

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

**FORM S-8
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933**

FIGMA, INC.

(Exact name of Registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

46-2843087
(I.R.S. Employer
Identification Number)

**760 Market Street, Floor 10
San Francisco, CA 94102
(415) 890-5404**
(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

Amended and Restated 2012 Equity Incentive Plan
(Full title of the plan)

Dylan Field
Chair of the Board of Directors, Chief Executive Officer, and President
**760 Market Street, Floor 10
San Francisco, CA 94102
(415) 890-5404**
(Name, address, including zip code, and telephone number, including area code, of agent for service)

Please send copies of all communications to:

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Figma, Inc.
760 Market Street, Floor 10
San Francisco, CA 94102
(415) 890-5404**

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

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

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act.

EXPLANATORY NOTE

This registration statement contains a “reoffer prospectus” prepared in accordance with Part I of Form S-3 (in accordance with Instruction C of the General Instructions to Form S-8). This reoffer prospectus may be used for reoffers and resales on a continuous or delayed basis of certain of those shares of Class A common stock, par value \$0.00001 per share (the “Shares”), of Figma, Inc. (the “Registrant”) referred to herein that constitute “control securities” or “restricted securities,” within the meaning of the Securities Act of 1933, as amended (the “Securities Act”), and Instruction C of the General Instructions to Form S-8, by certain stockholders that are current employees, consultants, and advisors of the Registrant (the “Selling Stockholders”) for their own accounts. Certain of the Selling Stockholders may be eligible to sell a portion of their Shares prior to the expiration of market standoff agreements or the lock-up agreements that they have entered into with the underwriters for the Registrant’s initial public offering, pursuant to release provisions in such lock-up agreements as described in the section titled “Shares Eligible for Future Sale” in the Registrant’s registration statement on Form S-1, initially filed with the Securities and Exchange Commission on July 1, 2025 and as amended from time to time thereafter (File No. 333-288451). Subject to such market standoff agreements or lock-up agreements, the Selling Stockholders may sell any, all, or none of the Shares, and the Registrant does not know when or in what amount the Selling Stockholders may sell their Shares, if they were to sell any, hereunder following the effective date of this registration statement. As specified in General Instruction C of Form S-8, the amount of securities to be reoffered or resold under the reoffer prospectus by each Selling Stockholder and any other person with whom he or she is acting in concert for the purpose of selling our securities, may not exceed, during any three-month period, the amount specified in Rule 144(e) under the Securities Act.



Figma, Inc.

8,189,341 Shares of Class A Common Stock

This prospectus relates to 8,189,341 shares of Class A common stock (the “Shares”), par value \$0.00001 per share (“Class A common stock”), of Figma, Inc., a Delaware corporation (“Figma,” “us,” “we” or the “Registrant”), which Shares may be offered from time to time by certain stockholders that are our current employees, consultants, and advisors (the “Selling Stockholders”) for their own accounts. We will not receive any of the proceeds from the sale of Shares by the Selling Stockholders made hereunder. The Shares were or will be acquired by the Selling Stockholders pursuant to our Amended and Restated 2012 Equity Incentive Plan, as amended (the “2012 Equity Incentive Plan”).

The Selling Stockholders may sell the Shares described in this prospectus in a number of different ways and at varying prices, including sales in the open market, sales in negotiated transactions and sales by a combination of these methods. Certain of the Selling Stockholders may be eligible to sell a portion of their Shares prior to the expiration of market standoff agreements or the lock-up agreements that they have entered into with the underwriters for our initial public offering, pursuant to release provisions in such lock-up agreements as described in the section titled “Shares Eligible for Future Sale” in our registration statement on Form S-1, initially filed with the Securities and Exchange Commission (the “SEC”) on July 1, 2025 and as amended from time to time thereafter (File No. 333-288451). Subject to such market standoff agreements or lock-up agreements, the Selling Stockholders may sell any, all, or none of the Shares, and we do not know when or in what amount the Selling Stockholders may sell their Shares, if they were to sell any, hereunder, following the effective date of this registration statement. The price at which any of the Shares may be sold, and the commissions, if any, paid in connection with any such sale, are unknown and may vary from transaction to transaction. The Shares may be sold at the market price of our Class A common stock at the time of a sale, at prices relating to the market price over a period of time, or at prices negotiated with the buyers of the Shares. The Shares may be sold through underwriters or dealers which the Selling Stockholders may select. If underwriters or dealers are used to sell the Shares, we will name them and describe their compensation in a prospectus supplement. We provide more information about how the Selling Stockholders may sell their Shares in the section titled “Plan of Distribution.” The Selling Stockholders will bear all sales commissions and similar expenses. Any other expenses incurred by us in connection with the registration and offering that are not borne by the Selling Stockholders will be borne by us.

Our Class A common stock is listed on the New York Stock Exchange (“NYSE”) under the symbol “FIG.” On August 27, 2025, the last reported sale price of our Class A common stock, was \$69.88 per share.

The amount of Shares to be offered or resold under this reoffer prospectus by each Selling Stockholder or other person with whom he, she or it is acting in concert for the purpose of selling the Shares, may not exceed, during any three-month period, the amount specified in Rule 144(e) under the Securities Act of 1933, as amended (the “Securities Act”).

Investing in our securities involves a high degree of risk. Before buying any securities, you should carefully read the discussion of the risks of investing in our securities in “Risk Factors” beginning on page 3 of this prospectus.

The SEC may take the view that, under certain circumstances, the Selling Stockholders and any broker-dealers or agents that participate with the Selling Stockholders in the distribution of the Shares may be deemed to be “underwriters” within the meaning of the Securities Act. Commissions, discounts or concessions received by any such broker-dealer or agent may be deemed to be underwriting commissions under the Securities Act. See the section titled “Plan of Distribution.”

Neither the SEC nor any state securities commission has approved or disapproved of these securities or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

The date of this prospectus is August 27, 2025

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Neither we nor any of the Selling Stockholders has authorized anyone to provide you with any information or to make any representations other than those contained in this prospectus or in any free writing prospectuses we have prepared. Neither we nor any of the Selling Stockholders take any responsibility for, and can provide no assurance as to the reliability of, any other information that others may give you. We are not making an offer to sell these securities in any jurisdiction where the offer or sale is not permitted. The information contained in this prospectus is accurate only as of its date, regardless of the time of delivery of this prospectus or of any sale of our Class A common stock. Our business, operating results, financial condition, and future prospectus may have changed since that date.

Figma, the Figma logo, and other registered or common law trade names, trademarks, or service marks of Figma appearing in this prospectus are the property of Figma, Inc. This prospectus contains additional trade names, trademarks, logos, and service marks of ours and of other companies. We do not intend our use or display of other companies' trade names, trademarks, logos, or service marks to imply a relationship with these other companies, or endorsement or sponsorship of us by these other companies. Other trademarks appearing in this prospectus are the property of their respective holders. Solely for convenience, our trade names, trademarks, logos, and service marks referred to in this prospectus may appear without the ® and ™ symbols, but those references are not intended to indicate, in any way, that we will not assert, to the fullest extent under applicable law, our rights, or the right of the applicable licensor, to these trademarks, trade names, and service marks. Unless otherwise indicated, the terms "Figma," the "Company," "we," "us," and "our" refer to Figma, Inc. and our subsidiaries. References to our "common stock" include our Class A common stock, Class B common stock and Class C common stock.

THE COMPANY

Figma, Inc.

Figma is where teams come together to turn ideas into the world's best digital products and experiences.

Every day, billions of people around the world use apps, websites, and other digital experiences that are made in Figma.

Behind each of these products is a cross-functional team responsible for bringing them to life. In Figma, designers work alongside developers, product managers, researchers, marketers, writers, and other non-designers. Together, these teams share and explore ideas, align on a vision, visualize concepts, and translate them into coded products — all on a single, connected, AI-powered platform that collaborators around the world can access with a URL.

Our focus on the entire lifecycle of software creation reflects our ability to rapidly bring new products onto Figma's browser-based platform and our belief that design spans far beyond a single step or role. We take this expansive view because design is more than how something looks, or even feels; design is also how something works — and in today's increasingly digital-first world, what sets brands and companies apart.

As AI makes software much easier to create, and as organizations across industries and geographies continue to invest heavily in digital transformation, better-designed digital products and experiences have become even more critical to a company's success. These companies understand deeply that great design is what attracts and wins user loyalty, especially in a world where a business' interactions with its customers are increasingly digital.

Risk Factors

Our business is subject to numerous risks and uncertainties of which you should be aware before making a decision to invest in our Class A common stock. These risks, among others, include the following:

- We have experienced rapid growth which may not be indicative of our future growth, and if we do not effectively manage our future growth, our business, operating results, financial condition, and future prospects may be adversely affected. Our rapid growth also makes it difficult to evaluate future prospects.
- Our operating results may fluctuate significantly, which could make our future results difficult to predict and could cause our operating results to fall below expectations.
- We have a limited operating history at our current scale, which makes it difficult to evaluate our current business and future prospects and increases the risks associated with your investment.
- Changes in our pricing, packaging, or billing models could adversely affect our business, operating results, financial condition, and future prospects.
- If we are unable to attract new customers or retain and increase adoption of our products and services by existing customers, we may not achieve the growth we expect, which would adversely affect our business, operating results, financial condition, and future prospects.
- If we are not able to effectively introduce enhancements to our platform, including new offerings, features, and functionality, that achieve widespread market adoption, or keep pace with technological developments, our business, operating results, and financial condition could be adversely affected.
- Competitive developments in AI and our inability to effectively respond to such developments could adversely affect our business, operating results, and financial condition.
- We face intense competition and could lose market share to our competitors, which would adversely affect our business, operating results, financial condition, and future prospects.

- Our product and investment decisions may negatively impact our short-term financial results and may not produce the long-term benefits that we expect.
- The markets for our products and services are relatively new and unproven and may not grow, which would adversely affect our business, operating results, financial condition, and future prospects.
- Our business is subject to complex and evolving U.S. and foreign laws, regulations, and industry standards, many of which are subject to change and uncertain interpretations, which uncertainty could harm our business, operating results, and financial condition.
- The multi-class structure of our common stock has the effect of concentrating voting power with Dylan Field, our Chair of our Board of Directors, Chief Executive Officer, and President, which will limit your ability to influence the outcome of important transactions, including a change in control.

Corporate Information

We were incorporated in the State of Delaware in October 2012. Our principal executive offices are located at 760 Market Street, Floor 10, San Francisco, California 94102. Our telephone number is (415) 890-5404. Our website address is www.figma.com. The information contained on, or that can be accessed through, our website is not a part of this prospectus. Investors should not rely on any such information in deciding whether to purchase shares of our Class A common stock.

RISK FACTORS

An investment in shares of our Class A common stock is highly speculative and involves a high degree of risk. We face a variety of risks that may affect our operations or financial results and many of those risks are driven by factors that we cannot control or predict. Before investing in our Class A common stock, you should carefully consider the risks below and set forth under the caption “Risk Factors” in our Prospectus dated July 30, 2025, filed with the SEC on July 31, 2025 pursuant to Rule 424(b) under the Securities Act, relating to the Registration Statement on Form S-1, as amended (File No. 333-288451), which are incorporated by reference herein, and subsequent reports filed with the SEC, together with the financial and other information contained or incorporated by reference in this prospectus. If any of these risks actually occurs, our business, prospects, financial condition and results of operations could be materially adversely affected. In that case, the trading price of our Class A common stock would likely decline and you may lose all or a part of your investment. Only those investors who can bear the risk of loss of their entire investment should invest in our Class A common stock. Additional risks and uncertainties not presently known to us or that we currently deem immaterial also may impair our business operations.

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This prospectus and the documents incorporated by reference herein contain forward-looking statements. All statements contained in this prospectus other than statements of historical fact, including statements regarding our future operating results and financial condition, our business strategy and plans, market growth, and our objectives for future operations, are forward-looking statements. The words “believe,” “may,” “will,” “potentially,” “estimate,” “continue,” “anticipate,” “intend,” “could,” “would,” “project,” “target,” “plan,” “expect,” “aspire,” and similar expressions are intended to identify forward-looking statements.

Forward-looking statements contained in this prospectus include, but are not limited to, statements about:

- our future financial performance, including our expectations regarding our revenue, cost of revenue, gross profit or gross margin, operating expenses, including changes in operating expenses, and our ability to achieve and maintain future profitability;
- our business plan and our ability to effectively manage our growth;
- our total market opportunity;
- anticipated trends, growth rates, and challenges in our business and in the markets in which we operate;
- adoption of our platform;
- the impacts of artificial intelligence on our business;
- beliefs and objectives for future operations;
- our ability to attract new customers and successfully retain, and increase adoption of our platform and offerings by, existing customers;
- our ability to develop and introduce new products and solutions and bring them to market in a timely manner;
- our expectations concerning relationships with third parties;
- our ability to maintain, protect, and enhance our intellectual property rights;
- our ability to expand internationally;
- the effects of increased competition in our markets and our ability to compete effectively;
- our ability to identify, recruit, hire, and retain skilled personnel, including key members of senior management;
- future acquisitions or investments in complementary companies, products, technologies, or services;
- our ability to stay in compliance with laws and regulations that currently apply, or may become applicable to, our business both in the United States and internationally;
- our ability to maintain the security and availability of our platform and protect against data breaches and other security incidents;
- economic and industry trends, projected growth, or trend analysis;
- general economic conditions in the United States and globally, including the effects of changes in tariffs or trade restrictions, global geopolitical conflicts, inflation, interest rates, any instability in the global banking sector, and foreign currency exchange rates;
- our ability to operate and grow our business in light of macroeconomic uncertainty;

- increased expenses associated with being a public company; and
- other statements regarding our future operations, financial condition, and prospects and business strategies.

We have based these forward-looking statements largely on our current expectations and projections about future events and trends that we believe may affect our financial condition, operating results, business strategy, and short-term and long-term business operations and objectives. These forward-looking statements are subject to a number of risks, uncertainties, and assumptions, including those described in the section titled “Risk Factors” and elsewhere in this prospectus. Moreover, we operate in a very competitive and rapidly changing environment, and new risks emerge from time to time. It is not possible for management to predict all risks, nor can we assess the impact of all factors on our business or the extent to which any factor, or combination of factors, may cause actual results to differ materially from those contained in any forward-looking statements we may make. In light of these risks, uncertainties, and assumptions, the forward-looking events and circumstances discussed in this prospectus may not occur, and actual results could differ materially and adversely from those anticipated or implied in the forward-looking statements.

You should not rely upon forward-looking statements as predictions of future events. The events and circumstances reflected in the forward-looking statements may not be achieved or occur. We undertake no obligation to update any of these forward-looking statements for any reason after the date of this prospectus or to conform these statements to actual results or to changes in our expectations, except as required by law. These forward-looking statements do not reflect the potential impact of any future acquisitions, mergers, dispositions, joint ventures, or investments.

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

You should read this prospectus and the documents that we reference in this prospectus and have filed with the SEC as exhibits to the registration statement of which this prospectus is a part with the understanding that our actual future results, performance, and events and circumstances may be materially different from what we expect.

USE OF PROCEEDS

We will not receive any of the proceeds from the sale of the Shares. All proceeds from the sale of the Shares will be for the account of the Selling Stockholders, as described below. See the sections titled "Selling Stockholders" and "Plan of Distribution" described below.

SELLING STOCKHOLDERS

The following table sets forth information regarding beneficial ownership of our Class A common stock as of August 1, 2025, as adjusted to reflect the Shares that may be sold from time to time pursuant to this prospectus, for all Selling Stockholders, consisting of the individuals shown as having shares listed in the column entitled “Shares Being Offered.”

The Shares offered by the Selling Stockholders hereunder consist of an aggregate of 8,189,341 outstanding Shares acquired by certain of our current employees, consultants, and advisors, including upon the settlement of restricted stock units (“RSUs”) granted under the 2012 Equity Incentive Plan. We have determined beneficial ownership in accordance with the rules of the SEC and the information is not necessarily indicative of beneficial ownership for any other purpose. Unless otherwise indicated below, to our knowledge, the persons named in the table have sole voting and sole investment power with respect to all shares that they beneficially own, subject to community property laws where applicable. In computing the number of shares of Class A common stock beneficially owned by a person and the percentage ownership of that person, we deemed to be outstanding all shares of Class A common stock subject to options held by that person or entity that are currently exercisable or that will become exercisable within 60 days of August 1, 2025, and RSUs that are expected to vest and settle within 60 days of August 1, 2025. We did not deem these shares outstanding, however, for the purpose of computing the percentage ownership of any other person.

Applicable percentage ownership of our common stock before this offering is based on 410,007,181 shares of our Class A common stock outstanding as of August 1, 2025.

Selling Stockholder	Class A Shares Beneficially Owned Prior to the Offering		Class A Shares Being Offered	Class A Shares Beneficially Owned After the Offering ⁽¹⁾	
	Shares	Percentage	Shares	Shares	Percentage
Named Selling Stockholders ⁽²⁾	33,942,323	8.1 %	7,879,043	26,063,280	6.2 %
Other Selling Stockholders ⁽³⁾	483,324	*	310,298	173,026	*

* Represents beneficial ownership of less than 1.0%.

(1) Assumes that all of the Shares held by each Selling Stockholder and being offered under this prospectus are sold, and that no Selling Stockholder will acquire additional shares of common stock before the completion of this offering.

(2) Includes the following 1,019 named non-affiliate persons, each of whom holds at least 1,000 Shares of Class A Common Stock: Jaime Louis Abbariao, Lillian Abbo, Ahmed Abdalla, Arielle Abelon, Sofian Abida, Bereket Abraham, Aditya Acharya, Derek Adams, Zoe Adelman, Raunak Agnihotri, Kim Anders Kristian Wallgren Ahlström, Obaidullah Adil Ahmed, Owais Ahmed, Devdatta Akhawe, Jacob Albaugh, Catherine Aldrete, Bashar Al-Rawi, Jessie Alvarez, Chiara Amisola, Michael Amodeo, Ashley Amon, Raghav Anand, Michael Andersen, Luke Anderson, Sven Andersson, Giselle Andrade, Michael Andrews, Olabode Anise, Kaley Aposporos, Rosario Aquino, David Asano, Kathryn Ashcraft, Kyra Jane Ashley, Wen Qian Au, Stephanie Au-Chan, Benjamin Wei Long Aw, Benu Aydin, Erasmus Ayettey, Bryce Badura, Esther Baek, Mehant Baid, Millicent Bailey, Scott Bailey, Callum Baird, Kathryn Baker, Sriram Balachandran, Samuel Ballan, Mojolaoluwa Balogun, Eric Banaga, Kari Bancroft, Arushi Bandi, Ernesto Barajas, Paige Barger, Daniel Barragan, Molly Barras, Manuel Barraza, Taylor Barrella, Meredith Barrett-Jones, Merlinda Barrington, Avinash Basavaraj, Ashley Bass, Kristen Bates, Timothy Batliwala-Withers, Reema Batta, Amelia Baumhart Leveille, Colton Beavers, Denise Bee, Kerry Beeman, Darya Behroozi, Djan Belli, Miguel Benevento, Micah Bennett-Cauchon, Edward Bentley, Todd Bentley, Brian Bergendahl, Chad Bergman, Sarah Bern, Annie Berrones, Samantha Best, Alexander Bettadapur, Sumithra Bhakthavatsalam, Roshan Bhalla, Akanksha Bhardwaj, Aastha Bhartia, Siddhartho Bhattacharya, Nadia Bhimla, Shaon Bhuiyan, Carter Bian, Sven Bielinski, Marie-Euloge Blanc, Grzegorz Blaszczuk, Jason Block, Eyal Blum, Lucie Bordelais, Brandon Bowen, Anastasia Boyer, Christopher Brainerd, Ansis Brammanis, Marcus Brandford, Olga Braverman, Amberlynn Bravo, Sam Brennan, Alexander Breslav, Kelsey Brooke, Isabel Brooks, Elizabeth Brophy, Gabriel Brosbe, Nannearl Brown, Lauren Budorick, Catherine Bui, Johnny Bui, Konrad Burchardt, Joseph Burfitt, Darragh Burke, Jason Burns, Katherine Busch, Mareike Busche, Daniel Bush, Nicole Butler, Laura Butvinik, Conor Byrne, Lauren Byrne, Emmanuel Cabane, Breanna Cabiles, Jenny Cai, Angela Calderón, Anna Xie Cameron, Lee Campbell, Samantha Candanedo, Julianne Cappello, David Capra, Miguel Cardona, Pau Tomás Carnero, Noa Caspi, Robert Cassetta, Leandro Castelao, Alexander Castor, Giorgio Caviglia, Michael Caviglia, Elizabeth Chabrunn, Krish Chainani, Hadar Chakyan, Kaitlin Chambers, Alvin Chang, Chao Ching Chang, Julia Chang, Jung Chang, Irene Chao, Caitlin Charniga, Joseph Chartier, Subhagini Chaudhary, Annie Chen, Daniel Chen, Dorothy Chen, Ellen Chen, Gena Chen, Jenning Chen, Jeremy Chen, Rocky Chen, Shi Lin Chen, Shu Chen, Shuyi Chen, Si Hua Chen, Jefferson Cheng, William Cheng, Meena Chetty, Stephanie Cheuk, Christina Cheung, Matthew Chiang, Maria Chimishkyan, Emma Chipperfield, Claire Chiu, Michael Chlipala, Griffin Choe,Carolynn Choi, Rohit Chouhan, Adam Christ, Kevin Chu, Yi Tang Jackie Chui, Vanessa Chung, Silvia Chyou, Wesley Clinton, Kathleen Coats, Christian Cocking, Ryan Cody, Liat Cohen, Chad Colby, Kelsey Collins, Tora Collins, Courtney Condon, John Connolly, Kelly Connolly, Hayley Cooper, Suvir Copparam, Stuart Cornuelle, Damien Correll, Melissa Cottrell, William Couch, Taryn Cowart, Piers Cowburn, Simon Cox, Aaron Cramer, Spencer Creighton, Aaron Crutison, Emmanuel Cruz, Philip Curran, Fiona Curry, Luca Damasco, Soraphoj Damrongpiriyapong, Micheal Danbom, John Dand, Amelia Dang, Alden Daniels, Azra Daniels, Alexia Danton, Meaza Dawit Abate, Spencer De Mars, Edwin Dean, Mallory Dean, Maria del Mar Rodriguez-Acosta Docio, Kathleen DeLeo, Gustavo Delgado, Molly

