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

FORM 10-K

(Mark One)

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

For the fiscal year ended December 31, 2025
OR

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

For the transition period from_____ to _____
Commission File Number 001-37879

THE TRADE DESK, INC.
(Exact name of registrant as specified in its charter)

Nevada	**27-1887399**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification No.)**

42 N. Chestnut Street
Ventura, California 93001
(Address of principal executive offices, including zip code)

(805) 585-3434

(Registrant's telephone number, including area code)

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

Title of each class	Trading Symbol	Name of each exchange on which registered
Class A Common Stock, par value $0.000001 per share	**TTD**	**The Nasdaq Stock Market LLC**

Securities registered pursuant to Section 12(g) of the Act: None

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

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

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

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

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

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

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

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

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

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

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

The aggregate market value of the voting and non-voting common equity held by non-affiliates of the registrant as of June 30, 2025, the last business day of the registrant's most recently completed second fiscal quarter, was approximately $32,045,240,502 based on the closing sales price for the registrant's Class A common stock, as reported on the Nasdaq Global Market. As of January 31, 2026, there were 432,868,418 shares of the registrant's Class A common stock outstanding and 43,108,629 shares of the registrant's Class B common stock outstanding.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the registrant's Proxy Statement for the 2026 Annual Meeting of Stockholders are incorporated by reference in Part III of this Annual Report on Form 10-K to the extent stated herein. Such proxy statement will be filed with the Securities and Exchange Commission within 120 days of the registrant's fiscal year ended December 31, 2025.

THE TRADE DESK, INC.
ANNUAL REPORT ON FORM 10-K
FOR THE FISCAL YEAR ENDED DECEMBER 31, 2025

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SPECIAL NOTE ABOUT FORWARD-LOOKING STATEMENTS

This Annual Report on Form 10-K contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended (the "Securities Act"), and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). Forward-looking statements generally relate to future events or our future financial or operating performance and may include statements concerning, among other things, our business strategy (including anticipated trends and developments in, and management plans for, our business and the markets in which we operate), financial results, the impact of macroeconomic uncertainty on our business, operations and the markets and communities in which we, our clients and partners operate, results of operations, revenues, operating expenses, tax laws, including the impact of the One Big Beautiful Bill Act ("OBBBA"), tax expenses, tax payments, capital expenditures including share repurchases, sales and marketing initiatives, cybersecurity risks and competition. In some cases, you can identify forward-looking statements because they contain words such as "may," "might," "will," "should," "expects," "plans," "anticipates," "could," "intends," "target," "projects," "contemplates," "believes," "estimates," "predicts," "suggests," "potential" or "continue" or the negative of these words or other similar terms or expressions that concern our expectations, strategy, plans or intentions. These statements are not guarantees of future performance; they reflect our current views with respect to future events and are based on assumptions and are subject to known and unknown risks, uncertainties and other factors that may cause our actual results, performance or achievements to be materially different from expectations or results projected or implied by forward-looking statements.

We discuss many of these risks in "Item 1A. Risk Factors" of this Annual Report on Form 10-K in greater detail and in other filings we make from time to time with the Securities and Exchange Commission (the "SEC"). Also, these forward-looking statements represent our estimates and assumptions only as of the date of this Annual Report on Form 10-K, which are inherently subject to change and involve risks and uncertainties. Unless required by federal securities laws, we assume no obligation to update any of these forward-looking statements, or to update the reasons actual results could differ materially from those anticipated, to reflect circumstances or events that occur after the statements are made. Given these uncertainties, investors should not place undue reliance on these forward-looking statements.

Investors should read this Annual Report on Form 10-K and the documents that we reference in this report and have filed with the SEC completely and with the understanding that our actual future results may be materially different from what we expect. We qualify all of our forward-looking statements by these cautionary statements.

