorsey
Jack Dorsey
Block Head and Chairperson

(Principal Executive Officer)

**CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER
PURSUANT TO
SECURITIES EXCHANGE ACT OF 1934 RULES 13a-14(a) AND 15d-14(a),
AS ADOPTED PURSUANT TO
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Amrita Ahuja, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Block, 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.

Date: August 3, 2023

By: /s/ Amrita Ahuja
Amrita Ahuja
Chief Financial Officer & Chief Operating Officer
(Principal Financial Officer)

**CERTIFICATIONS OF PRINCIPAL EXECUTIVE OFFICER AND PRINCIPAL FINANCIAL OFFICER
PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

I, Jack Dorsey, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that the Quarterly Report on Form 10-Q of Block, Inc. for the fiscal quarter ended June 30, 2023 fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and that information contained in such Quarterly Report on Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of Block, Inc.

Date: August 3, 2023

By: /s/ Jack Dorsey
Jack Dorsey
Block Head and Chairperson

(Principal Executive Officer)

I, Amrita Ahuja, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that the Quarterly Report on Form 10-Q of Block, Inc. for the fiscal quarter ended June 30, 2023 fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and that information contained in such Quarterly Report on Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of Block, Inc.

Date: August 3, 2023

By: /s/ Amrita Ahuja
Amrita Ahuja
Chief Financial Officer & Chief Operating Officer

(Principal Financial Officer)