Dempsey, Ilana Deresiewicz, Kunal Desai, Daniel Destefanis, Anupriya Dhar, Michael Dickson, Katherine Dillon, Leah Dinh, Anthony DiSpezio, Samantha Dixon, Alexandra Doggett, John Doherty, Devin Domingo, Mia Donahue, Yichen Dong, Michael Donnelly, Ava Dordi, Ruairi Dorrity, Inês dos Reis Lebres, Aaron Douglas, Jonas Downey, Allison Doyle, James Doyle, Kellen Dragomanovich, William Draper, Benjamin Drebing, Jiaying Du, Carolyn Duan, Adrien Dubuisson, Thomas Duncalf, Stefan Dunjic, Vaidehi Duraphe, Francesca Durnford, KatySue Dzielak, Langston Dziko, Simon Edström, Manosai Eerabathini, Isemi Ekundayo, Katherine Eliot, Faisal Eljabali, Ahmet Emre Unal, Carl Anders Daniel Entoft, Young Sing Er, Emma Esrock, Mia Evans, Alexandra Fagundez, Felix Faire, Kristen Fajt, Antoine Falquerho, David Fay, Christopher Felix, Mathis Félix, Natalia Fernandez Pintos, Joshua Ferrell, Rebecca Fertitta, Ida Fey-Bergson, Noah Finer, Matthew Finifter, John Firebaugh, Lindsay Fishman, Eli Fitch, Alia Fite, Ryan Fitzgerald, William Flahive, Ming Howe Foo, Andrew Forbes, Tori Ford, Kristin Fordyce, Ryan Foster, Lea Fowler, Canelli Fox, Christina Fox, Elizabeth Frankenberg, Henry Freedland, Matthew Fritzechurch, Erik Froese, Nicholas Frost, Delong Fu, Roy Fu, John Fuetsch, Marissa Fuhrer, Richard Fulton, Alyssa Fung, Nathaniel Gainsboro, Stefanie Gamarra, Lin Gan, Aashima Garg, Maria Gaston, Alexa Gates, Jonathan Geremia, Thomas Giannattasio, Macy Gibbons, Christine Gibson, Bradley Girardeau, Sofia Gleeson, Samir Goel, Timothy Goh, Isaac Goldberg, Matthias Göllner, Katherine Gollnick, Scott Gonyea, Eric Grant, Augustus Griffin, Stephanie Griffin, Claire Grooby, Ricky Grullon, Michael Gugliotti, Bradley Gula, Joseph Gunkelman, Brandon Guo, Thomas J. Guyton, Alex Gwyn, Alexander Haak, Jesse Halim, Sydney Halle, Hans Halverson, Irene Han, Jessica Han, Syed Haque, Talia Harcum, Iris Hardin, Jacinta Harding, Michael Harris, Seth Harris, Evan Hart, Laura Hart, Hannah Hartstein, Kelly Harvell, Mukul Hase, Arjuna Hayes, Peter Hayes, Lihao He, Yuke He, Linus Hedborg, Michelle Hedborg, Shelby Henderson, Craig Henry, Lamarr Henry, Nimrod Herzberg, Benjamin Hill, Justin Hill, Michael Hill, Susanna Hitchins, Pui Yee Ho, Madeleine Hobbs, Michael Hobbs, Christopher Hodges, Matthew Hodgins, Luisa Hoffmann, Andrew Hogan, Davina Holland, Nils Homann, Jackie Hong, David Hornsby, Nairi Hourdajian, Landon Howa, Diane Hu, Hongyi Hu, Kelly Hu, Xiaoxu Hu, Greta Huang, Matthew Huang, Michelle Huang, Stanley Huang, Yutong Huang, Caitlin Hudon, Timothy Hudson, Rachael Hughes, Chad Humphries, Christophe Hunt, Kimberlea Hunt, Jabari Hurdle-Price, Alexander Hurtado, Luis Felipe Hussin Bento, Catherine Hwu, Edward Im, ManaolanaMaki Inoue, Yasushi Ishi, Aya Ishikawa, Anju Ishizaki, Miho Itabashi, Sahana Jain, Alexandra Jaszkul, Nicholas Jeffers, Gwendolyn Jenkins, Jessica Jennings, Won Cheol Jeong, Abigail Jetmundsen, Ankita Jha, Cynthia Jia, Jessica Jiang, Nikki Johl, Gregory Johnson, Matthew Johnson, Wesley Johnson, Shane Johnston, Brandon Jones, Erica Jones, Stacey Geoffrey Jun Wei Tay, Naomi Jung, Tigray Kahsay, Daria Kaminskaya, Nina Karimian, Vivek Karuturi, Aaron Kau, Jonathan Kaufman, Hiroaki Kawanobe, Sam Kay, Jonathan Keen, Patrick Kehinde, Christopher Keightley, Tabitha Kelleher, Albert Kemner, Alexander Kern, Payam Keshbod, Kyle Ketchum, Maria Khafizova, Shivan Kilaru, Charles Kilpatrick, Jessica Kim, Junsik Kim, Lawrence Kim, Lynn Kim, Tae Jung Kim, Yosub Kim, Sam Kimbrel, Maxine King, Rogie King, Julia Kirkpatrick, Jamie Kite, Nikolas Klein, Ryan Klimoski, Edward Kloczko, Gino Knodel, James Kohler, Madison Kohls, Anna Kohnen, Wai Kei Kong, Elijah Koreman, Joshua Korn, David Kosnick, Priya Kotak, Kenneth Kuffluk, Jekka Kuhlmann, Meghna Kumar, Kelly Kumove, Mika Kunisaki, Sophia Kurihara, Sho Kuwamoto, Melissa Kwan, Dawid Kwapien, Steven La, Genevieve LaBelle, Jessica LaCorte, John Lai, Brian Lam, Veronica Lam, Wyatt Lam, Winter LaMon, Grayson Lang, Paul Langton, Asheesh Laroia, Michael Larson, Tanay Lathia, Jillian Latimer, Yuet Ling Law, Calvin Le, Maxime Le Vexier, Erik Lean, Anthony Lee, Chandler Lee, Elynn Lee, Hannah Lee, Jeffrey Lee, Ji Su Lee, Ju Sung Lee, Kaitlyn Lee, Regina Lee, Stephanie Lee, Yong Su Lee, Simeon Lees, Marcel Legros, Norman Lemke, Nafisa Lensen, Ellie Lesatz, Jerry Leu, Noah Levin, Sara Levy, Chang Li, Jordan Li, Juliang Li, William Li, Yuchen Li, Zhi Li, Timothy Liang, Diana Liao, Andrew Liebler, Jennifer Lien, Benjamin Light, Angela Lin, Brandon Lin, Elaine Lin, Kevin Lin, Ping-Min Lin, Elaine Liu, Huan Liu, Tiffany Liu, Xinyu Liu, Sarah Ljubicic, Benjamin Llanes, Molly Lloyd, Aaron Lobb, Jonathan Loeser, Patricia Long, Daniel Lopez Gomez, Thomas Lowry, Jasper Lu, Yuyu Luan, Andrew Luce, Lawrence Luk, Kevin Lulis, Jesse Lumarie, Chen Luo, Jonathan Luu, Elliot Lynde, Ethan Ma, Jonathan Macapagal, Connor MacNeil Haynes, Thomas MacWilliam, Kevin Madden, David Mah, Vivian Mai, Katie Mak, Katherine Malchyk, Jennifer Mandal, Patricia Mangione, Noga Mann, Sophie Mann, Jessie Mao, Bernard Marger, Laura Markuze, Sean Marney, Eleanor Marshall, David Martin, Kelly Martin, Lauren Martin, Austin Mason, David Mather, Arun Mathew, Abhishek Mathur, Yutaka Matsumoto, Paige Mazza, Peter McCarron, James McClellan, Jared McDonald, Matthew McDonald, Jared McFarland, Shannon McGoldrick, Marie McGwier, Keith McHugh, Timothy McKinney, Brian McLoughlin, Rosemary McLucas, Conner McNally, Michael Meade, Stefan Mehner, Ayush Mehra, Benjamin Meier, Lars Meiners, Daniel Mejia Valencia, Bruno Mello, Meghan Meneguzzi, Eric Mercer, Oscar Merlos Arias, Melissa Merryman, Daniel Metz, Jessica Mewengkang, Gustavo Angulo Mezerhane, Shirley Miao, Jacob Miller, Jennie Miller, Joel Miller, Rachel Miller, Akbar Mirza, Jacqueline Mitchell, Sofia Montgomery, Kaet Phin Moo, Cathal Moran, Patrick Morey, Takahiro Mori, Avery Morin, Melina Mortazi, Matthew Moyer, Alexander Mullans, Soundharya Muthukrishnan, Aditya Muttur, Heidi Myers, Philippe Nachum, Ashley Nair, Naveen Nalam, Paul Napolitano, Raveesh Nayar, Alejandro Neff, Kristen Neilsen, Nicolas Neilsen, Kelley Nekota, Joshua Nelson, Ralanda Nelson, Todd Nemeth, Trevor Nesbitt, Carly Newgard, Russell Newquist, Jing Ting Ng, Linh Nghiem, Cao Quoc Khanh Nguyen, Molly Jane Nicholas, Oscar Nilsson, Kimberly Nishida, Billy No, Kelly Nosé, Erin Noyes, Najma Nurudin, Maxine Nzegwu, Sandra Obeji, Alisa Oberg, Brianna O'Connor, Brendan O'Driscoll, Kyung-Chul Oh, Ayomikun Okeowo, Caroline Okun, Fabian Oldendorf, Nicolas Omont, David Orrico, Aaron Osborne, Munira Osman, Sharon O'Sullivan, Koji Ota, Hannah O'Toole, Luis Ouriach, Xuwei Ouyang, Matthew Owen, Mihir Paithane, Cosmo Pallarito, Joelle Palmer, Justin Palpant, Deric Pang, Yegnashankar Parasuram, Eunae Park, Jenny Park, Serry Park, Dmitriy Pashkevitch, Artem Pasyechnyk, Kunjal Patel, Parth Patel, Riya Patel, Aishwarya Pathak, Thomas Pavlu, Sarika Pawar, Jordan Pearring, Ahmed Pedro, Noah Peller, Johanna Pendley, Laura Perea, Natali Perez, Sean Perez, Xenia Perez, Benson Perry, Nathaniel Petersen, Nicholas Peterson, Karl Petersson, Alex Peyton, Grant Phelps, Matthew Phillips, Nathan Phillips, Dafril Izzad Phua, Nathaniel Piche, Jay Pillai, André Pinter, Gemma Plank, Abby Pond, Edriss Popal, Aleksejs Popovs, Shannon Poretti, Andrew Powers, Andrew Pressman, Scott Pugh, Joshua Pugil, Dilip Punjabi, Hendrik Pupkes, Marvin Qian, Linda Qin, Grace Qiu, Samir Quadri, Julia Queller, Rishi Rabheru, Moriah Rahamim, Ricky Rajani, Evan Rambo, Carina Ramos, Rebecca Ramos, Richard Alexander Ramsaran, Aosheng Ran, Thomas Randall, Sakura Rapolu, Hugo Raymond, Peter Reaper-Reynolds, Danielle Reardon, Devon Redfern, Ryan Reid, Michael Reifman, Parhi Reina Davé, Brian Reuter, Ibraheem Riad, Sean Rice, Justin Riggins, Alison Rimas-Ribikauskas, Charles-Eliot Rimpot, Alexander Ringlein, Matthew Ritter, Natalie Rivas, Ryan Rivera, Andrew Robinson, Matthew Robinson, Heather Rogers, Kristen Romer, Jay Rose, Molly Rosen Marriner, Jenna Rosenberg, James Rountree, Noah Rowlett, Maya Rudisel, Erin Rudwall, Nicholas Ruff, Georgia Rust, Lauren Ryan, Audrina Sablan, Albany Sabrowsky, Navendu Saini, Zubair Saiyed, Derek Sakamoto, Anthony Salani, Chelsea Sanders, Paras Sanghavi, Mattie Sanseverino, Christopher Santamaria, Frederick Santiago, Anna Saplitski, Deepan Saravanan, Kelley Sauer, Andrew Schamp, Robert Schimm, Brian Schlenker, Kaitlyn Schorr, Greg Schultz, Daniel Schwartz, Shera Schwartz, Jordan Scott, Regina Senduk, Joel Sequeira, Maxime Serrano, Meghna Seshadri, Elisa Shabino, Viral Shah, Ariel Shahar, Amy Shan, Sophie Shapland, Zhenming Shen,

Constance Shi, Joshua Shi, Edward Shiang, Yemin Shou, Christopher Shroba, Chie Shu, Benjamin Siejka, Jason Silverstein, Christa Simon, Tova Simonson, Nadia Singer, Amandeep Singh, Alexandre Sion, Rufaro Sithole, Rani Sivesind, Emil Sjölander, Connor Skees, Clancy Slack, Carissa Smith, Connor Smith, Jinlin Sng, Michael Socienski, Yassir Solomah, Adam Solove, Riley Soltan, Albert Song, Meiyue Song, Alexander Sosa, Lindsey Sosin, Scott Southern, Samantha Steele, Benjamin Steinberg, Brandon Sterling, Michael Sterling, Benjamin Stern, Jake Stevelman, Bess Stevenson, Kevin Stewart, Remy Stewart, Zachary Stockman, Jasmine Stoy, Elliott Straube, Annie Su, Susan Su, Ashwin Subhedar, Hahnbi Sun, Julia Sun, Wayne Sun, Chandrasekhar Suresh, Samarth Suresh, Dzenana Svraka, William Sweeney, Jakub Swiadek, Steven Swiger, Katherine Szeto, Taamannae Taabassum, Josh Tabak, Christina Taggart, Alexandra Nadin Tamer, Jonathan Tan, Teri Tan, Rodney Tang, Hiroki Tani, Snehil Taparia, Dmytro Taran, Jonathan Taylor, Shani Taylor, Tjia Hao Teng, Natasha Tenggoro, Matthew Collin Thigpen, Caleb Thomas, Matthew Thometz, Christopher Thompson, Tyler Thompson, Laura Thornton, Yuan Tian, Yue Tian, Andrew Tien, Shane Timmerman, Emily To, Kim-Nguyen Togafau, Yasuhiko Tokunaga, Shannon Toliver, Amanda Tollerton, Crystal Tomczyk, Crystal Tong, Noriko Tono, Lynn Ton-That, Khanh Tran, Tiffany Tran, Colin Trent, Alexander Triana, Donavan Trigg, Paul Trotter, Asja Trumic, Nathan Tsai, Katherine Tsay, Silas See Chit Tsui, Darren Tsung, Leslie Tu, Amanda Turner, Isaiah Turner, Shamil Turner, Dylan Christopher Uchtman, Milan Udawatta, Moie Uesugi, Denise Valiao, Tim Van Damme, Justin Van Etten, Sharath Chandra Vandanapu, Sheila Vashee, Jyotindra Vasudeo, Paul Vega, Branko Vidovic, Kavita Vijayan, Levi Villarreal, Tanusree Vinnakota, Dylan Visser, Rebecca Vo, Cecilia Vogler, Brenda Voloshin, Ian VonSeggern, Cynthia Vu, Nguyen Thai Duong Vu, Lica Wada, Serena Wales, Bryan Walker, Olympia Walker, Ross Walker, Mason Walter, Charles Walton, Annie Wang, Esther Wang, Peng Wang, Wenli Wang, Yanwen Wang, Yi Wang, Zihao Wang, Chase Warren, Lauren Wattendorf, Marcel Weekes, Jane Weesner, Da Wei, Jabriel Kng Wei-Loong, Alyssa Weiss, Xinnan Wen, Christopher Wendel, Samuel Wener, Liam Whelan, Chelsea White, Gerard White, Emily Whitney, Marcin Wichary, Thomas Wilde, Oliver Wilkie, Matthew Williams, Zoey Williams, Maria Wilmot, David Wilson, Charles Winslow, Nicole Wittlin, Esther Wong, Jared Wong, Oscar Wong, Victor Wong, Melvin Woo, Daniel Woodling, Conor Woods, Laurel Woods, Brittany Wootton, Alexandra Wright, Christopher Wu, Hsiao-an Wu, Mengyuan Wu, Michael Wu, Shannen Wu, Yangyi Wu, Yi Xie, Alicia Xiong, Ziqi Xiong, Linda Xiuhua Guo, Chao Xu, Kevin Xu, Lin Xu, Jing Lan Xue, Yuhki Yamashita, Kazumasa Yamazaki, Hannah Yan, James Yang, Jing Yang, Joe Yang, Michelle Yang, Sulamita Yang, Adrea Yen, Sylvia Yeoh, Setsuko Yonejima, Stacy Young, Dian Yu, Michael Yu, Shi Hao Yuan, Ricky Zein, Marcel Zeller, Jan Zeman, Ashley Zhang, Doris Zhang, George Zhang, George Zhang, Jinji Zhang, Linda Zhang, Mule Zhang, Qiu Zhang, Richard Zhang, Ruonan Zhang, Serena Zhang, Shelley Zhao, Yichangle Zhao, Yichao Zhao, Emily Zhong, Eric Zhou, Margaret Zhou, Olin Zhou, Angela Zhu, Caroline Zhu, Bowen Zhuang, Roxana Ziaie, Sarah Zimmerman, Charlotte Ziob, Elizabeth Ziolkowski, Frances Zlotnick, Stephanie Zou.

- (3) Includes 233 unnamed non-affiliate persons, each of whom holds less than 1,000 Shares and may sell up to such amount using this prospectus. Each of these persons beneficially owns less than 1% of our Class A common stock.

PLAN OF DISTRIBUTION

We are registering the Shares covered by this prospectus to permit the Selling Stockholders to conduct public secondary trading of these Shares from time to time after the date of this prospectus. We will not receive any of the proceeds of the sale of the Shares offered by this prospectus. The aggregate proceeds to the Selling Stockholders from the sale of the Shares will be the purchase price of the Shares less any discounts and commissions. We will not pay any brokers' or underwriters' discounts and commissions in connection with the registration and sale of the Shares covered by this prospectus. The Selling Stockholders reserve the right to accept and, together with their respective agents, to reject, any proposed purchases of Shares to be made directly or through agents.

The Shares offered by this prospectus may be sold from time to time to purchasers:

- directly by the Selling Stockholders, or
- through underwriters, broker-dealers or agents, who may receive compensation in the form of discounts, commissions or agent's commissions from the Selling Stockholders or the purchasers of the Shares.

Any underwriters, broker-dealers or agents who participate in the sale or distribution of the Shares may be deemed to be "underwriters" within the meaning of the Securities Act. As a result, any discounts, commissions or concessions received by any such broker-dealer or agents who are deemed to be underwriters will be deemed to be underwriting discounts and commissions under the Securities Act. Underwriters are subject to the prospectus delivery requirements of the Securities Act and may be subject to certain statutory liabilities under the Securities Act and the Securities Exchange Act of 1934, as amended (the "Exchange Act"). We will make copies of this prospectus available to the Selling Stockholders for the purpose of satisfying the prospectus delivery requirements of the Securities Act. To our knowledge, there are currently no plans, arrangements or understandings between the Selling Stockholders and any underwriter, broker-dealer or agent regarding the sale of the Shares by the Selling Stockholders.

The Shares may be sold in one or more transactions at:

- fixed prices;
- prevailing market prices at the time of sale;
- prices related to such prevailing market prices;
- varying prices determined at the time of sale; or
- negotiated prices.

These sales may be effected in one or more transactions:

- on any national securities exchange or quotation service on which the Shares may be listed or quoted at the time of sale, including the NYSE;
- in the over-the-counter market;
- in transactions otherwise than on such exchanges or services or in the over-the-counter market;
- any other method permitted by applicable law; or
- through any combination of the foregoing.

These transactions may include block transactions or crosses. Crosses are transactions in which the same broker acts as an agent on both sides of the trade.

At the time a particular offering of the Shares is made, a prospectus supplement, if required, will be distributed, which will set forth the name of the Selling Stockholders, the aggregate amount of Shares being offered and the

terms of the offering, including, to the extent required, (1) the name or names of any underwriters, broker-dealers or agents, (2) any discounts, commissions and other terms constituting compensation from the Selling Stockholders and (3) any discounts, commissions or concessions allowed or reallocated to be paid to broker-dealers.

The Selling Stockholders will act independently of us in making decisions with respect to the timing, manner, and size of each resale or other transfer. There can be no assurance that the Selling Stockholders will sell any or all of the Shares under this prospectus. Further, we cannot assure you that the Selling Stockholders will not transfer, distribute, devise or gift the Shares by other means not described in this prospectus. In addition, any Shares covered by this prospectus that qualify for sale under Rule 144 of the Securities Act may be sold under Rule 144 rather than under this prospectus. The Shares may be sold in some states only through registered or licensed brokers or dealers. In addition, in some states the Shares may not be sold unless they have been registered or qualified for sale or an exemption from registration or qualification is available and complied with.

The Selling Stockholders and any other person participating in the sale of the Shares will be subject to the Exchange Act. The Exchange Act rules include, without limitation, Regulation M, which may limit the timing of purchases and sales of any of the Shares by the Selling Stockholders and any other person. In addition, Regulation M may restrict the ability of any person engaged in the distribution of the Shares to engage in market-making activities with respect to the particular Shares being distributed. This may affect the marketability of the Shares and the ability of any person or entity to engage in market-making activities with respect to the Shares.

The Selling Stockholders may indemnify any broker or underwriter that participates in transactions involving the sale of the Shares against certain liabilities, including liabilities arising under the Securities Act.

LEGAL MATTERS

The validity of the Shares of our Class A common stock offered hereby has been passed upon by Fenwick & West LLP, Mountain View, California.

EXPERTS

Ernst & Young LLP, independent registered public accounting firm, has audited our consolidated financial statements at December 31, 2023 and 2024, and for each of the two years in the period ended December 31, 2024, included in our prospectus dated July 30, 2025, filed with the Securities and Exchange Commission on July 31, 2025 pursuant to Rule 424(b) under the Securities Act, as set forth in their report, which is incorporated by reference in this prospectus and elsewhere in the registration statement. Our financial statements are incorporated by reference in reliance on Ernst & Young LLP's report, given on their authority as experts in accounting and auditing.