SUMMARY OF RISK FACTORS

The following is a summary of the principal risks described below in *"Item 1A. Risk Factors"* in this Annual Report on Form 10-K. We believe that the risks described in the *"Risk Factors"* section are material to investors, but other factors not presently known to us or that we currently believe are immaterial may also adversely affect us. The following summary should not be considered an exhaustive summary of the material risks facing us, and it should be read in conjunction with the *"Risk Factors"* section and the other information contained in this Annual Report on Form 10-K.

- If we fail to maintain and grow our client base and spend through our platform and related offerings, our revenue and business may be negatively impacted.
- The loss of advertising agencies, advertisers or holding companies as clients could significantly harm our business, financial condition and results of operations.
- Any decrease in the use of the advertising channels that we are primarily dependent upon, failure to expand the use of emerging channels, or unexpected shift in use among the channels in which we operate, could harm our growth prospects, financial condition and results of operations.
- Macroeconomic conditions beyond our control could harm the overall demand for advertising and the economic health of agencies and advertisers, which could adversely affect our business, financial condition and results of operations.
- If our access to quality advertising inventory is diminished or fails to expand, our revenue could decline and our growth could be impeded.
- The market in which we participate is intensely competitive, and we may not be able to compete successfully with our current or future competitors.
- The market for programmatic buying for advertising campaigns is relatively new and evolving. If this market develops slower or differently than we expect, our business, growth prospects and financial condition could be adversely affected.
- If we fail to innovate or make the right investment decisions in our platform and related offerings, we may fail to attract and retain advertisers and advertising agencies and our revenue and results of operations may decline.

- If unauthorized access is obtained to user, client or inventory and third-party provider data, or our platform or related offerings are compromised, our services may be disrupted or perceived as insecure, and as a result, we may lose existing clients or fail to attract new clients, and we may incur significant reputational harm and legal and financial liabilities.
- Privacy and data protection laws to which we and our clients, inventory partners, and third-party data providers are subject may cause us to incur additional or unexpected costs, subject us to litigation, investigations or enforcement actions for alleged compliance failures, result in less demand for our offerings, or cause us to change our platform, related offerings or business model, which may have a material adverse effect on our business.
- Third parties control our access to unique identifiers, and if the use of "third-party cookies" or other technology to uniquely identify devices or users is rejected by Internet users, restricted or otherwise subject to unfavorable regulation, blocked or limited by preference signals, technical changes on end users' devices and web browsers, or our clients' ability to use data, including on our platform or related offerings is otherwise restricted, our performance may decline, and we may lose advertisers and revenue.
- We may experience fluctuations in our results of operations, which could make our future results of operations difficult to predict or cause our results of operations to fall below analysts' and investors' expectations.
- Our future success depends on the continuing efforts of our key employees, including Jeff T. Green, and our ability to attract, hire, retain and motivate highly skilled employees in the future.
- Operational performance and internal control issues may adversely affect our business, financial condition and results of operations and subject us to liability.
- We may experience outages, disruptions and malfunctions on our platform and related offerings if we fail to maintain adequate security and supporting infrastructure and processes, which may harm our reputation and negatively impact our business, financial condition and results of operations.
- Our failure to meet standards and provide services that our advertisers and inventory suppliers trust, could harm our brand and reputation and those of our partners and negatively impact our business, financial condition and results of operations.
- Evolving industry standards regarding impression counts and related disputes and customer collections could impact our business and reputation.
- Advertising technology industry self-regulation may lead to investigation by government or self-regulatory bodies, government or private litigation, and operational costs or harm to reputation or brand.
- Seasonal fluctuations in advertising activity could have a negative impact on our revenue, cash flow and results of operations.
- We often have long sales cycles, which can result in significant time between initial contact with a prospect and execution of a client agreement, making it difficult to project when, if at all, we will obtain new clients and when we will generate revenue from those clients.
- We are subject to payment-related risks that may adversely affect our business, working capital, financial condition and results of operations, including from advertising agencies that do not pay us until they receive payment from their advertisers and from clients that dispute or do not pay their invoices.
- The market price of our Class A common stock may be volatile or may decline regardless of our operating performance, and you may not be able to resell your shares at or above your purchase price.
- Substantial future sales of shares of our common stock could cause the market price of our Class A common stock to decline.
- Insiders have substantial control over our company, including as a result of the dual class structure of our common stock, which could limit your ability to influence the outcome of key decisions, including a change of control.