INFORMATION INCORPORATED BY REFERENCE

The following documents filed with the SEC are hereby incorporated by reference in this prospectus:

- (a) the Registrant's [Prospectus](#) dated July 30, 2025, filed with the SEC on July 31, 2025 pursuant to Rule 424(b) under the Securities Act, relating to the Registration Statement on Form S-1, as amended (File No. 333-288451), which contains audited financial statements for the Registrant's latest fiscal year for which such financial statements have been filed; and
- (b) the description of the Registrant's Class A common stock contained in the Registrant's registration statement on [Form 8-A](#) (File No. 001-42761) filed with the SEC on July 22, 2025 under Section 12(b) of the Exchange Act, including any amendment or report filed for the purpose of updating such description.

All reports and documents filed by the Registrant pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act (other than Current Reports furnished under Item 2.02 or Item 7.01 of Form 8-K and exhibits furnished on such form that relate to such items) subsequent to the filing of this Registration Statement and prior to the filing of a post-effective amendment which indicates that all securities offered hereby have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference into this Registration Statement and to be a part hereof from the date of filing such documents, except as to specific sections of such documents as set forth therein. Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any subsequently filed document which also is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

WHERE YOU CAN FIND MORE INFORMATION

We file annual, quarterly and other reports, proxy statements and other information with the SEC. Our SEC filings are available to the public over the Internet at the SEC's website at <http://www.sec.gov>. Our Annual Report on Form 10-K, Quarterly Reports on Form 10-Q and Current Reports on Form 8-K, including any amendments to those reports, and other information that we file with or furnish to the SEC pursuant to Section 13(a) or 15(d) of the Exchange Act can also be accessed free of charge by linking directly from our website at <https://investor.figma.com>. These filings will be available as soon as reasonably practicable after we electronically file such material with, or furnish it to, the SEC. Information contained on our website is not part of this prospectus.

The Registrant hereby undertakes to provide without charge to each person, including any beneficial owner, to whom a copy of this prospectus is delivered, upon written or oral request of any such person, a copy of any and all of the information that has been incorporated by reference in this prospectus but not delivered with the prospectus other than the exhibits to those documents, unless the exhibits are specifically incorporated by reference into the information that this prospectus incorporates. Requests for documents should be directed to: Figma, Inc., Attention: General Counsel, 760 Market Street, Floor 10, San Francisco, CA 94102.

PART I
INFORMATION REQUIRED IN THE SECTION 10(A) PROSPECTUS

Item 1. Plan Information.*

Item 2. Registration Information and Employee Plan Annual Information.*

* Information required by Part I to be contained in the Section 10(a) prospectus is omitted from this Registration Statement in accordance with Rule 428 under the Securities Act and the "Note" to Part I of Form S-8.

PART II
INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference

The following documents filed with the SEC are hereby incorporated by reference in this prospectus:

- (a) the Registrant's [Prospectus](#) dated July 30, 2025, filed on July 31, 2025 pursuant to Rule 424(b) under the Securities Act, relating to the Registration Statement on Form S-1, as amended (File No. 333-288451), which contains audited financial statements for the Registrant's latest fiscal year for which such financial statements have been filed; and
- (b) the description of the Registrant's Class A common stock contained in the Registrant's registration statement on [Form 8-A](#) (File No. 001-42761) filed with the SEC on July 22, 2025 under Section 12(b) of the Exchange Act, including any amendment or report filed for the purpose of updating such description.

All reports and documents filed by the Registrant pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act (other than Current Reports furnished under Item 2.02 or Item 7.01 of Form 8-K and exhibits furnished on such form that relate to such items) subsequent to the filing of this Registration Statement and prior to the filing of a post-effective amendment which indicates that all securities offered hereby have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference into this Registration Statement and to be a part hereof from the date of filing such documents, except as to specific sections of such documents as set forth therein. Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any subsequently filed document which also is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

Item 4. Description of Securities.

Not applicable.

Item 5. Interests of Named Experts and Counsel.

As of the date of this prospectus, individuals and entities associated with Fenwick & West LLP beneficially own an aggregate of 866,138 shares of our Class A common stock.

Item 6. Indemnification of Directors and Officers.

The Registrant is incorporated under the laws of the State of Delaware. Section 145 of the Delaware General Corporation Law (the "DGCL") authorizes a court to award, or a corporation's board of directors to grant, indemnity to directors and officers under certain circumstances and subject to certain limitations. The terms of Section 145 of the DGCL are sufficiently broad to permit indemnification under certain circumstances for liabilities, including reimbursement of expenses incurred, arising under the Securities Act. As permitted by the DGCL, the Registrant's amended and restated certificate of incorporation contains provisions that eliminate the personal liability of its directors and officers for monetary damages for any breach of fiduciary duties in their role, except liability for the following:

- any breach of the director's or officer's duty of loyalty to the Registrant or its stockholders;
- any act or omission not in good faith or that involves intentional misconduct or a knowing violation of law;
- unlawful payments of dividends or unlawful stock repurchases or redemptions as provided in Section 174 of the DGCL;
- any transaction from which the director or officer derived an improper personal benefit; and
- with respect to officers, any action by or in the right of the corporation.

As permitted by the DGCL, the Registrant's amended and restated bylaws provide that:

- the Registrant is required to indemnify its directors and officers to the fullest extent permitted by the DGCL, subject to limited exceptions;
- the Registrant may indemnify its other employees and agents as set forth in the DGCL;
- the Registrant is required to advance expenses, as incurred, to its directors and officers in connection with a legal proceeding to the fullest extent permitted by the DGCL, subject to limited exceptions; and
- the rights conferred in the Registrant's restated bylaws are not exclusive.

In addition, the Registrant has or intends to enter into indemnification agreements with each of its current directors and executive officers to provide these directors and executive officers additional contractual assurances regarding the scope of the indemnification set forth in the Registrant's amended and restated certificate of incorporation and amended and restated bylaws and to provide additional procedural protections. There is no pending litigation or proceeding involving a director or executive officer of the Registrant for which indemnification is sought. The indemnification provisions in the Registrant's amended and restated certificate of incorporation, amended and restated bylaws and the indemnification agreements entered into between the Registrant and each of its directors and executive officers may be sufficiently broad to permit indemnification of the Registrant's directors and executive officers for liabilities arising under the Securities Act.

The Registrant currently carries directors' and officers' liability insurance for securities matters.

See also the undertakings set out in response to Item 9 hereof.

Item 7. Exemption from Registration Claimed.

The issuance of the Shares being offered by the Form S-8 resale prospectus were deemed to be exempt from registration under the Securities Act in reliance upon Section 4(a)(2) of the Securities Act (or Regulation D or Regulation S promulgated thereunder), or Rule 701 promulgated under Section 3(b) of the Securities Act as transactions by an issuer not involving any public offering or pursuant to benefit plans and contracts relating to compensation as provided under Rule 701. The recipients of the securities in each of these transactions represented their intentions to acquire the securities for investment only and not with a view to or for sale in connection with any distribution thereof, and appropriate legends were placed upon the stock certificates issued in these transactions. All recipients had adequate access, through their relationships with us, to information about the Registrant.

Item 8. Exhibits**EXHIBIT INDEX**

Exhibit Number	Description	Incorporated by Reference			Filed Herewith
		Schedule Form	File No.	Exhibit	
3.1	Amended and Restated Certificate of Incorporation of Figma, Inc.				X
3.2	Amended and Restated Bylaws of Figma, Inc.				X
4.1	Form of Class A Common Stock certificate of Figma, Inc.	S-1/A	333-288451	4.1	7/21/2025
5.1	Opinion of Fenwick & West LLP.				X
23.1	Consent of Fenwick & West LLP (included in Exhibit 5.1).				X
23.2	Consent of Ernst & Young LLP, independent registered public accounting firm.				X
24.1	Power of Attorney (included on the signature page of this Form S-8).				X
99.1	Figma, Inc. Amended and Restated 2012 Equity Incentive Plan and related form agreements.	S-1	333-288451	10.2	7/1/2025
107	Filing Fee Table.				X

Item 9. Undertakings.

A. The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement. Notwithstanding the foregoing, any increase or decrease in the volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the SEC pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Filing Fee" table in the effective Registration Statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement;

provided, however, that paragraphs (A)(1)(i) and (A)(1)(ii) of this section do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the SEC by the Registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in the Registration Statement.

- (2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
 - (3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.
- B. The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
- C. Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered hereby, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in San Francisco, California, on the 27th day of August, 2025.

FIGMA, INC.

By: /s/ Dylan Field
Dylan Field
Chief Executive Officer and President

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints Dylan Field and Praveer Melwani, and each of them, as his or her true and lawful attorneys-in-fact, proxies, and agents, each with full power of substitution, for him or her in any and all capacities, to sign any and all amendments to this registration statement (including post-effective amendments), and to file the same, with all exhibits thereto and other documents in connection therewith, with the SEC, granting unto said attorneys-in-fact, proxies, and agents full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully for all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact, proxies, and agents, or their or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement on Form S-8 has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Dylan Field Dylan Field	Chair of the Board of Directors, Chief Executive Officer, and President <i>(Principal Executive Officer)</i>	August 27, 2025
/s/ Praveer Melwani Praveer Melwani	Chief Financial Officer and Treasurer <i>(Principal Financial Officer)</i>	August 27, 2025
/s/ Tyler Herb Tyler Herb	Chief Accounting Officer <i>(Principal Accounting Officer)</i>	August 27, 2025
/s/ Mamoon Hamid Mamoon Hamid	Director	August 27, 2025
/s/ Kelly A. Kramer Kelly A. Kramer	Director	August 27, 2025
/s/ Michel Krieger Michel Krieger	Director	August 27, 2025
/s/ John Lilly John Lilly	Director	August 27, 2025
/s/ William R. McDermott William R. McDermott	Director	August 27, 2025
/s/ Andrew Reed Andrew Reed	Director	August 27, 2025
/s/ Danny Rimer Danny Rimer	Director	August 27, 2025
/s/ Lynn Vojvodich Radakovich Lynn Vojvodich Radakovich	Director	August 27, 2025
/s/ Luis von Ahn Luis von Ahn	Director	August 27, 2025

FIGMA, INC.

AMENDED AND RESTATED CERTIFICATE OF INCORPORATION

Figma, Inc., a Delaware corporation, hereby certifies as follows:

1. The name of this corporation is “Figma, Inc.” The date of the filing of its original Certificate of Incorporation with the Secretary of State of the State of Delaware was October 19, 2012.

2. The Amended and Restated Certificate of Incorporation of this corporation attached hereto as Exhibit A, which is incorporated herein by this reference, and which restates, integrates and further amends the provisions of the Certificate of Incorporation of this corporation, as previously amended and/or supplemented, has been duly adopted by this corporation’s Board of Directors and by its stockholders in accordance with Sections 242 and 245 of the General Corporation Law of the State of Delaware, with the approval of this corporation’s stockholders having been given by written consent without a meeting in accordance with Section 228 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, this corporation has caused this Amended and Restated Certificate of Incorporation to be signed by its duly authorized officer and the foregoing facts stated herein are true and correct.

Dated: August 1, 2025

FIGMA, INC.

By: /s/ Dylan Field
Dylan Field
Chief Executive Officer and President

EXHIBIT A

FIGMA, INC.

AMENDED AND RESTATED CERTIFICATE OF INCORPORATION

ARTICLE I: NAME

The name of the corporation is Figma, Inc. (the “*Corporation*”).

ARTICLE II: AGENT FOR SERVICE OF PROCESS

The address of the Corporation’s registered office in the State of Delaware is 1209 Orange Street, City of Wilmington, County of New Castle, Delaware 19801, and the name of the Corporation’s registered agent in the State of Delaware at such address is The Corporation Trust Company.

ARTICLE III: PURPOSE

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware (as amended from time to time, the “*General Corporation Law*”).

ARTICLE IV: AUTHORIZED STOCK

1. Authorized Shares.

1.1 The total number of shares of all classes of capital stock that the Corporation has authority to issue is 11,650,000,000 shares comprised of: (i) 11,350,000,000 shares of Common Stock, \$0.00001 par value per share (“*Common Stock*”), of which (a) 10,000,000,000 shares shall be a series designated as Class A Common Stock, \$0.00001 par value per share (“*Class A Common Stock*”), (b) 350,000,000 shares shall be a series designated as Class B Common Stock, \$0.00001 par value per share (“*Class B Common Stock*”), and (c) 1,000,000,000 shares shall be a series designated as Class C Common Stock, \$0.00001 par value per share (“*Class C Common Stock*”), (ii) 100,000,000 shares of Blockchain Common Stock, \$0.00001 par value per share (“*Blockchain Common Stock*”), and (iii) 200,000,000 shares of Preferred Stock, \$0.00001 par value per share (“*Preferred Stock*”).

1.2 Irrespective of the provisions of Section 242(b)(2) of the General Corporation Law, but subject to the rights of the holders of any series of Blockchain Common Stock or Preferred Stock then outstanding, the number of authorized shares of any class or classes of stock may be increased or decreased (but not below the number of shares thereof then outstanding) by a vote of the holders of the stock of the Corporation entitled to vote thereon, voting as a single class.

1.3 For the avoidance of doubt, the Corporation expressly elects to be governed by Section 242(d) of the General Corporation Law.

2. Blockchain Common Stock and Preferred Stock.

2.1 The Corporation’s Board of Directors (the “*Board*”) is authorized, subject to any limitations prescribed by the laws of the State of Delaware, by resolution or resolutions adopted from time to time, to provide for the issuance of shares of Blockchain Common Stock or Preferred Stock in one

or more series, and, by filing a certificate of designation pursuant to the applicable laws of the State of Delaware (“*Certificate of Designation*”), to establish from time to time the number of shares to be included in each such series, to fix the designation, powers (including voting powers), preferences and relative, participating, optional or other special rights (and the qualifications, limitations or restrictions thereof) of the shares of each such series and, except where otherwise provided in the applicable Certificate of Designation, to increase (but not above the total number of authorized shares of the Blockchain Common Stock or the Preferred Stock, as applicable) or decrease (but not below the number of shares of such series then outstanding) the number of shares of any such series.

2.2 Except as otherwise expressly provided in this Amended and Restated Certificate of Incorporation (as the same may be amended and/or restated from time to time, including pursuant to the terms of any Certificate of Designation designating any series of Blockchain Common Stock or Preferred Stock, this “*Certificate of Incorporation*”), (i) any new series of Blockchain Common Stock or Preferred Stock may be designated, fixed and determined as provided herein by the Board without approval of the holders of Common Stock, Blockchain Common Stock or Preferred Stock, or any series thereof, and (ii) any such new series may have powers, preferences and rights, including, without limitation, voting powers, dividend rights, liquidation rights, redemption rights and conversion rights, senior to, junior to or pari passu with the rights of the Common Stock, any series of the Blockchain Common Stock or Preferred Stock or any future class or series of the Corporation’s capital stock.

3. Common Stock.

3.1 Equal Status. Except as otherwise provided in this Certificate of Incorporation or required by applicable law, the holders of each series of Common Stock shall have the same rights and powers, rank equally (including as to dividends and distributions, and upon any liquidation, bankruptcy, dissolution or winding up of the Corporation, but excluding voting and other matters as described in Section 3.2 of this Article IV), share ratably and be identical in all respects and as to all matters.

3.2 Voting Rights. Except as otherwise expressly provided by this Certificate of Incorporation or as required by law, the holders of shares of Common Stock shall (a) at all times vote together as a single class and not as separate series or classes on all matters (including the election of directors) submitted to a vote of the stockholders of the Corporation, (b) be entitled to notice of any stockholders’ meeting in accordance with the Corporation’s Bylaws (as the same may be amended and/or restated from time to time, the “*Bylaws*”) and (c) be entitled to vote upon such matters and in such manner as may be provided by applicable law; *provided, however,* that, except as otherwise required by law or this Certificate of Incorporation, holders of shares of Common Stock shall not be entitled to vote on any amendment to this Certificate of Incorporation (including any Certificate of Designation relating to any series of Blockchain Common Stock or Preferred Stock) that relates solely to the terms of one (1) or more outstanding class or series of Blockchain Common Stock or Preferred Stock if the holders of such affected class or series are entitled, either separately or together as a class with the holders of one (1) or more other such class or series, to vote thereon pursuant to this Certificate of Incorporation (including any Certificate of Designation relating to any series of Blockchain Common Stock or Preferred Stock). Except as otherwise expressly provided herein or required by applicable law, (x) each holder of Class A Common Stock shall have the right to one (1) vote per share of Class A Common Stock held of record by such holder, (y) each holder of Class B Common Stock shall have the right to fifteen (15) votes per share of Class B Common Stock held of record by such holder and (z) shares of Class C Common Stock shall have no voting rights, except as otherwise required by law. Unless required by law, there shall be no cumulative voting.

3.3 Dividends. Subject to the preferential or other rights of any holders of Blockchain Common Stock or Preferred Stock then outstanding, the holders of all series of Common Stock shall be treated equally, identically and ratably, on a per share basis, with respect to any dividends or distributions (other than authorized repurchases of outstanding Common Stock) as may be declared and paid from time to time by the Board out of any assets of the Corporation legally available therefor, unless a disparate dividend or distribution is approved in advance by the affirmative vote of the holders of a majority of the then-outstanding shares of each series of Common Stock, voting as separate series; *provided, however*, that, notwithstanding the foregoing, in the event a dividend or distribution (other than authorized repurchases of outstanding Common Stock) is paid in the form of shares of a series of Common Stock (or securities convertible into or exchangeable or exercisable for (“*rights to acquire*”) such shares), the holders of a series of Common Stock, as such, shall receive shares of such series of Common Stock (or rights to acquire such shares, as the case may be). Notwithstanding the foregoing, the Board may pay or make a dividend or distribution of shares of Class A Common Stock (or rights to acquire such shares) to the holders of Class A Common Stock and Class B Common Stock otherwise meeting the criteria of this Section 3.3 if such dividend or distribution is approved by the affirmative vote of the Requisite Class B Holders (as defined below).

3.4 Subdivisions or Combinations. Without the affirmative vote of the holders of a majority of the then-outstanding shares of each series of Common Stock, voting as separate series, the Corporation may not subdivide or combine the issued shares of any series of Common Stock unless the issued shares of each other such series shall, concurrently therewith, be subdivided or combined in a manner that maintains the same proportionate equity ownership between the holders of the outstanding series of Common Stock on the record date of such subdivision or combination.

3.5 Reclassifications. Without the affirmative vote of the holders of a majority of the then-outstanding shares of each series of Common Stock, voting as separate series, the Corporation may not reclassify or otherwise change (other than a subdivision or combination pursuant to which Section 3.4 of this Article IV shall be applicable) (such reclassification or other change, “*Reclassify*”) the shares of any series of Common Stock unless the shares of each other series of Common Stock are concurrently Reclassified (i) in a manner that maintains the same proportionate equity ownership between the holders of the outstanding series of Common Stock on the record date of such Reclassification and (ii) into the same kind and amount of stock or securities; *provided*, that, the stock or securities into which each share of Class B Common Stock or Class C Common Stock is Reclassified shall be deemed the same kind and amount into which each share of Class A Common Stock is Reclassified so long as any differences in the kind and amount of stock or securities are intended solely (as determined by the Board in good faith) to maintain the relative voting power of each share of Class B Common Stock relative to each share of any other series of Common Stock outstanding prior to the Reclassification.

3.6 Liquidation, Dissolution or Winding Up. Subject to the preferential or other rights of any holders of Blockchain Common Stock or Preferred Stock then outstanding, upon the liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, the holders of each series of Common Stock will be entitled to receive ratably, on a per share basis, all assets of the Corporation available for distribution to its stockholders unless disparate or different treatment of the shares of each such series with respect to distributions upon any such liquidation, dissolution or winding up is approved in advance by the affirmative vote of the holders of a majority of the then-outstanding shares of each series of Common Stock, voting as separate series. Notwithstanding the foregoing, and for the avoidance of doubt, consideration to be paid or received by a holder of Common Stock pursuant to any employment, consulting, severance or similar services arrangement shall not be deemed to be assets of the Corporation available for distribution to its stockholders for the purpose of this Section 3.6.

3.7 Fundamental Change. In addition to any vote required pursuant to applicable law or this Certificate of Incorporation, the affirmative vote of the holders of a majority of the then-outstanding shares of each series of Common Stock, voting as separate series, shall be required to approve any merger, consolidation, conversion, transfer, domestication or continuance (whether or not the Corporation is the surviving entity, a “**Fundamental Change**”) unless the holders of each series of Common Stock, as such, will be entitled to receive equal, identical and ratable per share distributions or payments, if any, in connection with such Fundamental Change; *provided, however*, that, notwithstanding the foregoing, in the case of a distribution or payment in the form of securities in connection with a Fundamental Change, the holders of any or all such series of Common Stock may (but shall not be required to) receive different or disproportionate distributions or payments in the form of securities of the Corporation or another entity if the only difference among the securities distributed or paid to the holders of each series of Common Stock shall be the voting rights thereof, which shall be substantially similar to the voting rights of the series of Common Stock in respect of which such securities are distributed or paid; and *provided, further*, that in the event that the holders of a series of Common Stock are granted rights to elect to receive one of two or more alternative forms of consideration, the holders of each series of Common Stock shall be deemed to have received equal, identical and ratable per share distributions or payments in connection with such Fundamental Change if holders of each series of Common Stock are each granted substantially similar election rights. Notwithstanding the foregoing, and for the avoidance of doubt, (x) consideration to be distributed or paid to a holder of Common Stock in connection with any such Fundamental Change pursuant to any employment, consulting, severance or similar services arrangement or (y) a negotiated agreement between a holder of Common Stock and any counterparty (or an “affiliate” thereof (used herein as defined pursuant to Rule 405 promulgated under the Securities Act of 1933, as amended (the “**Securities Act**”))) to a Fundamental Change wherein such holder is contributing, selling, transferring or otherwise disposing of shares of the Corporation’s capital stock to such counterparty (or an “affiliate” thereof) as part of a “rollover” or similar transaction that is in connection with such Fundamental Change, in each case, shall not be deemed to be consideration distributed or paid to the holder of shares of Common Stock for the purpose of this Section 3.7.