This section contains forward-looking statements. You should refer to the explanation of the qualifications and limitations on forward-looking statements described above.

PART I

Item 1. Business

Overview

We are a global leader in advertising technology. We empower ad buyers to create, manage and optimize digital advertising campaigns across ad formats, channels and devices. Our platform's depth, artificial intelligence ("AI") capabilities and rich ecosystem of inventory, publisher and data partner integrations enable superior reach and decisioning for clients. In addition to the primary capabilities provided by our self-service platform, our enterprise application programming interfaces ("APIs") equip our clients with the ability to customize and expand platform functionality.

Our clients are advertising agencies, advertisers and other service providers for agencies or advertisers, with whom we enter into ongoing master services agreements ("MSAs"). We generate revenue by charging our clients a platform fee generally based on a percentage of our clients' total platform spend and from providing value-added services and data to support their advertising campaigns.

Our Industry

Digital advertising is reported to represent the largest and fastest-growing segment of the global advertising industry, with estimated annual spend of over $700 billion and representing more than 70% of the total market spend. The digital advertising ecosystem is divided into buyers, sellers and marketplaces. We believe that participants on the buy side or sell side should be advocates for their buyers or sellers, while those in the marketplace business should act as a referee or have market-driven incentives to protect or enhance the integrity of the marketplace.

We believe that the convergence of several trends in the advertising industry are driving the rise of programmatic advertising and will result in it becoming the predominant method for advertisers to reach consumers:

Rapid Growth of CTV. We are witnessing a generational shift from linear television to connected television ("CTV") as Internet and television programming converge. New technologies support seamless delivery of streaming video content, accelerating consumers' demand to watch what they want, when they want and where they want. We believe that this increased demand for CTV will bring about new opportunities for content owners and advertisers to connect with consumers, including through ad-supported subscription models, and will further drive the shift towards data-driven advertising.

Expansion of Global Advertising TAM and Programmatic Advertising. The total addressable market ("TAM") for global advertising is reported to have surpassed $1 trillion for the first time in 2024. At the same time, advertisers are shifting more and more of their budgets to programmatic advertising as they more precisely target audiences through high-performance, decisioned advertising campaigns.

AI Driven Personalization and Automation. AI is fundamentally changing the media landscape, from the creative process all the way to the execution of advertising campaigns. As AI capabilities improve and as adoption of these tools increase, more personalized content at scale will be delivered with more predictive targeting and improved campaign automation. AI-driven platforms are poised to benefit from this evolution as the industry moves toward greater automation.

Prioritization of Data and Measurement in a Privacy-First World. In an increasingly digital, deeply interconnected and cross-platform media landscape, advertisers have begun to prioritize the use of high-quality, privacy-compliant data to drive intelligently decisioned campaigns and demand access to advanced measurement tools that demonstrate their technology partners' performance and value. By integrating this data with measurement features, including real time feedback on customer reactions to ads, programmatic advertising increases the value of impressions for advertisers and inventory owners and serves more relevant ads to viewers.

Fragmentation of an Increasingly Digital Audience. As changes in consumer behavior and advances in technology drive media to become increasingly digital, audience fragmentation is accelerating. A growing "long tail" of mobile applications, social media platforms, streaming services and websites presents a challenge for advertisers trying to reach a large audience. Additionally, the number of devices used by individual consumers has increased. Both of these fragmentation trends are opportunities for technology companies that can consolidate and simplify media buying options for advertisers and agencies.