4. Conversion.

4.1 Conversion of the Class B Common Stock.

4.1.1 General. The Class B Common Stock shall be convertible into Class A Common Stock as follows:

(a) Each share of Class B Common Stock will automatically convert into one (1) fully paid and nonassessable share of Class A Common Stock on the Final Conversion Date (as defined below) (the “**Class B Automatic Conversion**”).

(b) With respect to any holder of Class B Common Stock, each share of Class B Common Stock held by such holder will automatically be converted into one (1) fully paid and nonassessable share of Class A Common Stock, as follows:

i) on the affirmative written election of such holder or, if later, at the time or the happening of a future event specified in such written election (which election may be revoked by such holder prior to the date on which the automatic conversion would otherwise occur unless otherwise specified by such holder); or

ii) on the occurrence of a Transfer (as defined below) of such share of Class B Common Stock, other than a Permitted Transfer (as defined below).

4.2 Class C Automatic Conversion. All shares of Class C Common Stock then outstanding shall automatically, without further action by the Corporation or the holder thereof, be converted into one (1) fully paid and nonassessable share of Class A Common Stock following both (a) the earliest to occur of (i) the conversion or other exchange of all then-outstanding shares of Class B Common Stock into, or for shares of, Class A Common Stock, (ii) the Class B Automatic Conversion and (iii) the affirmative vote of the holders of a majority of the then-outstanding shares of Class B Common Stock, voting separately as a single class and (b) upon the date and time, or occurrence of an event, specified by the affirmative vote of the holders of a majority of the then-outstanding shares of Class A Common Stock, voting separately as a single class (the “*Class C Automatic Conversion*,” and the Class B Automatic Conversion and the Class C Automatic Conversion each an “*Automatic Conversion*”).

The Corporation shall provide notice of an Automatic Conversion to record holders of all then-outstanding shares of Class B Common Stock subject to such Class B Automatic Conversion and of Class C Common Stock subject to such Class C Automatic Conversion, as applicable, as soon as practicable following such Automatic Conversion. Such notice shall be provided by any means then permitted by the General Corporation Law; *provided, however*, that no failure to give such notice nor any defect therein shall affect the validity of an Automatic Conversion. Upon and after an Automatic Conversion, each record holder of then-outstanding shares of Class B Common Stock subject to such Class B Automatic Conversion and of Class C Common Stock subject to such Class C Automatic Conversion, as applicable, immediately prior to such Class B Automatic Conversion and Class C Automatic Conversion, as applicable, shall be registered on the Corporation’s books as the record holder of the shares of Class A Common Stock issued upon such Automatic Conversion without further action on the part of such record holder. Immediately upon the effectiveness of an Automatic Conversion, the rights of the holders of the shares of Class B Common Stock converted pursuant to such Class B Automatic Conversion and of Class C Common Stock converted pursuant to such Class C Automatic Conversion, as applicable, shall cease, and the holders shall be treated for all purposes as having become the record holder or holders of such shares of Class A Common Stock into which such shares of Class B Common Stock and Class C Common Stock, as applicable, were converted.

4.3 Certain Procedures.

4.3.1 The Corporation may, from time to time, establish such policies and procedures relating to the conversion of the Class B Common Stock or Class C Common Stock to Class A Common Stock and the general administration of the division of the Common Stock into multiple series, including the issuance of stock certificates with respect thereto, as it may deem necessary or advisable, and may from time to time request that holders of shares of Class B Common Stock or Class C Common Stock furnish certifications, affidavits or other proof to the Corporation as it deems necessary to verify the ownership of Class B Common Stock or Class C Common Stock and to confirm that a conversion to Class A Common Stock has not occurred. The Board is authorized to determine whether or not a Transfer has occurred that results in a conversion to Class A Common Stock.

4.3.2 On the occurrence of the conversion events specified in Sections 4.1.1(a), 4.1.1(b) or 4.2 of this Article IV, such conversion will occur automatically without the need for any further action by the holders of such shares and whether or not the certificates representing such shares are surrendered to the Corporation or its transfer agent; *provided, however*, that the Corporation will not be obligated to issue certificates evidencing the shares of Class A Common Stock issuable on such

conversion unless the certificates evidencing such shares of Class B Common Stock or Class C Common Stock, as applicable, if any such certificates have been issued, are either delivered to the Corporation or its transfer agent as provided below, or the holder notifies the Corporation or its transfer agent that such certificates have been lost, stolen or destroyed and executes an agreement satisfactory to the Corporation to indemnify the Corporation from any loss incurred by it in connection with such certificates or the issuance of such shares of Class A Common Stock. On the occurrence of such Class B Automatic Conversion or Class C Automatic Conversion, the holders of Class B Common Stock or Class C Common Stock, as applicable, so converted will surrender the certificates representing such shares at the office of the Corporation or any transfer agent for the Class A Common Stock. Thereupon, if requested by any holder of Class B Common Stock or Class C Common Stock, there shall be issued and delivered to such holder promptly at such office and in its name as shown on such surrendered certificate or certificates, a certificate or certificates for the number of shares of Class A Common Stock into which the shares of Class B Common Stock or Class C Common Stock surrendered were convertible on the date on which such automatic conversion occurred.

4.4 Reservation. The Corporation will at all times reserve and keep available out of its authorized but unissued shares of Class A Common Stock, solely for the purpose of effecting the conversion of the shares of the Class B Common Stock and Class C Common Stock, such number of its shares of Class A Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of Class B Common Stock and Class C Common Stock; and if at any time the number of authorized but unissued shares of Class A Common Stock will not be sufficient to effect the conversion of all then-outstanding shares of Class B Common Stock and Class C Common Stock, the Corporation will take such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued shares of Class A Common Stock, to such number of shares as shall be sufficient for such purpose.

4.5 Definitions. As used in this Certificate of Incorporation, the following terms shall have the meanings set forth below:

4.5.1 “**Disability**” means, with respect to a Founder (as defined below), such Founder’s inability to perform the material duties of his employment by reason of any medically determinable physical or mental impairment that can be expected to result in death within twelve (12) months or can be expected to last for a continuous period of not less than twelve (12) months, as determined by a licensed physician jointly selected by a majority of the Independent Directors (as defined below) and such Founder. If such Founder is incapable of selecting a licensed physician, then (A) such Founder’s spouse shall make the selection on behalf of such Founder, or (B) in the absence or incapacity of such Founder’s spouse, such Founder’s parents (or sole living parent) shall make the selection on behalf of such Founder, or (C) in the absence of parents of such Founder, a natural person then acting as the successor trustee of a revocable living trust which was created by such Founder and which holds more shares of all classes of capital stock of the Corporation than any other revocable living trust created by such Founder shall make the selection on behalf of such Founder, or (D) in absence of any such successor trustee, the legal guardian or conservator of the estate of such Founder shall make the selection on behalf of such Founder. The term “**Disabled**” shall have a correlative meaning.

4.5.2 “**Exchange Agreement**” means the exchange agreement between the Founders and certain of their Permitted Entities (as defined below), on the one hand, and the Corporation, on the other hand, dated June 23, 2021.

4.5.3 “**Exchange Date**” means June 23, 2021.

4.5.4 “**Family Member**” shall mean with respect to any natural person who is a Qualified Stockholder (as defined below), the spouse, domestic partner, parents, grandparents, aunts, uncles, cousins, lineal descendants, siblings and lineal descendants of siblings of such natural person, or the parents, grandparents, aunts, uncles, cousins, lineal descendants, siblings or lineal descendants of siblings of the spouse or domestic partner of such Qualified Stockholder. Lineal descendants shall include adopted persons, but only so long as they are adopted while a minor. Siblings shall include persons sharing one or both parents as well as persons adopted by one or both parents, but only so long as they are adopted while a minor.

4.5.5 “**Final Conversion Date**” means the first to occur of:

(a) the date fixed by the Board that is no less than sixty-one (61) days and no more than one-hundred-eighty (180) days following the date on which the Founders each fail to satisfy his Minimum Class B Share Ownership Condition (as defined below); it being understood that this clause (a) shall not be met if only one Founder fails to satisfy his Minimum Class B Share Ownership Condition;

(b) the date that is twenty-four (24) months after the death or Disability of Field, *provided*, that such date may be extended but not for a total period of longer than twelve (12) months, to a date approved by a majority of the Independent Directors then in office;

(c) the date specified by the holders of at least eighty percent (80%) of the then outstanding shares of Class B Common Stock, voting as a separate class (the “**Requisite Class B Holders**”), or in the affirmative written election executed by the Requisite Class B Holders; or

(d) the date that is twenty-four (24) months following the date on which the Founders each have ceased providing services to the Corporation as a director, officer, employee and/or consultant on a continuous basis for period of more than three consecutive years; it being understood that this clause (d) shall not be met if only one Founder has ceased providing services to the Corporation as a director, officer, employee and/or consultant on a continuous basis for a period of more than three consecutive years.

4.5.6 “**Founder**” means either Dylan Field (“**Field**”) or Evan Wallace (“**Wallace**”).

4.5.7 “**Independent Directors**” mean the members of the Board designated as independent directors in accordance with the Listing Standards (as defined below).

4.5.8 “**Liquidation Event**” means (A) a merger, acquisition, sale or consolidation in which (1) the Corporation is a constituent party or the subject of such merger, acquisition, sale or consolidation or (2) a subsidiary of the Corporation is a constituent party or the subject of such merger, acquisition, sale or consolidation and the Corporation issues shares of its securities pursuant to such merger, acquisition, sale or consolidation, except any such merger, acquisition, sale or consolidation involving the Corporation or a subsidiary in which the shares of securities of the Corporation issued immediately prior to such merger, acquisition, sale or consolidation continue to represent, or are converted into or exchanged for shares of securities that represent, immediately following such merger, acquisition, sale or consolidation, at least a majority, by voting power, of the securities of (x) the surviving or resulting corporation or (y) if the surviving or resulting corporation is a wholly owned subsidiary of another corporation immediately following such merger or consolidation, the parent corporation of such surviving or resulting corporation; (B) the sale, transfer, exclusive license or

other disposition, in a single transaction or series of related transactions, by the Corporation or any subsidiary of the Corporation that constitutes an effective disposition of all or substantially all the assets of the Corporation and its subsidiaries taken as a whole or the sale or disposition (whether by merger or otherwise) of one or more subsidiaries of the Corporation if substantially all of the assets of the Corporation and its subsidiaries taken as a whole are held by such subsidiary or subsidiaries, except where such sale, transfer, exclusive license or other disposition is to a wholly owned subsidiary of the Corporation; (C) the closing of the transfer (whether by merger, consolidation or otherwise), in a single transaction or series of related transactions, in each case, approved by the Board, to a person or group of affiliated persons (other than an underwriter of the Corporation's securities), of the Corporation's securities if, after such closing, such person or group of affiliated persons would hold 50% or more of the voting power of the outstanding stock of the Corporation (or the surviving or acquiring entity); *provided, however*, that notwithstanding the foregoing, the sale of the Corporation's capital stock by the Corporation in a bona fide equity financing for capital raising purposes shall not constitute a Liquidation Event; or (D) a liquidation, dissolution or winding up of the Corporation; *provided, however*, that a transaction shall not constitute a Liquidation Event if its sole purpose is to change the state of the Corporation's incorporation or to create a holding company that will be owned in substantially the same proportions by the persons who held the Corporation's securities immediately prior to such transaction.

4.5.9 "**Listing Standards**" means the requirements of any national stock exchange under which the Corporation's equity securities are listed for trading that are generally applicable to companies with common equity securities listed thereon.

4.5.10 "**Minimum Class B Share Ownership Condition**" means, with respect to a Founder, that such Founder, such Founder's Family Members, such Founder's Permitted Entities and such Founder's Permitted Transferees (as defined below) collectively own at least thirty percent (30%) of the issued and outstanding shares of Class B Common Stock (excluding, for the avoidance of doubt, any shares of Class B Common Stock that remain subject to vesting requirements at such time) owned of record by such Founder, such Founder's Family Members, such Founder's Permitted Entities and such Founder's Permitted Transferees as of 11:59 p.m. Eastern Time on the date of the closing of the Corporation's sale of its Class A Common Stock in a firm commitment underwritten public offering pursuant to a registration statement on Form S-1 under the Securities Act.

4.5.11 "**Parent**" of an entity means any entity that directly or indirectly owns or controls a majority of the voting power of the voting securities of such entity.

4.5.12 "**Permitted Entities**" mean any of the following:

(a) a trust, estate planning vehicle or similar entity (including but not limited to legacy trusts, remainder trusts, freeze partnerships or limited liability companies, grantor retained annuity trusts, and charitable split interest trusts) for the benefit of a Qualified Stockholder, one or more Family Members of a Qualified Stockholder, one or more Permitted Entities of a Qualifying Stockholder, one or more Permitted Transferees of a Qualifying Stockholder or otherwise for estate planning purposes so long as one or more of (1) a Qualified Stockholder, (2) a Family Member of a Qualified Stockholder, (3) a professional in the business of providing trustee services (including private professional fiduciaries, trust companies and bank trust departments), (4) an individual who may be removed and replaced at the discretion of a Qualified Stockholder or a Family Member of a Qualified Stockholder, (5) a Permitted Entity of a Qualified Stockholder and/or (6) any other individual, entity or other organization approved by a majority of the Independent Directors (any of the foregoing persons identified in clauses (1) through (6), a "**Permitted Trustee**") collectively have dispositive power and

Voting Control (as defined below) with respect to the shares of Class B Common Stock held by such trust, estate planning vehicle or similar entity; provided that in the event one or more Permitted Trustees collectively no longer have dispositive power and Voting Control with respect to the shares of Class B Common Stock held by such trust, then a Transfer of each such share of Class B Common Stock then held by such trust shall be deemed to have occurred and such shares shall automatically convert into one (1) fully paid and nonassessable share of Class A Common Stock;

(b) an Individual Retirement Account, as defined in Section 408(a) of the Internal Revenue Code, or a pension, profit sharing, stock bonus or other type of plan or trust of which a Qualified Stockholder is a participant or beneficiary and which satisfies the requirements for qualification under Section 401 of the Internal Revenue Code; provided that in each case such Qualified Stockholder, one or more Family Members of such Qualified Stockholder and/or one or more of such Permitted Entities of such Qualified Stockholder collectively have dispositive power and Voting Control with respect to the shares of Class B Common Stock held in such account, plan or trust, and provided, further, that in the event such Qualified Stockholder, one or more Family Members of such Qualified Stockholder and/or one or more Permitted Entities of such Qualified Stockholder collectively no longer have dispositive power and Voting Control with respect to the shares of Class B Common Stock held by such account, plan or trust, then a Transfer of each such share of Class B Common Stock then held by such trust shall be deemed to have occurred and such shares shall automatically convert into one (1) fully paid and nonassessable share of Class A Common Stock;

(c) a corporation, partnership, limited liability company or other entity in which a Qualified Stockholder, one or more Permitted Entities of a Qualified Stockholder, and/or one or more Family Members of a Qualified Stockholder, collectively own equity interests, with sufficient Voting Control in such corporation, partnership, limited liability company or other entity, as applicable, or otherwise have legally enforceable rights, such that the Qualified Stockholder, one or more Permitted Entities of such Qualified Stockholder and/or one or more Family Members of such Qualified Stockholder collectively retain dispositive power and Voting Control with respect to the shares of Class B Common Stock held by such corporation, partnership, limited liability company or other entity; provided that in the event the Qualified Stockholder, one or more one or more Permitted Entities of the Qualified Stockholder, and/or one or more Family Members of the Qualified Stockholder, collectively no longer own sufficient equity interests, or no longer have sufficient legally enforceable rights to ensure such persons collectively retain dispositive power and Voting Control with respect to the shares of Class B Common Stock held by such corporation, partnership, limited liability company or other entity, then a Transfer of each such share of Class B Common Stock then held by such corporation, partnership, limited liability company or other entity shall be deemed to have occurred and such shares shall automatically convert into one (1) fully paid and nonassessable share of Class A Common Stock; or

(d) any organization exempt from taxation under the Internal Revenue Code (including but not limited to charitable organizations, private foundations, donor-advised funds, and supporting organizations) controlled by, or established by or in the name of, a Qualified Stockholder, one or more Family Members of a Qualified Stockholder and/or one or more Permitted Entities of a Qualified Stockholder.

For the avoidance of doubt, to the extent any shares of Class B Common Stock are deemed to be held by a trustee of a trust described under any of the clauses above, the Transfer shall be a Permitted Transfer and the trustee shall be deemed a Permitted Entity so long as the other requirements of the applicable clause above are otherwise satisfied.

4.5.13 “**Permitted Transfer**” means any of the following, whether the Transfer was made for value or for no value:

(a) with respect to any Founder, a Transfer from such Founder, from such Founder’s Permitted Entities, from such Founder’s Family Members, from the estate of such Founder or such Founder’s Family Members, or from such Founder’s Permitted Transferees, to such Founder’s estate as a result of such Founder’s death, to either Founder, to either Founder’s Family Members, to either Founder’s Permitted Entities or to either Founder’s Permitted Transferees; and

(b) a Transfer by a Qualified Stockholder to any of the Permitted Entities and from any of the Permitted Entities listed to such Qualified Stockholder or to such Qualified Stockholder’s other Permitted Entities.

Notwithstanding the foregoing, if the transferee of any share of Class B Common Stock in a Permitted Transfer is not Field, a Family Member of Field, a Permitted Entity of Field, then such Transfer shall not qualify as a Permitted Transfer unless Field, a Family Member of Field or a Permitted Entity of Field shall have Voting Control with respect to such share of Class B Common Stock following such Transfer or such share shall be subject to a voting proxy to Field following such Transfer (it being understood that such voting proxy may be executed promptly following, and in no event later than the tenth (10th) day after, such Transfer), unless this requirement is otherwise waived in writing by Field, or, if Field is incapable of granting such a waiver, then a person who then has the authority to select a licensed physician for Field under the definition of “Disability” above, prior to the expiration of such ten day period.

Furthermore, for the avoidance of doubt, in the event a Transfer could be evaluated as a Permitted Transfer under more than one of the clauses above, if it satisfies the applicable criteria for a Permitted Transfer under any such clause, it shall be deemed a Permitted Transfer notwithstanding the failure of such Transfer to satisfy the applicable criteria for a Permitted Transfer under any other clause.

4.5.14 “**Permitted Transferee**” means a transferee of shares of Class B Common Stock received in a Transfer that constitutes a Permitted Transfer.

4.5.15 “**Qualified Stockholder**” means (i) a Founder, (ii) any record holder of a share of Class B Common Stock as of 11:59 p.m. Eastern Time on the Exchange Date, after giving effect to the transactions contemplated by the Exchange Agreement; (iii) the initial registered holder of any share of Class B Common Stock that is originally issued by the Corporation after the Exchange Date pursuant to, or in exchange for shares of Class A Common Stock originally issued by the Corporation after the Exchange Date pursuant to, the exercise or conversion of options or warrants or settlement of restricted stock units awarded with the requisite approval of the holders of Class B Common Stock as provided by Section 1 of Article X; and (iv) a Permitted Transferee of any of the foregoing.

4.5.16 “**Transfer**” of a share of Class B Common Stock means, directly or indirectly, any sale, assignment, transfer, conveyance, hypothecation or other transfer or disposition of such share or any legal or beneficial interest in such share, whether or not for value and whether voluntary or involuntary or by operation of law (including by merger, consolidation or otherwise) after 11:59 p.m. Eastern Time on the Exchange Date, including, without limitation, a transfer of a share of Class B Common Stock to a broker or other nominee (regardless of whether there is a corresponding change in beneficial ownership), or the transfer of, or entering into a binding agreement with respect to, Voting Control over such share by proxy or otherwise. A “Transfer” will also be deemed to have occurred with

respect to all shares of Class B Common Stock beneficially held by an entity that is a Qualified Stockholder, if after 11:59 p.m. Eastern Time on the Exchange Date, there is a Transfer of the voting power of the voting securities of such entity or any direct or indirect Parent of such entity, such that the previous holders of such voting power no longer retain dispositive power and Voting Control with respect to the shares of Series Class B Common Stock or held by such holder. Notwithstanding the foregoing, the following will not be considered a “Transfer”:

(a) any grant by Field, Field’s Permitted Entities or Field’s Family Members (or, if requested by Field, any grant by any holder of shares of Class B Common Stock) of a proxy to officers or directors of the Corporation at the request of the Board in connection with (i) actions to be taken at an annual or special meeting of stockholders or in connection with any action by written consent of the stockholders solicited by the Board (if action by written consent of stockholders is permitted at such time under this Certificate of Incorporation) or (ii) any other action of the stockholders permitted by this Certificate of Incorporation;

(b) any grant of a proxy to, or entry into a voting trust or agreement or arrangement with Field, Field’s Permitted Entities or Field’s Family Members for Field, Field’s Permitted Entities or Field’s Family Members to exercise Voting Control of shares of Class B Common Stock;

(c) pledging shares of Class B Common Stock by a Qualified Stockholder that creates a mere security interest in such shares pursuant to a bona fide loan or indebtedness transaction for so long as such Qualified Stockholder continues to exercise Voting Control over such pledged shares or has granted a proxy to Field, Field’s Permitted Entities or Field’s Family Members to exercise Voting Control over such pledged shares; *provided, however*, that a foreclosure on such shares or other similar action by the pledgee will constitute a “Transfer” unless such foreclosure or similar action qualifies as a “Permitted Transfer” at such time;

(d) granting of a proxy by Field to (A) Wallace, (B) Field’s Family Members, (C) a professional in the business of providing trustee services (including private professional fiduciaries, trust companies and bank trust departments), (D) a person disclosed to the Board, to exercise dispositive power and/or Voting Control of the shares of Class B Common Stock owned directly or indirectly, beneficially and of record, by Field effective either, in the case of (D), (A) on the death of Field or (B) during any Disability of Field, including the exercise of such proxy by such person, or (E) a person pursuant to a written agreement to which the Company is a party and which has been approved by a majority of the Independent Directors;

(e) entering into a trading plan pursuant to Rule 10b5-1 under the Securities Exchange Act of 1934, as amended (the “*Exchange Act*”), with a broker or other nominee; *provided, however*, that a sale of such shares of Class B Common Stock pursuant to such plan shall constitute a “Transfer” at the time of such sale;

(f) the fact that the spouse of any Qualified Stockholder possesses or obtains an interest in such holder’s shares of Class B Common Stock arising solely by reason of the application of the community property laws of any jurisdiction, so long as no other event or circumstance shall exist or have occurred that constitutes a “Transfer”; and

(g) any entry by Field, Field’s Permitted Entities or Field’s Family Members (or, if requested by Field, entry by any holder of shares of Class B Common Stock) into a

support, voting, tender or similar agreement, arrangement or understanding (with or without granting a proxy) in connection with a Liquidation Event or consummating the actions or transactions contemplated therein (including, without limitation, tendering shares of Class B Common Stock or voting such shares in connection with a Liquidation Event, the consummation of a Liquidation Event or the sale, assignment, transfer, conveyance, hypothecation or other transfer or disposition of shares of Class B Common Stock or any legal or beneficial interest in shares of Class B Common Stock in connection with a Liquidation Event); *provided* that any sale, tender, assignment, transfer, conveyance, hypothecation or other transfer or disposition of Class B Common Stock or any legal or economic interest therein by the holder pursuant to a Liquidation Event, or any grant of a proxy over Class B Common Stock by the holder with respect to a Liquidation Event without specific instructions as to how to vote such Class B Common Stock, in each case, will constitute a “Transfer” of such Class B Common Stock unless such Liquidation Event was approved by the Board prior to the taking of such action.

4.5.17 “*Voting Control*” means, with respect to a share of Class B Common Stock, the power (whether exclusive or shared) to vote or direct the voting of such share by proxy, voting agreement or otherwise.

4.6 No Reissuance of Converted Stock. No share or shares of Class B Common Stock or Class C Common Stock acquired by the Corporation by reason of redemption, purchase, conversion or otherwise shall be reissued, and all such shares shall be cancelled, retired and eliminated from the shares that the Corporation shall be authorized to issue.

4.7 Effect of Conversion on Payment of Dividends. Notwithstanding anything to the contrary in Sections 4.1 or 4.2 of this Article IV, if the date on which any share of Class B Common Stock or Class C Common Stock is converted into Class A Common Stock pursuant to the provisions of Sections 4.1 or 4.2 of this Article IV occurs after the record date for the determination of the holders of Class B Common Stock or Class C Common Stock entitled to receive any dividend or distribution to be paid on the shares of Class B Common Stock or Class C Common Stock, as applicable, the holder of such shares of Class B Common Stock or Class C Common Stock, as applicable, as of such record date will be entitled to receive such dividend or distribution on such payment date; *provided*, that, notwithstanding any other provision of this Certificate of Incorporation, to the extent that any such dividend or distribution is payable in shares of Class B Common Stock or Class C Common Stock, such shares of Class B Common Stock or Class C Common Stock, as applicable, shall automatically be converted to Class A Common Stock, on a one-to-one basis.

ARTICLE V: AMENDMENT OF BYLAWS

The Board shall have the power to adopt, amend or repeal the Bylaws. Any adoption, amendment or repeal of the Bylaws by the Board shall require the approval of a majority of the total number of authorized directors, whether or not there exist any vacancies in previously authorized directorships (the “*Whole Board*”). The stockholders shall also have power to adopt, amend or repeal the Bylaws. Prior to 5:00 p.m. Eastern Time on the first day on which the voting power of all of the then-outstanding shares of Class B Common Stock represents less than a majority of the total voting power of all of the then-outstanding shares of the Corporation’s capital stock (the “*Trigger Date*”), except as otherwise provided in this Certificate of Incorporation, and in addition to any requirements of law, such adoption, amendment or repeal of the Bylaws of the Corporation by the stockholders shall require the affirmative vote of a majority in voting power of all of the then-outstanding shares of the Corporation’s capital stock entitled to vote thereon, voting together as a single class. From and after the Trigger Date, except as otherwise provided in this Certificate of Incorporation, and in addition to any requirements of law, the affirmative

vote of the holders of at least two-thirds (2/3) of the voting power of all of the then-outstanding shares of the Corporation's capital stock entitled to vote thereon, voting together as a single class, shall be required for the stockholders to adopt, amend or repeal any provision of the Bylaws; *provided, further*, that, in the case of any adoption, amendment or repeal of any provision of the Bylaws that the Board elects to submit to the stockholders for adoption and which is approved by at least two-thirds (2/3) of the Whole Board, then, except as otherwise provided in this Certificate of Incorporation, only the affirmative vote of the holders of a majority of the voting power of all of the then-outstanding shares of the Corporation's capital stock entitled to vote thereon, voting together as a single class (in addition to any requirements of law), shall be required to adopt, amend or repeal any such provision of the Bylaws.

ARTICLE VI: MATTERS RELATING TO THE BOARD OF DIRECTORS

1. **Director Powers.** Except as otherwise provided by the General Corporation Law or this Certificate of Incorporation, the Corporation's business and affairs shall be managed by or under the direction of the Board.

2. **Number of Directors.** Subject to the special rights of the holders of any class or series of Blockchain Common Stock or Preferred Stock to elect additional directors under specified circumstances, the total number of directors constituting the Whole Board shall be fixed from time to time exclusively by resolution of the Board.

3. **Classified Board.** Effective upon the Trigger Date and subject to the special rights of the holders of one or more class or series of Blockchain Common Stock or Preferred Stock to elect directors, the directors shall be divided, with respect to the time for which they severally hold office, into three classes, designated as Class I, Class II and Class III, respectively (the "**Classified Board**"). In connection with the Trigger Date, the Board is authorized to assign members of the Board already in office to such classes of the Classified Board, with such assignment effective at such time as the division of the Board into classes becomes effective pursuant to this paragraph. In no event shall the term of any director be shortened by the occurrence of a Trigger Date. The initial term of office of the Class I directors shall expire at the Corporation's first annual meeting of stockholders following the Trigger Date, the initial term of office of the Class II directors shall expire at the Corporation's second annual meeting of stockholders following the Trigger Date, and the initial term of office of the Class III directors shall expire at the Corporation's third annual meeting of stockholders following the Trigger Date. At each succeeding annual meeting of stockholders following the Trigger Date, directors elected to succeed those directors of the class whose terms then expire shall be elected for a term of office expiring at the third succeeding annual meeting of stockholders after their election. Prior to the Trigger Date, and subject to the rights of the holders of one or more classes or series of Blockchain Common Stock or Preferred Stock to elect directors, each director elected by the stockholders shall serve for a term expiring at the first annual meeting of stockholders held after such director's election.

4. **Term and Removal.** Each director shall hold office until such director's successor is duly elected and qualified, or until such director's earlier death, resignation, disqualification or removal. Any director may resign at any time upon notice to the Corporation given in writing or by any electronic transmission. Subject to the special rights of the holders of any class or series of Blockchain Common Stock or Preferred Stock, no director may be removed from the Board except for cause and only by the affirmative vote of the holders of at least two-thirds (2/3) of the voting power of all of the then-outstanding shares of the Corporation's capital stock entitled to vote generally in the election of directors, voting together as a single class; *provided* that directors may be removed with or without cause by the affirmative vote of the holders of a majority of the voting power of all of the then-outstanding shares of

the Corporation's capital stock entitled to vote generally in the election of directors, voting together as a single class, prior to the Trigger Date. No decrease in the number of directors constituting the Board shall shorten the term of any director.

5. **Board Vacancies and Newly Created Directorships.** Subject to the special rights of the holders of any class or series of Blockchain Common Stock or Preferred Stock, any vacancy occurring in the Board for any cause, and any newly created directorship resulting from any increase in the authorized number of directors, shall be filled only by the affirmative vote of a majority of the directors then in office, even if less than a quorum, or by a sole remaining director, and shall not be filled by the stockholders; *provided* that such vacancies or newly created directorships may be filled by the affirmative vote of the holders of a majority of the voting power of all of the then-outstanding shares of the Corporation's capital stock entitled to vote generally in the election of directors, voting together as a single class, prior to the Trigger Date. Any director elected in accordance with the preceding sentence shall hold office for the remainder of the term of the class of director in which the vacancy or new directorship was created and shall hold office until such director's successor shall have been duly elected and qualified, or until such director's earlier death, resignation, disqualification or removal.

6. **Vote by Ballot.** Election of directors need not be by written ballot unless the Bylaws shall so provide.

ARTICLE VII: LIMITATION OF LIABILITY

1. **Limitation of Liability.** To the fullest extent permitted by law, no director or officer of the Corporation shall be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director or officer, as applicable. Without limiting the effect of the preceding sentence, if the General Corporation Law is hereafter amended to authorize the further elimination or limitation of the liability of a director or officer, then the liability of a director or officer of the Corporation shall be eliminated or limited to the fullest extent permitted by the General Corporation Law, as so amended.

2. **Change in Rights.** Neither any amendment nor repeal of this Article VII, nor the adoption of any provision of this Certificate of Incorporation inconsistent with this Article VII, shall eliminate, reduce or otherwise adversely affect any limitation on the personal liability of a director or officer of the Corporation existing at the time of such amendment, repeal or adoption of such an inconsistent provision.

ARTICLE VIII: MATTERS RELATING TO STOCKHOLDERS

1. **No Action by Written Consent of Stockholders.** Subject to the rights of any series of Blockchain Common Stock or Preferred Stock then outstanding, no action shall be taken by the Corporation's stockholders except at a duly called annual or special meeting of stockholders and no action shall be taken by the Corporation's stockholders by written consent in lieu of a meeting; *provided*, that, prior to the Trigger Date, any action required or permitted to be taken at any meeting of the stockholders of the Corporation, may be taken without a meeting if holders of a majority of the voting power of all of the then-outstanding shares of capital stock of the Corporation entitled to vote thereon, voting together as a single class, consent thereto in writing or by electronic transmission.

2. **Special Meeting of Stockholders.** Special meetings of the Corporation's stockholders may be called only by the Chairperson of the Board, the Corporation's Chief Executive Officer, the Lead Independent Director (as defined in the Bylaws) or the Board acting pursuant to a resolution adopted by a

majority of the Whole Board and may not be called by the stockholders or any other person or persons; *provided* that, prior to the Trigger Date, special meetings of the Corporation's stockholders may be called by the holders of a majority of the voting power of all of the then-outstanding shares of the Corporation's capital stock entitled to vote generally in the election of directors.

3. Advance Notice of Stockholder Nominations at Annual or Special Meetings and Business Transacted at Special Meetings.

Advance notice of stockholder nominations for the election of directors of the Corporation at and of business to be brought by stockholders before any annual or special meeting of the Corporation's stockholders shall be given in the manner provided in the Bylaws. Business transacted at special meetings of stockholders shall be limited to the purpose or purposes stated in the notice of meeting.

ARTICLE IX: INTERPRETATION

1. Ambiguity. In applying any provision set forth in this certificate that requires a determination by the Board, or in the case of an ambiguity in the application of any provision set forth in this Certificate of Incorporation or in the meaning of any term or definition set forth in this Certificate of Incorporation, the Board or an authorized committee thereof shall have the power to determine, in its sole discretion, the application of any such provision or any such term or definition with respect to any situation based on the facts believed in good faith by it; *provided*, that, for so long as any shares of Class B Common Stock remain outstanding, only the Board (and not an authorized committee thereof) shall have the power to make the foregoing determinations with respect to any application of any provision in, or the meaning of any term or definition set forth in, Article IV hereof. A determination of the Board (or, if applicable and permissible, an authorized committee thereof) in accordance with the preceding sentence shall be conclusive and binding on the stockholders of the Corporation. Such determination shall be evidenced in a writing adopted by the Board (or, if applicable and permissible, an authorized committee thereof), and such writing shall be made available for inspection by any holder of capital stock of the Corporation at the principal executive offices of the Corporation. For the avoidance of doubt, nothing in this Certificate of Incorporation shall (i) modify the fiduciary duties of directors to the Corporation and its stockholders, (ii) alter the standard of review a court of competent jurisdiction may apply to review any action, interpretation, determination or calculation (or any omission with respect to the foregoing) by the Board (or an authorized committee thereof) for compliance with the directors' fiduciary duties to the Corporation and its stockholders or (iii) provide for an elimination or limitation of the personal liability of directors to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director to the extent not permitted by Section 102(b)(7) of the General Corporation Law.

2. Severability. If any provision of this Certificate of Incorporation shall be held to be invalid, illegal, or unenforceable, then such provision shall nonetheless be enforced to the maximum extent possible consistent with such holding and the remaining provisions of this Certificate of Incorporation (including without limitation, all portions of any section of this Certificate of Incorporation containing any such provision held to be invalid, illegal, or unenforceable, which is not invalid, illegal, or unenforceable) shall remain in full force and effect.

ARTICLE X: AMENDMENT OF CERTIFICATE OF INCORPORATION

1. General. The Corporation reserves the right to amend or repeal any provision contained in this Certificate of Incorporation in the manner prescribed by the laws of the State of Delaware and all rights conferred upon stockholders are granted subject to this reservation. Except as otherwise provided in this Certificate of Incorporation, and in addition to any other vote required hereby or by applicable law,

from and after the Trigger Date, the affirmative vote of the holders of at least two-thirds (2/3) of the voting power of all of the then-outstanding shares of the Corporation's capital stock entitled to vote thereon, voting together as a single class, shall be required to amend or repeal, or adopt any provision inconsistent with this Certificate of Incorporation (other than Section 1.1 of Article IV); *provided* that, if two-thirds (2/3) of the Whole Board has approved such amendment or repeal of, or adoption of any provision inconsistent with, the provisions of this Certificate of Incorporation, except as otherwise provided in this Certificate of Incorporation, then only the affirmative vote of the holders of a majority of the voting power of all of the then-outstanding shares of the Corporation's capital stock entitled to vote thereon, voting together as a single class (in addition to any other vote required by law), shall be required to approve such amendment or repeal of, or adoption of any provision inconsistent with, the provisions of this Certificate of Incorporation. Notwithstanding the foregoing, prior to the Trigger Date only the affirmative vote of the holders of a majority of the voting power of all of the then-outstanding shares of the Corporation's capital stock entitled to vote thereon, voting together as a single class (in addition to any other vote required by law), shall be required to approve such amendment or repeal of, or adoption of any provision inconsistent with, the provisions of this Certificate of Incorporation.

Notwithstanding anything to the contrary herein, prior to the Class B Automatic Conversion, the Corporation shall not, without the prior affirmative vote of the Requisite Class B Holders, in addition to any other vote required by applicable law or this Certificate of Incorporation, including pursuant to this Article X:

1.1 directly or indirectly, whether by amendment, or through merger, reclassification, conversion, recapitalization, consolidation or otherwise, amend or repeal, or adopt any provision of this Certificate of Incorporation or the Bylaws inconsistent with, or otherwise alter, any provision of this Certificate of Incorporation or the Bylaws relating to the voting, conversion or other rights, powers, preferences, privileges or restrictions of the Class B Common Stock;

1.2 reclassify any outstanding class or series of capital stock of the Corporation into shares having (i) rights as to dividends or liquidation that are senior to the Class B Common Stock or (ii) the right to have more than one (1) vote for each share thereof (or, in the case of Class C Common Stock, the right to any vote for any share thereof, except as required by law);

1.3 authorize, or issue any shares of, any class or series of capital stock of the Corporation (other than Class B Common Stock) having (i) rights as to dividends or liquidation that are senior to the Class B Common Stock or (ii) having the right to more than one (1) vote for each share thereof; or

1.4 issue any shares of Class B Common Stock, including, for the avoidance of doubt, by dividend, distribution or otherwise, other than shares of Class B Common Stock (i) issued by the Corporation under the Exchange Agreement, (ii) issued to a Founder whether as shares or pursuant to the exchange of shares, exercise or conversion of options or warrants or upon settlement of equity awards granted to a Founder, or (iii) over which Field, Field's Permitted Entities or Field's Family Members shall have Voting Control (or which shall be subject to an irrevocable voting proxy in favor of Field, Field's Permitted Entities or Field's Family Members).

2. Changes to or Inconsistent with Section 3 of Article IV. Notwithstanding any other provision of this Certificate of Incorporation (including any Certificate of Designation) or any provision of law that might otherwise permit a lesser vote or no vote, but in addition to any vote of the holders of any class or series of the stock of the Corporation required by law or by this Certificate of Incorporation

(including any Certificate of Designation), the affirmative vote of the holders of Class A Common Stock representing at least seventy-five percent (75%) of the voting power of all of the then-outstanding shares of Class A Common Stock, voting separately as a single class, and the affirmative vote of the holders of Class B Common Stock representing at least seventy-five percent (75%) of the voting power of all of the then-outstanding shares of Class B Common Stock, voting separately as a single class, shall be required to amend or repeal, or to adopt any provision inconsistent with, Section 3 of Article IV or this Section 2 of Article X.

* * * * *

FIGMA, INC.
(a Delaware corporation)

AMENDED AND RESTATED BYLAWS

As Amended and Restated on August 1, 2025

FIGMA, INC.

(a Delaware corporation)

AMENDED AND RESTATED BYLAWS

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FIGMA, INC.

(a Delaware corporation)

AMENDED AND RESTATED BYLAWS

As Adopted June 26, 2025 and

As Effective August 1, 2025

ARTICLE I: MEETINGS OF STOCKHOLDERS

Section 1.1: Annual Meetings. If required by applicable law, an annual meeting of stockholders shall be held for the election of directors and such other proper business at such date and time as the Board of Directors (the “**Board**”) of Figma, Inc. (the “**Corporation**”), or its designee, shall each year fix. The meeting may be held either at a place, within or without the State of Delaware as permitted by the Delaware General Corporation Law (as amended from time to time, the “**General Corporation Law**”) as the Board, or its designee, shall fix, or solely by means of remote communication as the Board in its sole discretion may determine. Any proper business may be transacted at the annual meeting.

Section 1.2: Special Meetings. Special meetings of stockholders for any purpose or purposes shall be called in the manner set forth in the Amended and Restated Certificate of Incorporation of the Corporation (as the same may be amended and/or restated from time to time, the “**Certificate of Incorporation**”). The special meeting may be held either at a place, within or without the State of Delaware as the Board, or its designee, shall fix, or solely by means of remote communication as the Board in its sole discretion may determine. Business transacted at any special meeting of stockholders shall be limited to matters relating to the purpose or purposes stated in the notice of the meeting.

Section 1.3: Notice of Stockholders’ Meetings. Notice of all meetings of stockholders shall be given in accordance with applicable law (including, without limitation, as set forth in Section 7.1 of these Bylaws) stating the date, time and place, if any, of the meeting, the means of remote communications, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such meeting, and the record date for determining the stockholders entitled to vote at the meeting (if such date is different from the record date for determining the stockholders entitled to notice of the meeting). In the case of a special meeting, such notice shall also set forth the purpose or purposes for which the meeting is called. Unless otherwise required by applicable law or the Certificate of Incorporation, notice of any meeting of stockholders shall be given not less than ten (10), nor more than sixty (60), days before the date of the meeting to each stockholder of record entitled to vote at such meeting as of the record date for determining the stockholders entitled to notice of the meeting.

Section 1.4: Adjournments. Notwithstanding Section 1.5 of these Bylaws, the chairperson of the meeting shall have the power to adjourn the meeting to another time, date and place (if any), regardless of whether a quorum is present, at any time and for any reason. Any

meeting of stockholders, annual or special, may be adjourned from time to time (including an adjournment taken to address a technical failure to convene or continue a meeting using remote communication), and notice need not be given of any such adjourned meeting if the time, date and place (if any) thereof and the means of remote communication (if any) by which stockholders and proxy holders may be deemed to be present in person and vote at such adjourned meeting are (i) announced at the meeting at which the adjournment is taken, (ii) displayed, during the time scheduled for the meeting, on the same electronic network used to enable stockholders and proxy holders to participate in the meeting by means of remote communication or (iii) set forth in the notice of meeting given in accordance with Section 222(a) of the General Corporation Law; *provided, however*, that if the adjournment is for more than thirty (30) days, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting. If, after the adjournment, a new record date for determination of stockholders entitled to vote is fixed for the adjourned meeting, the Board shall fix a new record date for notice of such adjourned meeting in accordance with Section 213(a) of the General Corporation Law and Section 1.3 of these Bylaws, and shall give notice of the adjourned meeting to each stockholder of record as of the record date so fixed for notice of such adjourned meeting. At the adjourned meeting, the Corporation may transact any business that might have been transacted at the original meeting. If a quorum is present at the original meeting, it shall also be deemed present at the adjourned meeting. To the fullest extent permitted by applicable law, the Board may postpone, reschedule or cancel at any time and for any reason any previously scheduled special or annual meeting of stockholders before it is to be held, regardless of whether any notice or public disclosure with respect to any such meeting has been sent or made pursuant to Section 1.3 hereof or otherwise, in which case notice shall be provided to the stockholders of the new date, time and place, if any, of the meeting as provided in Section 1.3 above.

Section 1.5: Quorum. Except as otherwise required by applicable law, the Certificate of Incorporation, these Bylaws or the rules of any applicable stock exchange on which the Corporation's securities are listed, at each meeting of stockholders the holders of a majority of the voting power of the shares of stock issued and outstanding and entitled to vote at the meeting, present in person or represented by proxy, shall constitute a quorum for the transaction of business; *provided, however*, that where a separate vote by a class or classes or series of stock is required by applicable law, the Certificate of Incorporation, these Bylaws or the rules of any applicable stock exchange on which the Corporation's securities are listed, the holders of a majority of the voting power of the shares of such class or classes or series of the stock issued and outstanding and entitled to vote on such matter, present in person or represented by proxy at the meeting, shall constitute a quorum entitled to take action with respect to the vote on such matter. If a quorum shall fail to attend any meeting, the chairperson of the meeting or the stockholders, by the affirmative vote of a majority of the votes cast affirmatively or negatively with respect thereto, may adjourn the meeting. A quorum, once established at a meeting, shall not be broken by the withdrawal of enough votes to leave less than a quorum.

Section 1.6: Organization. Meetings of stockholders shall be presided over by (a) such person as the Board may designate, or (b) in the absence of such designation, the Chairperson of the Board, or (c) in the absence of such person, the Lead Independent Director (as defined below), or (d) in the absence of such person, the Chief Executive Officer of the

Corporation, or (e) in the absence of such person, the President of the Corporation, or (f) in the absence of such person, a Vice President of the Corporation. Such person shall be the chairperson of the meeting. The Secretary of the Corporation (the “**Secretary**”) shall act as secretary of the meeting, but in such person’s absence the chairperson of the meeting may appoint any person to act as secretary of the meeting.

Section 1.7: Voting; Proxies. Each stockholder of record entitled to vote at a meeting of stockholders may authorize another person or persons to act for such stockholder by proxy. Such a proxy may be prepared, transmitted and delivered in any manner permitted by applicable law. Except as may be required in the Certificate of Incorporation, directors shall be elected by a plurality of the votes cast by the holders of the shares present in person or represented by proxy at the meeting and entitled to vote on the election of directors. At all meetings of stockholders at which a quorum is present, unless a different or minimum vote is provided by applicable law, rule or regulation applicable to the Corporation or its securities, the rules or regulations of any applicable stock exchange on which the Corporation’s securities are listed, the Certificate of Incorporation or these Bylaws, in which case such different or minimum vote shall be the applicable vote on the matter, every matter other than the election of directors shall be decided by the affirmative vote of a majority of the votes cast affirmatively or negatively with respect thereto (or if there are two or more classes or series of stock entitled to vote as separate classes, then in the case of each class or series, a majority of the votes cast affirmatively or negatively by such class or series).

Any stockholder directly or indirectly soliciting proxies from other stockholders must use a proxy card color other than white, which shall be reserved for exclusive use by the Board.

Section 1.8: Fixing Date for Determination of Stockholders of Record. In order that the Corporation may determine the stockholders entitled to notice of any meeting of stockholders or any adjournment thereof, the Board may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board, and which record date shall, unless otherwise required by applicable law, not be more than sixty (60) nor less than ten (10) days before the date of such meeting. If the Board so fixes a date, such date shall also be the record date for determining the stockholders entitled to vote at such meeting unless the Board determines, at the time it fixes such record date, that a later date on or before the date of the meeting shall be the date for making such determination. If no record date is fixed by the Board, the record date for determining stockholders entitled to notice of and to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; *provided, however,* that the Board may fix a new record date for determination of stockholders entitled to vote at the adjourned meeting, and in such case shall also fix as the record date for stockholders entitled to notice of such adjourned meeting the same or an earlier date as that fixed for determination of stockholders entitled to vote in accordance herewith at the adjourned meeting.

In order that the Corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board may fix, in advance, a record date, which shall not precede the date upon which the resolution fixing the record date is adopted by the Board and which shall not be more than sixty (60) days prior to such action. If no such record date is fixed by the Board, then the record date for determining stockholders for any such purpose shall be at close of business on the day on which the Board adopts the resolution relating thereto.

Section 1.9: List of Stockholders Entitled to Vote. The Corporation shall prepare, no later than the tenth (10th) day before each meeting of stockholders, a complete list of stockholders entitled to vote at the meeting (*provided, however*, if the record date for determining the stockholders entitled to vote is less than ten (10) days before the date of the meeting, the list shall reflect the stockholders entitled to vote as of the tenth (10th) day before the meeting date), arranged in alphabetical order and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Nothing in this Section 1.9 shall require the Corporation to include electronic mail addresses or other electronic contact information on such list. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, for a period of ten (10) days ending on the day before the meeting date, either (a) on a reasonably accessible electronic network as permitted by applicable law (*provided* that the information required to gain access to the list is provided with the notice of the meeting), or (b) during ordinary business hours, at the principal place of business of the Corporation. In the event that the Corporation determines to make the list available on an electronic network, the Corporation may take reasonable steps to ensure that such information is available only to stockholders of the Corporation. Except as otherwise provided by applicable law, the stock ledger shall be the only evidence as to who are the stockholders entitled to examine the list of stockholders required by this Section 1.9 or to vote in person or by proxy at any meeting of stockholders.

Section 1.10: Inspectors of Elections.

1.10.1 Applicability. Unless otherwise required by the Certificate of Incorporation or by applicable law, the following provisions of this Section 1.10 shall apply only if and when the Corporation has a class of voting stock that is: (a) listed on a national securities exchange, (b) authorized for quotation on an interdealer quotation system of a registered national securities association, or (c) held of record by more than two thousand (2,000) stockholders. In all other cases, observance of the provisions of this Section 1.10 shall be optional, and at the discretion of the Board.

1.10.2 Appointment. The Corporation shall, in advance of any meeting of stockholders, appoint one or more inspectors of election to act at the meeting and make a written report thereof. The Corporation may designate one or more persons as alternate inspectors to replace any inspector who fails to act. If no inspector or alternate is able to act at a meeting of stockholders, the chairperson of the meeting shall appoint one or more inspectors to act at the meeting.

1.10.3 Duties of Inspectors. Inspectors of election shall take all actions as contemplated under Section 231 of the General Corporation Law. The inspectors of election shall perform their duties with strict impartiality and according to the best of their ability.

Section 1.11: Conduct of Meetings. The Board may adopt by resolution such rules and regulations for the conduct of the meeting of stockholders as it shall deem appropriate. Except to the extent inconsistent with such rules and regulations as adopted by the Board, the chairperson of a meeting of stockholders shall have the right and authority to convene and (for any or no reason) to recess and/or adjourn the meeting, to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such chairperson, are appropriate for the proper conduct of the meeting. Such rules, regulations or procedures, whether adopted by the Board or prescribed by the chairperson of the meeting, may include, without limitation, the following: (a) the establishment of an agenda or order of business for the meeting, (b) rules and procedures for maintaining order at the meeting and the safety of those present, (c) limitations on attendance at or participation in the meeting to stockholders entitled to vote at the meeting, their duly authorized and constituted proxies or such other persons as the chairperson of the meeting or the Board shall determine, (d) restrictions on entry to the meeting after the time fixed for the commencement thereof, (e) limitations on the time allotted to questions or comments by participants, (f) restrictions on the use of audio/video recording devices and cell phones, (g) procedures for complying with any state and local laws and regulations concerning safety and security, (h) procedures (if any) requiring attendees to provide the Corporation advance notice of their intent to attend the meeting, and (i) any additional attendance or other procedures or requirements for proponents submitting a proposal pursuant to Rule 14a-8 promulgated under the Securities Exchange Act of 1934, as amended (such act, and the rules and regulations promulgated thereunder and any successors thereto, the “*Exchange Act*”). The Board, or, at a meeting of stockholders (but subject to any rules and regulations adopted by, and the supervision of, the Board), the chairperson of the meeting shall, in addition to making any other determinations that may be appropriate to the conduct of the meeting, have the power to determine that a proposed director nomination or business matter was not properly brought before the meeting and to disregard any such nomination or business matter not properly brought before the meeting, notwithstanding that proxies or votes in respect thereof may have been received by the Corporation, which shall be disregarded. Unless and to the extent determined by the Board or the chairperson of the meeting, meetings of stockholders shall not be required to be held in accordance with the rules of parliamentary procedure.

Section 1.12: Advance Notice Procedures.

1.12.1 Annual Meeting of Stockholders.

(a) Nominations of persons for election to the Board and the proposal of other business to be considered by the stockholders at an annual meeting of stockholders may be made only: (i) pursuant to the Corporation’s notice of such meeting (or any supplement thereto), (ii) by or at the direction of the Board or any committee thereof or (iii) by any stockholder of the Corporation who was a stockholder of record at the time of giving of the notice required by this Section 1.12.1 and at the time of such meeting, who is entitled to vote at such meeting and who

complies with the requirements and procedures set forth in this Section 1.12 in all applicable respects (the “**Record Stockholder**”), or (iv) as may be provided in the certificate of designations for any series of the Corporation’s Preferred Stock. For the avoidance of doubt, the foregoing clause (iii) shall be the exclusive means for a stockholder to make nominations or propose business at such meeting (other than business included in the Corporation’s proxy materials pursuant to Rule 14a-8 promulgated under the Exchange Act).

For nominations or other business to be properly brought before an annual meeting by a Record Stockholder (or a Qualified Representative (as defined below) thereof) pursuant to Section 1.12.1(a) of these Bylaws:

(i) the Record Stockholder must have given timely notice thereof in writing to the Secretary and provide any updates or supplements to such notice at the times and in the forms required by this Section 1.12.1;

(ii) such business (other than the nomination of persons for election to the Board) must otherwise be a proper matter for stockholder action under Delaware law;

(iii) each Proposing Person (as defined below) shall have complied with the applicable requirements of the Exchange Act (including, without limitation, the applicable requirements of Rule 14a-19 promulgated thereunder (“**Rule 14a-19**”)) and any Securities and Exchange Commission Staff interpretations relating thereto;

(iv) in the case of a proposal other than the nomination of persons for election or reelection to the Board, (A) if a Proposing Person (as defined below) has provided the Corporation with a Solicitation Notice (as defined below), such Proposing Person (or the group of which such Proposing Person is a part) must have delivered, or made available, a proxy statement and form of proxy to holders of at least the percentage of the voting power of the Corporation’s shares required under applicable law to carry any such proposal and must have included in such materials the Solicitation Notice, or (B) if no Solicitation Notice relating thereto has been timely provided pursuant to this Section 1.12, a Proposing Person (or a group of which a Proposing Person is a part) must not have solicited a number of proxies sufficient to have required the delivery of such a Solicitation Notice under this Section 1.12; and

(v) in the case of a proposal for the nomination of persons for election or reelection to the Board, if the Proposing Person (or a group of which such Proposing Person is a part) provided notice pursuant to Rule 14a-19(b), such Proposing Person must have delivered to the Secretary, no later than five (5) business days prior to the annual meeting or any adjournment, rescheduling, postponement or other delay thereof, reasonable evidence sufficient to demonstrate that the requirements of Rule 14a-19 have been satisfied.

(b) To be timely, a Record Stockholder’s notice must be delivered to the Secretary at the principal executive offices of the Corporation not later than 5:00 p.m. Eastern Time on the ninetieth (90th) day nor earlier than the one hundred and twentieth (120th) day prior to the first anniversary of the preceding year’s annual meeting; *provided, however*, that in the event that the date of the annual meeting is more than thirty (30) days before or more than sixty (60) days after

such anniversary date, or if no annual meeting was held in the preceding year, notice by the Record Stockholder to be timely must be so delivered (A) no earlier than the one hundred and twentieth (120th) day prior to such annual meeting and (B) no later than 5:00 p.m. Eastern Time on the later of the ninetieth (90th) day prior to such annual meeting or the tenth (10th) day following the day on which Public Announcement (as defined below) of the date of such meeting is first made by the Corporation. In no event shall an adjournment, postponement, or rescheduling (or the Public Announcement thereof) of an annual meeting for which notice has been given or a Public Announcement of the meeting date has been made commence a new time period (or extend any time period) for providing the Record Stockholder's notice. For purposes of this Section 1.12.1, the 2025 annual meeting of stockholders shall be deemed to have been held on June 1, 2025. Notwithstanding anything in this Section 1.12.1 to the contrary, in the event that the number of directors to be elected to the Board at an annual meeting is increased and there is no Public Announcement by the Corporation naming all of the nominees for director or specifying the size of the increased Board made by the Corporation at least ten (10) days prior to the last day a stockholder may deliver a notice in accordance with the first sentence of this paragraph, a stockholder's notice required by this Section 1.12.1 shall also be considered timely, but only with respect to nominees for any new positions created by such increase, if it shall be delivered to the Secretary at the principal executive offices of the Corporation not later than 5:00 p.m. Eastern Time on the tenth (10th) day following the day on which such Public Announcement is first made by the Corporation.

(c) As to each person whom the Record Stockholder proposes to nominate for election or reelection as a director, in addition to the matters set forth in paragraph (e) below, such Record Stockholder's notice shall set forth:

- (i) the name, age, business address and residence address of such proposed nominee;
- (ii) the principal occupation or employment of such proposed nominee;
- (iii) the class, series and number of any shares of stock of the Corporation that are beneficially owned or owned of record by such proposed nominee, or his or her respective affiliates and associates;
- (iv) the date or dates such shares were acquired and the investment intent of such acquisition, as well as evidence of such date(s);
- (v) all other information relating to such proposed nominee that would be required to be disclosed in solicitations of proxies for election of directors in an election contest (even if an election contest is not involved), or would be otherwise required, in each case pursuant to and in accordance with Section 14(a) (or any successor provision) under the Exchange Act;
- (vi) whether such proposed nominee would qualify as an independent director under the requirements of the stock exchange upon which the Corporation's Class A Common Stock is primarily traded and the Policies (as defined below);

(vii) a description of all direct and indirect compensation and other material monetary agreements, arrangements and understandings during the past three (3) years, and any other material relationships, between or among any Proposing Person, on the one hand, and such proposed nominee, and his or her respective affiliates and associates, on the other hand, including, without limitation, all information that would be required to be disclosed pursuant to the U.S. federal securities laws or the rules and regulations promulgated thereunder (including Item 404 promulgated under Regulation S-K) if any Proposing Person were the “registrant” for purposes thereof and the proposed nominee were a director or executive officer of such registrant;

(viii) the date or dates of first contact between any Proposing Person and such proposed nominee with respect to (A) the Corporation or (B) any proposed nomination of any person or persons for election or reelection to the Board;

(ix) a description of any position of such proposed nominee as an officer or director of, or any material relationship with, any Competitor (as defined below) within the past three (3) years;

(x) a description of any business or personal interests that could place such proposed nominee in a potential conflict of interest with the Corporation or any of its affiliates and how the proposed nominee, if elected, intends to mitigate or reconcile any such potential conflict of interest; and

(xi) all completed and signed questionnaires, representations and agreements required by Section 1.12.2 of these Bylaws.

The Corporation may require any such proposed nominee to furnish such other information as it may reasonably require to determine whether such proposed nominee would qualify as an independent director of the Corporation under the Exchange Act, applicable stock exchange rules and the Policies.

(d) As to any business, other than the nomination of a person for election or reelection as a director, that the Record Stockholder proposes to bring before the meeting, in addition to the matters set forth in paragraph (e) below, such Record Stockholder’s notice shall set forth:

(i) a brief description of the business desired to be brought before the meeting;

(ii) the text of the proposal or business (including the text of any resolutions proposed for consideration and in the event that such business includes a proposal to amend the Bylaws, the text of the proposed amendment);

(iii) the reasons for conducting such business at the meeting; and

(iv) any material interest in such business of any Proposing Person, including any anticipated benefit to any Proposing Person therefrom.

(e) As to each Proposing Person, the Record Stockholder's notice shall set forth:

(i) the current name and address of such Proposing Person, including, if applicable, their name and address as they appear on the Corporation's stock ledger;

(ii) (1) the class or series and number of shares of stock of the Corporation that are directly or indirectly owned of record or beneficially owned by such Proposing Person, including any shares of any class or series of the Corporation as to which such Proposing Person has a right to acquire beneficial ownership at any time in the future, and (2) a certification regarding whether such Proposing Person has complied with all applicable federal, state and other legal requirements in connection with such Proposing Person's acquisition of shares of capital stock or other securities of the Corporation, if any, and/or such Proposing Person's acts or omissions as a stockholder or beneficial owner of the Corporation;

(iii) a description of any of the following that are held directly or indirectly by, on behalf of or for the benefit of such Proposing Person: (x) any Derivative Instrument (as defined below), (y) any rights to dividends on the shares of any class or series of shares of the Corporation that are separated or separable from the underlying shares of the Corporation; or (z) any Short Interest (as defined below), including, in each case, the date thereof, the class, series and number of securities involved therein, the material economic or voting terms thereof, and the identities of all persons party thereto;

(iv) any proportionate interest in shares of the Corporation or Derivative Instruments held, directly or indirectly, by a general or limited partnership or limited liability company of which such Proposing Person is, directly or indirectly, a general partner, manager or managing member or, directly or indirectly, controls a general partner, manager or managing member of such a general or limited partnership or limited liability company;

(v) any direct or indirect material interest of such Proposing Person in any material contract or agreement with the Corporation, any affiliate of the Corporation or any Competitor (including, in any such case, any employment agreement, collective bargaining agreement or consulting agreement);

(vi) a description of any of the following that are held directly or indirectly by, on behalf of or for the benefit of such Proposing Person: (x) any significant equity interests in any Competitor or (y) any Derivative Instruments or Short Interests in any Competitor (including, in the case of any Derivative Instrument or Short Interest, the date such instrument or interest was acquired, the class, series and number of securities involved therein, the material economic or voting terms thereof, and the identities of all persons party thereto);

(vii) any other material relationship between such Proposing Person, on the one hand, and the Corporation, any affiliate of the Corporation or any Competitor, on the other hand;

(viii) all information that would be required to be set forth in a Schedule 13D filed pursuant to Rule 13d-1(a) or an amendment pursuant to Rule 13d-2(a) pertaining to the Corporation and its securities, if such a statement were required to be filed under the Exchange Act by such Proposing Person, regardless of whether the requirement to file a Schedule 13D is applicable;

(ix) any other information relating to such Proposing Person that would be required to be disclosed in proxy materials or other filings required to be made in connection with solicitations of proxies or consents by such Proposing Person in support of the business or nomination proposed to be brought before the meeting pursuant to Section 14(a) (or any successor provision) under the Exchange Act;

(x) to the extent known by a Proposing Person, the names and addresses of any stockholder or beneficial owner that has provided or will provide financial support or material assistance in support of the nomination or business and a description of the nature of such support or assistance;

(xi) a description of any agreement, arrangement or understanding (including the identities of all the parties thereto) between or among such Proposing Person on the one hand and any other person or persons, on the other hand, with respect to, relating to, or in connection with the nomination or business;

(xii) a representation that the Record Stockholder is a holder of record of stock of the Corporation entitled to vote at such meeting and that such Record Stockholder (or a Qualified Representative thereof) will appear at the meeting to propose such business or nomination;

(xiii) a representation whether such Proposing Person intends (or is part of a group that intends) to (x) in the case of a proposal other than the nomination of persons for election to the Board, deliver a proxy statement and/or form of proxy to holders of at least the percentage of the Corporation's voting shares required under applicable law to approve the proposal (an affirmative statement of such intent being a "**Solicitation Notice**") and, if so, the name of each participant (as defined in Item 4 of Exchange Act Schedule 14A) in such solicitation, (y) in the case of a nomination or nominations, solicit the holders of shares representing at least 67% of the voting power of the shares entitled to vote on the election of directors in support of director nominees other than the Corporation's nominees in accordance with Rule 14a-19, and the name of each participant (as defined in Item 4 of Exchange Act Schedule 14A) in such solicitation, and/or (z) otherwise solicit proxies from stockholders in support of such proposal or nomination;

(xiv) a description of any pending or, to such Proposing Person's knowledge, threatened legal proceeding in which such Proposing Person is a party or participant involving the Corporation or, to such Proposing Person's knowledge, any current or former officer, director, affiliate or associate of the Corporation; and

(xv) a description of any proxy (other than a revocable proxy given in response to a proxy solicitation made to more than ten (10) persons), contract, arrangement, or relationship pursuant to which the Proposing Person has a right to vote, directly or indirectly, any shares or other securities of the Corporation.

The disclosures to be made pursuant to the foregoing clauses (ii), (iii), (iv) and (vi) shall not include any information with respect to the ordinary course business activities of any broker, dealer, commercial bank, trust company or other nominee who is a Proposing Person solely as a result of being the stockholder directed to prepare and submit the notice required by these Bylaws on behalf of a beneficial owner.

(f) A stockholder providing written notice required by this Section 1.12.1 or Section 1.12.3, as applicable, shall update and supplement such notice, and any other information provided to the Corporation, in writing, so that the information provided or required to be provided in such notice is true and correct in all material respects as of (i) the record date for determining the stockholders entitled to notice of the meeting and (ii) 5:00 p.m. Eastern Time on the tenth (10th) business day prior to the meeting or any adjournment, postponement or rescheduling thereof. In the case of an update pursuant to clause (i) of the foregoing sentence, such update shall be received by the Secretary at the principal executive office of the Corporation not later than five (5) business days after the record date for determining the stockholders entitled to notice of the meeting, and in the case of an update pursuant to clause (ii) of the foregoing sentence, such update shall be received by the Secretary at the principal executive office of the Corporation not later than eight (8) business days prior to the date for the meeting and, if practicable, any adjournment, postponement or rescheduling thereof (and, if not practicable, on the first practicable date prior to the date to which the meeting has been adjourned, postponed or rescheduled). Notwithstanding the foregoing, if a Proposing Person (x) no longer plans to solicit proxies in accordance with its representation(s) pursuant to Section 1.12.1(e)(xiii) or (y) becomes aware of any inaccuracy or change in information submitted to the Corporation, then the stockholder providing the written notice shall inform the Corporation thereof and update such notice by delivering a writing to the Secretary at the principal executive offices of the Corporation no later than two (2) business days after the occurrence of such change or after such time the Proposing Person became so aware, as applicable. For the avoidance of doubt, the obligation to update as set forth in this paragraph shall not limit the Corporation's rights with respect to any deficiencies in any notice provided by a stockholder, extend any applicable deadlines hereunder or enable or be deemed to permit a stockholder who has previously submitted notice hereunder to amend or update any proposal or nomination or to submit any new proposal, including by changing or adding nominees, matters, business and/or resolutions proposed to be brought before a meeting of the stockholders. If a stockholder providing written notice fails to provide any written update in accordance with this Section 1.12, the information as

to which such written update relates shall be deemed not to have been provided in accordance with these Bylaws.

(g) Notwithstanding anything in Section 1.12 or any other provision of these Bylaws to the contrary, any person who a majority of the Whole Board (as defined below) has determined, in good faith, to have violated any written policy of the Corporation regarding improper disclosure of confidential information of the Corporation applicable to such person while serving as a director of the Corporation in the preceding five (5) years shall be ineligible to be nominated for election or reelection as a member of the Board, absent a prior waiver for such nomination approved by two-thirds of the Whole Board.

1.12.2 Submission of Questionnaire, Representation and Agreement. To be eligible to be a nominee of any stockholder for election or reelection as a director of the Corporation, the person proposed to be nominated must complete, sign and deliver (in accordance with the time periods prescribed for delivery of notice under Section 1.12 of these Bylaws) to the Secretary at the principal executive offices of the Corporation a questionnaires in substantially the same form as the Corporation requests of the Board's nominees for director (which form shall be provided within ten (10) days following a request therefor by a stockholder) and a signed representation and agreement (in the form available from the Secretary upon written request):

(a) that such person is not and will not become a party to any Voting Commitment (as defined below) that (i) has not been disclosed to the Corporation or (ii) could limit or interfere with such person's ability to comply, if elected as a director of the Corporation, with such person's fiduciary duties under applicable law;

(b) that such person is not and will not become a party to any Compensation Arrangement (as defined below) that has not been disclosed to the Corporation;

(c) that such person, if elected as a director of the Corporation, will comply with all informational and similar requirements of applicable insurance policies and laws and regulations in connection with service or action as a director of the Corporation;

(d) a statement as to whether such person, if elected as a director of the Corporation, intends to comply with the Policies;

(e) that such person acknowledges and agrees that, if elected as a director of the Corporation, he or she must and will act in the best interests of the Corporation and its stockholders generally and not in the interests of any individual constituencies;

(f) that such person consents to being named as a nominee in any proxy materials relating to the Corporation's meeting at which the nominee's election as a director will be considered/voted upon, agrees to serve if elected as a director, and intends to serve as a director for the full term for which such individual is to stand for election;

(g) that such person's candidacy or, if elected, Board membership, would not violate applicable state or federal law, the Certificate of Incorporation, these Bylaws, or the rules of any stock exchange on which shares of the Corporation's Class A Common Stock are traded; and

(h) that such person, if elected as a director, acknowledges and agrees that he or she must and will provide facts, statements, and other information in all communications with the Corporation and its stockholders that are or will be true and correct in all material respects, and that do not and will not omit to state a material fact necessary in order to make the statements made, in light of the circumstances under which they are made, not misleading.

1.12.3 Special Meetings of Stockholders.

(a) Only such business shall be conducted at a special meeting of stockholders as shall have been brought before the meeting pursuant to the Corporation's notice of such meeting. Nominations of persons for election to the Board may be made at a special meeting of stockholders at which directors are to be elected pursuant to the Corporation's notice of such meeting (i) by or at the direction of the Board or any committee thereof or (ii) by any stockholder of the Corporation who is a stockholder of record at the time of giving of notice of the special meeting, who shall be entitled to vote at the meeting and who complies with the notice and other procedures set forth in this Section 1.12 in all applicable respects. In the event the Corporation calls a special meeting of stockholders for the purpose of electing one or more directors to the Board, for nominations to be properly brought before such meeting by a stockholder (or a Qualified Representative thereof) pursuant to Section 1.12.3(a)(ii) of these Bylaws:

(i) the stockholder must have given timely notice thereof in writing to the Secretary of the Corporation setting forth such information, representations, certifications and agreements required by Section 1.12.1 and Section 1.12.2 and provide any updates or supplements to such notice at the times and in the forms required by this Section 1.12, in each case, with respect to stockholder nominations of persons for election to the Board at an annual meeting of stockholders;

(ii) each Proposing Person shall have complied with the applicable requirements of the Exchange Act and the rules and regulations promulgated thereunder (including, without limitation, the applicable requirements of Rule 14a-19), as such rules and regulations may be amended from time to time by the Securities and Exchange Commission, including any Securities and Exchange Commission Staff interpretations relating thereto; and

(iii) if the Proposing Person (or a group of which such Proposing Person is a part) provided notice pursuant to Rule 14a-19(b), such Proposing Person must have delivered to the Secretary, no later than five (5) business days prior to the special meeting or any adjournment, rescheduling or postponement or other delay thereof, reasonable evidence sufficient to demonstrate that the requirements of Rule 14a-19 have been satisfied.

(b) To be timely, a stockholder's notice required by this Section 1.12.3 of these Bylaws shall be delivered to the Secretary at the principal executive offices of the Corporation (i) no earlier than the one hundred and twentieth (120th) day prior to such special meeting and (ii)

no later than 5:00 p.m. Eastern Time on the later of the ninetieth (90th) day prior to such special meeting or the tenth (10th) day following the day on which Public Announcement is first made of the date of the special meeting and of the nominees proposed by the Board to be elected at such meeting. In no event shall an adjournment, postponement or rescheduling (or the Public Announcement thereof) of a special meeting commence a new time period (or extend any time period) for providing such notice.

1.12.4 General.

(a) Except as otherwise expressly provided in any applicable rule or regulation promulgated under the Exchange Act, only such persons who are nominated in accordance with the procedures set forth in this Section 1.12 shall be eligible to be elected or reelected as directors at a meeting of stockholders and only such business shall be conducted at an annual meeting of stockholders as shall have been brought before the meeting in accordance with the procedures set forth in this Section 1.12. Except as otherwise provided by applicable law or these Bylaws, the Board or, at a meeting of stockholders (but subject to any rules and regulations adopted by, and the supervision of, the Board), the chairperson of the meeting shall have the power to determine whether a nomination or any other business proposed to be brought before the meeting was made or proposed, as the case may be, in accordance with the applicable requirements and procedures set forth in this Section 1.12 (including the stockholder and nominee, as applicable, acting in a manner consistent with any representation required hereby, satisfying the information requirements set forth herein with accurate and complete information and complying with all applicable laws, rules and regulations referred to herein) and, if any proposed nomination or business is not in compliance herewith, to declare that such defective proposal or nomination shall be disregarded (and any such nominee shall be disqualified from standing for election or re-election), notwithstanding that proxies in respect of such business or nominations may have been received by the Corporation. If a stockholder provides notice pursuant to Rule 14a-19(b) and subsequently fails to comply with the requirements of Rule 14a-19(a)(2) and Rule 14a-19(a)(3) promulgated under the Exchange Act, including the provision to the Corporation of notices required thereunder in a timely manner, then any such nominee shall be disqualified and the Corporation shall disregard any proxies or votes solicited for such stockholder's director nominees. Notwithstanding the foregoing provisions of this Section 1.12, unless otherwise required by applicable law, if the stockholder (or a Qualified Representative of the stockholder) does not appear at the annual or special meeting of stockholders of the Corporation to present a nomination or proposed business, such nomination shall be disregarded (and any such nominee shall be disqualified from standing for election or reelection), and such proposed business shall not be transacted, notwithstanding that proxies or votes in respect thereof may have been received by the Corporation. Notwithstanding the foregoing provisions of Section 1.12, unless otherwise permitted by applicable law, no stockholder shall solicit proxies in support of director nominees other than the Corporation's nominees unless such stockholder has complied with Rule 14a-19 in connection with the solicitation of such proxies, including the provision to the Corporation of notices required thereunder in a timely manner.

(b) The number of nominees a stockholder may nominate for election at a meeting of stockholders (or in the case of a stockholder giving the notice on behalf of a beneficial owner, the number of nominees a stockholder may nominate for election at the meeting on behalf of such beneficial owner) shall not exceed the number of directors to be elected by the stockholders generally at such meeting. In addition, a stockholder may not designate any substitute or alternate nominees unless such stockholder provides timely notice of such substitute or alternate nominee(s) in accordance with Section 1.12.1, in the case of an annual meeting, or Section 1.12.3, in the case of a special meeting (and such notice contains all of the information, representations, agreements, questionnaires and certifications with respect to such substitute or alternate nominee(s) that are required by the Bylaws with respect to nominees for director election submitted by a stockholder).

(c) Notwithstanding the foregoing provisions of this Section 1.12, a stockholder shall also comply with all applicable requirements of the Exchange Act with respect to the matters set forth herein, for the avoidance of doubt including, but not limited to, Rule 14a-19, and any failure to comply therewith shall be deemed a failure to comply with this Section 1.12. Nothing in this Section 1.12 shall be deemed to affect any rights of (i) stockholders to request inclusion of proposals in the Corporation's proxy statement pursuant to Rule 14a-8 promulgated under the Exchange Act or (ii) the holders of any series of the Corporation's Preferred Stock to elect directors pursuant to any applicable provisions of the Certificate of Incorporation.

(d) For purposes of these Bylaws the following definitions shall apply:

(i) “*affiliate*” and “*associate*” shall have the meanings ascribed thereto in Rule 405 under the Securities Act of 1933, as amended (the “*Securities Act*”); provided, however, that the term “partner” as used in the definition of “associate” shall not include any limited partner that is not involved in the management of the relevant partnership;

(ii) “*Compensation Arrangement*” shall mean any direct or indirect compensatory payment or other financial agreement, arrangement or understanding with any person or entity other than the Corporation, including any agreement, arrangement or understanding with respect to any direct or indirect compensation, reimbursement or indemnification in connection with candidacy, nomination, service or action as a nominee or as a director of the Corporation;

(iii) “*Competitor*” shall mean any entity that the Board determines, in good faith, provides products or services that compete with or are alternatives to the principal products produced or services provided by the Corporation or its affiliates, a list of which entities shall be maintained by the Corporation and provided within ten (10) days following a request therefor by a stockholder;

(iv) “*Derivative Instrument*” shall mean any derivative interest in the Corporation's equity securities, including without limitation any option, warrant, convertible security, stock appreciation right, cash-settled equity swap, total return swap, synthetic equity position or similar derivative arrangement or similar right with an exercise or conversion privilege or a settlement payment or mechanism at a price related to any class or

series of shares of the Corporation or with a value derived in whole or in part from the value of any class or series of shares of the Corporation, whether settled in cash or stock or other property or securities;

(v) “**Policies**” shall mean all publicly disclosed corporate governance, conflict of interest, stock ownership requirements, confidentiality and training policies and guidelines of the Corporation applicable to directors;

(vi) “**Proposing Person**” shall mean (1) the Record Stockholder providing the notice of business proposed to be brought before an annual meeting or the Record Stockholder (or stockholder, in the case of a special meeting) providing notice of nomination of persons for election to the Board at a stockholder meeting, (2) any beneficial owner on whose behalf the proposal or nomination is made, and (3) any affiliate or associate of either of the foregoing;

(vii) “**Public Announcement**” shall mean disclosure in a press release reported by the Dow Jones News Service, Associated Press or other national news service or in a document publicly filed by the Corporation with the Securities and Exchange Commission pursuant to Section 13, 14 or 15(d) of the Exchange Act or by such other means as is reasonably designed to inform the public or stockholders of the Corporation in general of such information;

(viii) a “**Qualified Representative**” of a stockholder shall mean a person who is (i) a duly authorized officer, manager, trustee or partner of such stockholder or (ii) authorized by a writing executed by such stockholder or an electronic transmission delivered by such stockholder to act for such stockholder as a proxy at the meeting of stockholders, which writing or electronic transmission, or a reliable reproduction of the writing or electronic transmission, must be delivered to the Secretary at the principal executive offices of the Corporation by no later than 5:00 p.m. Eastern Time on the fifth (5th) business day before such meeting of stockholders;

(ix) “**Short Interest**” shall mean any short interest in any security of the Corporation that a person directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, has the opportunity to profit or share in any profit derived from any increase or decrease in the value of the subject security or any other agreement, arrangement or understanding (including without limitation any borrowing or lending of shares) the effect or intent of which is to mitigate loss to or manage risk or benefit of share price changes for, or to increase or decrease the voting power of, such person with respect to any share of stock of the Corporation; and

(x) “**Voting Commitment**” shall mean any agreement, arrangement or understanding with, or any commitment or assurance given to, any person or entity as to how a person will act or vote on any issue or question as a director of the Corporation.

(e) The provisions of this Section 1.12 shall not apply to any action taken by the Corporation's stockholders by written consent in lieu of a meeting in the manner set forth in the Certificate of Incorporation.

ARTICLE II: BOARD OF DIRECTORS

Section 2.1: Number; Qualifications. The total number of directors constituting the Whole Board shall be fixed from time to time in the manner set forth in the Certificate of Incorporation and the term "***Whole Board***" shall have the meaning specified in the Certificate of Incorporation. No decrease in the authorized number of directors constituting the Whole Board shall shorten the term of any incumbent director. Directors need not be stockholders of the Corporation.

Section 2.2: Election; Resignation; Removal; Vacancies. Election of directors need not be by written ballot. Subject to the special rights of holders of any series of the Corporation's Preferred Stock to elect directors, each director shall hold office until the annual meeting at which such director's term expires and until such director's successor is elected and qualified or until such director's earlier death, resignation, disqualification or removal. Any director may resign by delivering a resignation in writing or by electronic transmission to the Corporation at its principal office or to the Chairperson of the Board, the Chief Executive Officer, or the Secretary. Such resignation shall be effective upon delivery unless it is specified to be effective at a later time or upon the happening of an event. Subject to the special rights of holders of any series of the Corporation's Preferred Stock to elect directors, directors may be removed only as provided by the Certificate of Incorporation and applicable law. All vacancies occurring in the Board and any newly created directorships resulting from any increase in the authorized number of directors shall be filled in the manner set forth in the Certificate of Incorporation.

Section 2.3: Regular Meetings. Regular meetings of the Board may be held at such places (if any), within or without the State of Delaware, and at such times as the Board may from time to time determine. Notice of regular meetings need not be given if the date, times and places thereof are fixed by resolution of the Board.

Section 2.4: Special Meetings. Special meetings of the Board may be called by the Chairperson of the Board, the Chief Executive Officer, the Lead Independent Director or a majority of the members of the Board then in office and may be held at any time, date or place (if any), within or without the State of Delaware, as the person or persons calling the meeting shall fix. Notice of the time, date and place (if any) of such meeting shall be given, orally, in writing or by electronic transmission (including electronic mail), by or at the direction of the person or persons calling the meeting to all directors at least four (4) days before the meeting if the notice is mailed, or at least twenty-four (24) hours before the meeting if such notice is given personally or by telephone, hand delivery or electronic transmission; *provided, however*, that if, under the circumstances, the Chairperson of the Board, the Lead Independent Director, the Chief Executive Officer or the majority members of the Board calling a special meeting deems that more immediate action is necessary or appropriate, notice may be delivered on the day of such special

meeting. Unless otherwise indicated in the notice, any and all business may be transacted at a special meeting.

Section 2.5: Remote Meetings Permitted. Members of the Board, or any committee of the Board, may participate in a meeting of the Board or such committee by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to conference telephone or other communications equipment shall constitute presence in person at such meeting.

Section 2.6: Quorum; Vote Required for Action. At all meetings of the Board, a majority of the Whole Board shall constitute a quorum for the transaction of business. If a quorum shall fail to attend any meeting, a majority of those present may adjourn the meeting to another place, date or time. Except as otherwise provided herein or in the Certificate of Incorporation, or required by applicable law, the vote of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board.

Section 2.7: Organization. Meetings of the Board shall be presided over by (a) the Chairperson of the Board, or (b) in such person's absence, the Lead Independent Director, or (c) in such person's absence, by the Chief Executive Officer, if a director, or (d) in such person's absence or if such person is not a director, by a director chosen by the Board at the meeting. The Secretary shall act as secretary of the meeting, but in such person's absence the chairperson of the meeting may appoint any person to act as secretary of the meeting.

Section 2.8: Unanimous Action by Directors in Lieu of a Meeting. Any action required or permitted to be taken at any meeting of the Board, or of any committee thereof, may be taken without a meeting if all members of the Board or such committee, as the case may be, consent thereto in writing or by electronic transmission. After an action is taken, the writing or writings or electronic transmission or transmissions shall be filed with the minutes of proceedings of the Board or the committee thereof, as applicable. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

Section 2.9: Powers. The Board may exercise all of the powers of the Corporation except as otherwise provided by the General Corporation Law, the Certificate of Incorporation or these Bylaws.

Section 2.10: Compensation of Directors. Members of the Board, as such, may receive, pursuant to a resolution of the Board, fees and other compensation for their services as directors, including without limitation their services as members of committees of the Board. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor.

Section 2.11 Emergency Bylaws. This Section 2.11 shall be operative during any emergency condition as contemplated by Section 110 of the General Corporation Law (an "***Emergency***"), notwithstanding any different or conflicting provisions in these Bylaws, the

Certificate of Incorporation or the General Corporation Law. In the event of any Emergency the director or directors in attendance at a meeting of the Board or a standing committee thereof shall constitute a quorum. Such director or directors in attendance may further take action to appoint one or more of themselves or other directors to membership on any standing or temporary committees of the Board as they shall deem necessary and appropriate. In the event that no directors are able to attend a meeting of the Board or any committee thereof in an Emergency, then the Designated Officers in attendance shall serve as directors, or committee members, as the case may be, for the meeting and will have full powers to act as directors, or committee members, as the case may be, of the Corporation. Except as the Board may otherwise determine, during any Emergency, the Corporation and its directors and officers, may exercise any authority and take any action or measure contemplated by Section 110 of the General Corporation Law. For purposes of this Section 2.11, the term “*Designated Officer*” means an officer identified on a numbered list of officers of the Corporation who shall be deemed to be, in the order in which they appear on the list, directors of the Corporation, or members of a committee of the Board, as the case may be, to the extent required to obtain a quorum at a meeting, which list of Designated Officers shall be approved by the Board from time to time but in any event prior to such time or times as an Emergency may have occurred.

ARTICLE III: COMMITTEES

Section 3.1: Committees. The Board may designate one or more committees, each committee to consist of one or more of the directors of the Corporation. The Board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of the committee, the member or members thereof present at any meeting of such committee who are not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the Board to act at the meeting in place of any such absent or disqualified member. Any such committee, to the extent provided in a resolution of the Board, shall have and may exercise all the powers and authority of the Board in the management of the business and affairs of the Corporation and may authorize the seal of the Corporation to be affixed to all papers that may require it; but no such committee shall have the power or authority in reference to the following matters: (a) approving, adopting, or recommending to the stockholders any action or matter (other than the election or removal of members of the Board) expressly required by the General Corporation Law to be submitted to stockholders for approval or (b) adopting, amending or repealing any bylaw of the Corporation.

Section 3.2: Committee Rules. Each committee shall keep records of its proceedings and make such reports as the Board may from time to time request. Unless the Board otherwise provides, each committee designated by the Board may make, alter and repeal rules for the conduct of its business. In the absence of such rules, each committee shall conduct its business in the same manner as the Board conducts its business pursuant to Article II of these Bylaws. Except as otherwise provided in the Certificate of Incorporation, these Bylaws or the resolution of the Board designating the committee, any committee may create one or more subcommittees,

each subcommittee to consist of one or more members of the committee, and may delegate to any such subcommittee any or all of the powers and authority of the committee.

ARTICLE IV: OFFICERS; CHAIRPERSON; LEAD INDEPENDENT DIRECTOR

Section 4.1: Generally. The officers of the Corporation shall consist of a Chief Executive Officer (who may be the Chairperson of the Board or the President), a President, a Secretary and a Treasurer and may consist of such other officers, including, without limitation, a Chief Financial Officer, and one or more Vice Presidents, Assistant Secretaries or Assistant Treasurers, as may from time to time be appointed by the Board. All officers shall be elected by the Board; *provided, however*, that the Board may empower the Chief Executive Officer of the Corporation to appoint any officer other than the Chief Executive Officer, the President, the Chief Financial Officer or the Treasurer. Except as otherwise provided by applicable law, by the Certificate of Incorporation or these Bylaws, each officer shall hold office until such officer's successor is duly elected and qualified or until such officer's earlier resignation, death, disqualification or removal. Any number of offices may be held by the same person. Any officer may resign by delivering a resignation in writing or by electronic transmission to the Corporation at its principal office or to the Chairperson of the Board, the Chief Executive Officer, or the Secretary. Such resignation shall be effective upon delivery unless it is specified to be effective at some later time or upon the happening of some later event. Any vacancy occurring in any office of the Corporation by death, resignation, removal or otherwise may be filled by the Board (or, if empowered by the Board, the Chief Executive Officer) and the Board may, in its discretion, leave unfilled, for such period as it may determine, any offices. Each such successor shall hold office for the unexpired term of such officer's predecessor and until a successor is duly elected and qualified or until such officer's earlier resignation, death, disqualification or removal.

Section 4.2: Chief Executive Officer. Subject to the control of the Board and such supervisory powers, if any, as may be given by the Board, the powers and duties of the Chief Executive Officer of the Corporation are:

- (a) to have general supervision, direction and control of the business and affairs of the Corporation; and
- (b) to affix the signature of the Corporation to all deeds, conveyances, mortgages, guarantees, leases, obligations, bonds, certificates and other papers and instruments in writing which have been authorized by the Board or which, in the judgment of the Chief Executive Officer, should be executed on behalf of the Corporation; to sign certificates for shares of stock of the Corporation (if any); and to have general charge of the property of the Corporation and to supervise and control all officers, agents and employees of the Corporation.

The person holding the office of President shall be the Chief Executive Officer of the Corporation unless the Board shall designate another person to be the Chief Executive Officer.

Section 4.3: Chairperson of the Board. Subject to the provisions of Section 2.7 of these Bylaws, the Chairperson of the Board shall have the power to preside at all meetings of the Board and shall have such other powers and duties as provided in these Bylaws and as the Board may from time to time prescribe. The Chairperson of the Board shall not be deemed an officer of the Corporation unless otherwise determined by the Board.

Section 4.4: Lead Independent Director. The Board may, in its discretion, elect a lead independent director from among its members that are independent directors as determined under rules of the exchange upon which the Corporation's Class A Common Stock is primarily traded (such director, the "*Lead Independent Director*"). The Lead Independent Director shall preside at all meetings or sessions of independent directors and exercise such other powers and duties as may from time to time be assigned to him or her by the Board or as prescribed by these Bylaws.

Section 4.5: President. The person holding the office of Chief Executive Officer shall be the President of the Corporation unless the Board shall have designated one individual as the President and a different individual as the Chief Executive Officer of the Corporation. Subject to the provisions of these Bylaws and to the direction of the Board, and subject to the supervisory powers of the Chief Executive Officer (if the Chief Executive Officer is an officer other than the President), and subject to such supervisory powers and authority as may be given by the Board to the Chairperson of the Board, and/or to any other officer, the President shall have the responsibility for the general management and control of the business and affairs of the Corporation and the general supervision and direction of all of the officers, employees and agents of the Corporation (other than the Chief Executive Officer, if the Chief Executive Officer is an officer other than the President) and shall perform all duties and have all powers that are commonly incident to the office of President, or as the Board or the Chief Executive Officer may from time to time prescribe.

Section 4.6: Chief Financial Officer. The person holding the office of Chief Financial Officer shall be the Treasurer of the Corporation unless the Board shall have designated another person as the Treasurer of the Corporation. Subject to the direction of the Board and the Chief Executive Officer, the Chief Financial Officer shall perform all duties and have all powers that are commonly incident to the office of Chief Financial Officer, or as the Board or the Chief Executive Officer may from time to time prescribe.

Section 4.7: Treasurer. The person holding the office of Treasurer shall be the Chief Financial Officer of the Corporation unless the Board shall have designated another person as the Chief Financial Officer of the Corporation. The Treasurer shall have custody of all monies and securities of the Corporation. The Treasurer shall make such disbursements of the funds of the Corporation as are authorized and shall render from time to time an account of all such transactions. The Treasurer shall also perform such other duties and have such other powers as are commonly incident to the office of Treasurer, or as the Board or the Chief Executive Officer may from time to time prescribe.

Section 4.8: Vice President. Each Vice President shall have all such powers and duties as are commonly incident to the office of Vice President or as the Board or the Chief

Executive Officer may from time to time prescribe. A Vice President may be designated by the Board to perform the duties and exercise the powers of the President in the event of the President's absence or disability.

Section 4.9: Secretary. The Secretary shall issue or cause to be issued all authorized notices for, and shall keep, or cause to be kept, minutes of all meetings of the stockholders and the Board. The Secretary shall have charge of the corporate minute books and similar records and shall perform such other duties and have such other powers as are commonly incident to the office of Secretary, or as the Board or the Chief Executive Officer may from time to time prescribe.

Section 4.10: Delegation of Authority. The Board may from time to time delegate the powers or duties of any officer of the Corporation to any other officers or agents of the Corporation, notwithstanding any provision hereof.

Section 4.11: Removal. Any officer of the Corporation shall serve at the pleasure of the Board and may be removed at any time, with or without cause, by the Board; *provided* that if the Board has empowered the Chief Executive Officer to appoint any officer of the Corporation, then such officer may also be removed by the Chief Executive Officer, with or without cause. Such removal shall be without prejudice to the contractual rights of such officer, if any, with the Corporation.

ARTICLE V: STOCK

Section 5.1: Certificates; Uncertificated Shares. The shares of capital stock of the Corporation shall be uncertificated shares; *provided, however*, that the resolution of the Board that the shares of capital stock of the Corporation shall be uncertificated shares shall not apply to shares represented by a certificate until such certificate is surrendered to the Corporation (or the transfer agent or registrar, as the case may be). Notwithstanding the foregoing, the Board may provide by resolution or resolutions that some or all of any or all classes or series of its stock shall be certificated shares. Every holder of stock represented by certificates shall be entitled to have a certificate signed by, or in the name of the Corporation, by any two authorized officers of the Corporation (it being understood that each of the Chairperson of the Board, the Vice-Chairperson of the Board, the Chief Executive Officer, the President, the Chief Financial Officer, any Vice President, the Treasurer, any Assistant Treasurer, the Secretary and any Assistant Secretary of the Corporation shall be an authorized officer for such purpose), representing the number of shares registered in certificate form. Any or all of the signatures on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if such person were an officer, transfer agent or registrar at the date of issue.

Section 5.2: Lost, Stolen or Destroyed Stock Certificates; Issuance of New Certificates or Uncertificated Shares. The Corporation may issue a new certificate of stock or uncertificated shares in the place of any certificate previously issued by it, alleged to have been

lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed, and the Corporation may require the owner of the lost, stolen or destroyed certificate, or such owner's legal representative to give the Corporation a bond sufficient to indemnify it, against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate or uncertificated shares.

Section 5.3: Other Regulations. Subject to applicable law, the Certificate of Incorporation and these Bylaws, the issue, transfer, conversion and registration of shares represented by certificates and of uncertificated shares shall be governed by such other regulations as the Board may establish (or such other rules and procedures as the Corporation's transfer agent may require).

ARTICLE VI: INDEMNIFICATION

Section 6.1: Indemnification of Officers and Directors. Each person who was or is made a party to, or is threatened to be made a party to, or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, legislative, investigative, preliminary, informal or formal, or any other type whatsoever, including any investigation or any arbitration or other alternative dispute resolution (including but not limited to giving testimony or responding to a subpoena) and including any appeal of any of the foregoing (a "***Proceeding***"), by reason of the fact that such person (or a person of whom such person is the legal representative), is or was a director or officer of the Corporation or a Reincorporated Predecessor (as defined below) or is or was serving at the request of the Corporation or Reincorporated Predecessor as a director, officer, employee, agent or trustee of another corporation, or of a partnership, joint venture, trust or other enterprise or non-profit entity, including service with respect to employee benefit plans (for purposes of this Article VI, an "***Indemnitee***"), shall be indemnified and held harmless by the Corporation to the fullest extent permitted by the General Corporation Law as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than such law permitted the Corporation to provide prior to such amendment), against all expenses, costs, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes and penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such Indemnitee in connection therewith, *provided* such Indemnitee acted in good faith and in a manner that the Indemnitee reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal Proceeding, had no reasonable cause to believe the Indemnitee's conduct was unlawful. Notwithstanding the foregoing, subject to Section 6.5 of this Article VI, the Corporation shall indemnify any such Indemnitee seeking indemnity in connection with a Proceeding (or part thereof) initiated by such Indemnitee only if such Proceeding (or part thereof) was authorized by the Board or such indemnification is authorized by an agreement approved by the Board. As used in this Article VI, (i) the term the "***Reincorporated Predecessor***" means a corporation that is merged with and into the Corporation in a statutory merger where (a) the Corporation is the surviving corporation of such merger, and (b) the primary purpose of such merger is to change the corporate domicile of the Reincorporated Predecessor to Delaware, and (ii) an "officer" of

the Corporation or of a Reincorporated Predecessor means an officer of the Corporation or of a Reincorporated Predecessor either as provided for in these Bylaws or as elected or appointed by the board or governing body thereof, as applicable.

Section 6.2: Advancement of Expenses. Except as otherwise provided in a written indemnification agreement between the Corporation and the Indemnitee that provides rights that are equal to or greater than those provided herein, the Corporation shall pay all reasonable expenses (including attorneys' fees) incurred by an Indemnitee in defending any Proceeding in advance of its final disposition; provided, however, that the advancement of such expenses (i.e., payment of such expenses as incurred or otherwise in advance of the final disposition of the Proceeding) shall be made only upon delivery to the Corporation of an undertaking, by or on behalf of such Indemnitee, to repay such amounts if it shall ultimately be determined by final judicial decision from which there is no appeal that such Indemnitee is not entitled to be indemnified under this Article VI or otherwise. Any advances of expenses or undertakings to repay pursuant to this Section 6.2 shall be unsecured, interest free and without regard to Indemnitee's ability to pay.

Section 6.3: Non-Exclusivity of Rights. The rights conferred on any person in this Article VI shall not be exclusive of any other right that such person may have or hereafter acquire under any statute, provision of the Certificate of Incorporation, Bylaws, agreement, vote or consent of stockholders or disinterested directors, or otherwise.

Section 6.4: Indemnification of Others and Additional Rights. The Corporation may grant rights to indemnification and to the advancement of expenses to any person who is or was a director, officer, employee or agent of the Corporation or Reincorporated Predecessor, or any person who is or was serving at the request of the Corporation or Reincorporated Predecessor as a director, officer, employee, agent or trustee of another corporation, partnership, joint venture, trust or other enterprise or non-profit entity, including employee benefit plans. Such rights may be greater than those provided in this Article VI.

Section 6.5: Right of Indemnitee to Bring Suit. The following shall apply to the extent not in conflict with any written indemnification agreement between the Corporation and the Indemnitee:

6.5.1 Right to Bring Suit. If a claim under Section 6.1 or 6.2 of this Article VI is not paid in full by the Corporation within sixty (60) days after a written claim has been received by the Corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty (20) days, the Indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If the Indemnitee is successful in whole or in part in any such suit, or in a suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Indemnitee also shall be entitled to be paid, to the fullest extent permitted by applicable law, the expense of prosecuting or defending such suit. In any suit brought by the Indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the Indemnitee to enforce a right to an advancement of expenses) it shall be a defense that the Indemnitee has not met any applicable standard for indemnification set forth in applicable law. In any suit brought by the Corporation to

recover the advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that, the Indemnitee has not met any applicable standard for indemnification set forth in applicable law.

6.5.2 **Effect of Determination.** Neither the absence of a determination by or on behalf of the Corporation prior to the commencement of such suit that indemnification of the Indemnitee is proper in the circumstances because the Indemnitee has met the applicable standard of conduct set forth in applicable law, nor an actual determination by or on behalf of the Corporation that the Indemnitee has not met such applicable standard of conduct, shall create a presumption that the Indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the Indemnitee, be a defense to such suit.

6.5.3 **Burden of Proof.** In any suit brought by the Indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder, or brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the Indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this Article VI, or otherwise, shall be on the Corporation.

Section 6.6: Nature of Rights. The rights conferred upon Indemnitees in this Article VI shall be contract rights and such rights shall continue as to an Indemnitee who has ceased to be a director or officer and shall inure to the benefit of the Indemnitee's heirs, executors and administrators.

Section 6.7: Amendment or Repeal. Any amendment, repeal or modification of any provision of this Article VI that adversely affects any right of an Indemnitee or an Indemnitee's successors shall be prospective only, and shall not adversely affect any right or protection conferred on a person pursuant to this Article VI and existing at the time of such amendment, repeal or modification.

Section 6.8: Insurance. The Corporation may purchase and maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise or non-profit entity against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the General Corporation Law.

Section 6.9: Indemnification for Successful Defense. To the extent that an Indemnitee has been successful on the merits or otherwise in defense of any Proceeding (or in defense of any claim, issue or matter therein), such Indemnitee shall be indemnified under this Section 6.9 against expenses (including attorneys' fees) actually and reasonably incurred in connection with such defense. Indemnification under this Section 6.9 shall not be subject to satisfaction of a standard of conduct, and the Corporation may not assert the failure to satisfy a standard of conduct as a basis to deny indemnification or recover amounts advanced, including in a suit brought pursuant to Section 6.5 (notwithstanding anything to the contrary therein); *provided, however,* that, any Indemnitee who is not a current or former director or officer (as such term is defined in the final sentence of Section 145(c)(1) of the General Corporation Law) shall be entitled to indemnification under Section 6.1 and this Section 6.9 only if such

Indemnitee has satisfied the applicable standard of conduct required for indemnification under Section 145(a) or Section 145(b) of the General Corporation Law.

ARTICLE VII:NOTICES

Section 7.1: Notice.

7.1.1 Form and Delivery. Except as otherwise required by applicable law, notice may be given in writing directed to a stockholder's mailing address as it appears on the records of the Corporation and shall be given: (a) if mailed, when notice is deposited in the U.S. mail, postage prepaid; and (b) if delivered by courier service, the earlier of when the notice is received or left at such stockholder's address. So long as the Corporation is subject to the Securities and Exchange Commission's proxy rules set forth in Regulation 14A under the Exchange Act, notice shall be given in the manner required by such rules. To the extent permitted by such rules, or if the Corporation is not subject to Regulation 14A, notice may be given by electronic mail directed to the stockholder's electronic mail address as it appears on the records of the Corporation, and if so given, shall be given when directed to such stockholder's electronic mail address unless the stockholder has notified the Corporation in writing or by electronic transmission of an objection to receiving notice by electronic mail or such notice is prohibited by Section 232(e) of the General Corporation Law. If notice is given by electronic mail, such notice shall comply with the applicable provisions of Sections 232(a) and 232(d) of the General Corporation Law. Notice may be given by other forms of electronic transmission with the consent of a stockholder in the manner permitted by Section 232(b) of the General Corporation Law and shall be deemed given as provided therein.

7.1.2 Affidavit of Giving Notice. An affidavit of the Secretary or an Assistant Secretary of the Corporation or of the transfer agent or other agent of the Corporation that the notice has been given shall, in the absence of fraud, be prima facie evidence of the facts stated therein.

Section 7.2: Waiver of Notice. Whenever notice is required to be given under any provision of the General Corporation Law, the Certificate of Incorporation or these Bylaws, a written waiver of notice, signed by the person entitled to notice, or waiver by electronic transmission by such person, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the stockholders, directors or members of a committee of directors need be specified in any waiver of notice.

ARTICLE VIII: MISCELLANEOUS

Section 8.1: Fiscal Year. The fiscal year of the Corporation shall be determined by resolution of the Board.

Section 8.2: Seal. The Board may provide for a corporate seal, which may have the name of the Corporation inscribed thereon and shall otherwise be in such form as may be approved from time to time by the Board.

Section 8.3: Form of Records. Any records administered by or on behalf of the Corporation in the regular course of its business, including its stock ledger, books of account and minute books, may be kept on or by means of, or be in the form of, any other information storage device, method or one or more electronic networks or databases (including one or more distributed electronic networks or databases), electronic or otherwise, *provided* that the records so kept can be converted into clearly legible paper form within a reasonable time and otherwise comply with the General Corporation Law. The Corporation shall so convert any records so kept upon the request of any person entitled to inspect such records pursuant to any provision of the General Corporation Law.

Section 8.4: Reliance Upon Books and Records. A member of the Board, or a member of any committee designated by the Board shall, in the performance of such person's duties, be fully protected in relying in good faith upon the books and records of the Corporation and upon such information, opinions, reports or statements presented to the Corporation by any of the Corporation's officers or employees, or committees of the Board, or by any other person as to matters the member reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Corporation.

Section 8.5: Certificate of Incorporation Governs. In the event of any conflict between the provisions of the Certificate of Incorporation and these Bylaws, the provisions of the Certificate of Incorporation shall govern.

Section 8.6: Severability. If any provision of these Bylaws shall be held to be invalid, illegal, unenforceable or in conflict with the provisions of the Certificate of Incorporation, then such provision shall nonetheless be enforced to the maximum extent possible consistent with such holding and the remaining provisions of these Bylaws (including without limitation, all portions of any section of these Bylaws containing any such provision held to be invalid, illegal, unenforceable or in conflict with the Certificate of Incorporation, that are not themselves invalid, illegal, unenforceable or in conflict with the Certificate of Incorporation) shall remain in full force and effect.

Section 8.7: Time Periods. In applying any provision of these Bylaws which requires that an act be done or not be done a specified number of days prior to an event or that an act be done during a period of a specified number of days prior to an event, calendar days shall be used (unless otherwise specified herein), the day of the doing of the act shall be excluded, and the day of the event shall be included.

ARTICLE IX: AMENDMENT

Notwithstanding any other provision of these Bylaws, any alteration, amendment or repeal of these Bylaws, and any adoption of new Bylaws, shall require the approval of the Board or the stockholders of the Corporation as expressly provided in the Certificate of Incorporation.

ARTICLE X: CHOICE OF FORUM; EXCLUSIVE FORUM

Unless the Corporation consents in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware (or, if the Court of Chancery does not have jurisdiction, the federal district court for the District of Delaware) shall, to the fullest extent permitted by law, be the sole and exclusive forum for: (i) any derivative action or proceeding brought on behalf of the Corporation; (ii) any action asserting a claim that is based upon a breach of a fiduciary duty owed by, or other wrongdoing by, any current or former director, officer, stockholder, employee or agent of the Corporation to the Corporation or the Corporation's stockholders; (iii) any action asserting a claim against the Corporation or any current or former director, officer, stockholder, employee or agent of the Corporation arising pursuant to any provision of the General Corporation Law, the Certificate of Incorporation or these Bylaws or as to which the General Corporation Law confers jurisdiction on the Court of Chancery of the State of Delaware; (iv) any action to interpret, apply, enforce or determine the validity of the Certificate of Incorporation or these Bylaws; (v) any action asserting a claim against the Corporation governed by the internal affairs doctrine; or (vi) any action asserting an "internal corporate claim" as that term is defined in Section 115 of the General Corporation Law. Unless the Corporation consents in writing to the selection of an alternative forum, the federal district courts of the United States of America shall be the exclusive forum for the resolution of any complaint asserting a cause of action arising under the Securities Act, or any successor thereto. Any person or entity purchasing or otherwise acquiring or holding any interest in shares of capital stock of the Corporation shall be deemed to have notice of and to have consented to the provisions of this Article X. Failure to enforce the foregoing provisions of this Article X would cause the Corporation irreparable harm, and the Corporation shall be entitled to equitable relief, including injunctive relief and specific performance, to enforce the foregoing provisions.

**CERTIFICATION OF AMENDED AND RESTATED BYLAWS
OF
FIGMA, INC.**

(a Delaware Corporation)

I, Brendan Mulligan, certify that I am the Secretary of Figma, Inc., a Delaware corporation (the “*Corporation*”), that I am duly authorized to make and deliver this certification, that the attached Bylaws are a true and complete copy of the Amended and Restated Bylaws of the Corporation in effect as of the date of this certificate.

Dated: August 1, 2025

/s/ Brendan Mulligan

Brendan Mulligan
Secretary

August 27, 2025

Figma, Inc.
760 Market Street, Floor 10
San Francisco, CA 94102

Re: Registration Statement on Form S-8

Ladies and Gentlemen:

As counsel to Figma, Inc., a Delaware corporation (the “*Company*”), we have examined the Registration Statement on Form S-8 (the “*Registration Statement*”) to be filed by the Company with the Securities and Exchange Commission (the “*Commission*”) on or about August 27, 2025 in connection with the registration under the Securities Act of 1933, as amended (the “*Securities Act*”), of up to 8,189,341 shares (the “*Shares*”) of the Company’s Class A common stock, \$0.00001 par value per share (“*Common Stock*”), for resale from time to time by the selling stockholders (the “*Selling Stockholders*”) as described in the reoffer prospectus (the “*Prospectus*”) included in the Registration Statement. The Shares consist of (i) shares of Common Stock that were issued by the Company to the Selling Stockholders upon the exercise or settlement of awards granted to the Selling Stockholders (the “*Existing Shares*”) under the Company’s Amended and Restated 2012 Equity Incentive Plan (the “*2012 Plan*”) and (ii) shares of Common Stock that are issuable by the Company to the Selling Stockholders upon the exercise or settlement of awards granted to the Selling Stockholders under the 2012 Plan (the “*Award Shares*”).

As to matters of fact relevant to the opinions rendered herein, we have examined such documents, certificates and other instruments which we have deemed necessary or advisable, including a certificate addressed to us and dated the date hereof executed by the Company. We have not undertaken any independent investigation to verify the accuracy of any such information, representations or warranties or to determine the existence or absence of any fact, and no inference as to our knowledge of the existence or absence of any fact should be drawn from our representation of the Company or the rendering of the opinion set forth below. We have not considered parol evidence in connection with any of the agreements or instruments reviewed by us in connection with this letter.

In our examination of documents for purposes of this letter, we have assumed, and express no opinion as to, the genuineness and authenticity of all signatures on original documents, the authenticity and completeness of all documents submitted to us as originals, that each document is what it purports to be, the conformity to originals of all documents submitted to us as copies or facsimile copies, the absence of any termination, modification or waiver of or amendment to any document reviewed by us (other than as has been disclosed to us), the legal competence or capacity of all persons or entities (other than the Company) executing the same and (other than the Company) the due authorization, execution and delivery of all documents by each party thereto. We have also assumed the conformity of the documents filed with the

Commission via the Electronic Data Gathering, Analysis and Retrieval System (“**EDGAR**”), except for required EDGAR formatting changes, to physical copies submitted for our examination.

The opinions in this letter are limited to the existing General Corporation Law of the State of Delaware now in effect. We express no opinion with respect to any other laws.

Based upon, and subject to, the foregoing, it is our opinion that (i) the Existing Shares to be sold by the Selling Stockholders pursuant to the Registration Statement and the Prospectus are validly issued, fully paid and non-assessable, and (ii) the Award Shares to be sold by the Selling Stockholders pursuant to the Registration Statement and the Prospectus, when issued and sold by the Company to the Selling Stockholders in accordance with the terms (including, without limitation, the payment and authorization provisions) of the 2012 Plan and the applicable form of award agreement thereunder, against the Company’s receipt of payment therefor (in an amount and type of consideration not less than the par value per Share), and duly registered on the books of the transfer agent and registrar for the Shares in the name of or on behalf of the applicable Selling Stockholders, will be validly issued, fully paid and non-assessable.

We consent to the use of this opinion as an exhibit to the Registration Statement and further consent to all references to us, if any, in the Registration Statement, the Prospectus constituting a part thereof and any amendments thereto. We do not thereby admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission thereunder.

This opinion is intended solely for your use in connection with the sale of the Shares by the Selling Stockholders subject to the Registration Statement and is not to be relied upon for any other purpose. In providing this letter, we are opining only as to the specific legal issues expressly set forth above, and no opinion shall be inferred as to any other matter or matters. This opinion is rendered on, and speaks only as of, the date of this letter first written above, and does not address any potential change in facts or law that may occur after the date of this opinion letter. We assume no obligation to advise you of any fact, circumstance, event or change in the law or the facts that may hereafter be brought to our attention, whether or not such occurrence would affect or modify any of the opinions expressed herein.

Very truly yours,

/s/ Fenwick & West LLP

FENWICK & WEST LLP

Consent of Independent Registered Public Accounting Firm

We consent to the reference to our firm under the caption "Experts" in this Registration Statement on Form S-8 and related Prospectus of Figma, Inc. pertaining to the reoffer and resale by certain stockholders of shares of Class A common stock acquired pursuant to the Amended and Restated 2012 Equity Incentive Plan and to the incorporation by reference therein of our report dated April 15, 2025, with respect to the consolidated financial statements of Figma, Inc. at December 31, 2023 and 2024, and for each of the two years in the period ended December 31, 2024, included in its prospectus dated July 30, 2025, filed with the Securities and Exchange Commission on July 31, 2025 pursuant to Rule 424(b) under the Securities Act.

/s/ Ernst & Young LLP

San Jose, California
August 27, 2025