Advertisers Expect More From Their Technology Partners. As programmatic advertising proliferates and the industry and technology mature, advertisers have an increasingly broad field of technology partners to choose from. As these partners differentiate themselves not just purely on value, but also on their reporting and measurement capabilities, their successful implementation of AI tools that empower advertisers and their access to desirable inventory and retail media, we expect advertisers to become increasingly selective on who they partner with.

Our Philosophy

Our approach is grounded in the following principles:

- ***We Focus on the Buy Side with Independence and Objectivity.*** We focus on buyers because they control advertising budgets. The supply of digital advertising inventory continues to exceed demand, and accordingly, we believe it is a buyer's market. We also believe that by aligning our core offerings with buyers, we are able to avoid the conflicts of interest of our competitors who serve both the buy side and sell side. We provide and are developing offerings and features that work with publishers and supply-side partners to help ensure access to quality advertising inventory and to maximize decisioning capabilities for buyers of advertising. This objectivity allows us to build long-term, trusting relationships with our clients, many of whom leverage their proprietary, first-party data on our platform.
- ***We Are Data Driven.*** Our platform was founded on the principle that data-driven decisions will be the future of advertising. We built a data-management platform first, before building our ad-buying technology. We provide rich third-party datasets in our data marketplace to improve campaign performance, and we frequently help our clients drive campaign performance even further by ingesting their proprietary data directly, enabling greater decisioning and campaign optimization. Given our independent, buy-side focused approach and our strict protocols governing the ingestion of client first-party data, our clients trust us with their most granular and expressive data. Our technology platform enables effective use of such data, allowing our clients to run precisely targeted omnichannel advertising campaigns that help optimize campaigns and maximize return on advertising investments. Finally, the breadth and depth of data available on our data marketplace gives our clients a holistic view of their target audience, which enables more effective targeting across channels and the ability to engage in more precise attribution and closed-loop measurement.
- ***We Focus on AI Capabilities***. Because the core of programmatic advertising is algorithmic software that automates ad buying, the development of new AI technologies is inherent to us. For nearly a decade, we have invested in augmenting the capabilities of our platform, including pioneering multiple innovations in this space. Recent technological advancements have driven even greater automation opportunities within new capabilities we are developing, such as Audience Unlimited, which will enable the radical simplification of the data buying process using the agentic co-pilot features available on our platform.
- ***We Invest in Lasting Client Relationships.*** We derive substantially all of our revenue from ongoing MSAs with our clients, rather than episodic insertion orders. We believe this approach strengthens our relationships with our clients and helps us grow their use of our platform over the long term, providing us with a highly scalable business model and a customer retention rate that has exceeded 95% for over a decade.
- ***We Offer Transparency and are Channel Agnostic***. Our platform provides granular, real-time reporting on our clients' advertising campaigns. Our clients directly access and execute campaigns on our platform and can control all facets of inventory purchasing decisions. By providing detailed reporting and actionable insights on our platform, we enable our clients to maximize value and target their budgets toward the most effective advertising inventory, data providers and channels.
- ***We Are an Open Platform with a Rich Ecosystem.*** Clients can customize and expand platform functionality by building their own features on top of our platform. For example, clients may use our APIs to design their own user interface, bulk manage advertising campaigns and link other systems, including ad servers or reporting tools. By using our APIs or by working with our engineering team, clients can invest their own resources to build their own proprietary tools for reporting, campaign strategy, custom algorithms, proprietary data use or other use cases. Our open platform approach enables third-party partners to integrate their technology into our platform, which in turn allows our advertising agency and service provider clients to provide differentiated offerings to their clients, which we believe leads to long-term relationships and increased use of our platform.

- ***We Provide Access to Premium Inventory on a Global Scale***. We have forged relationships with many of the open internet's foremost providers of premium omnichannel inventory, allowing our clients to precisely target their ads across the globe and through a broad array of channels.

Our Platform

Our world-class, AI-enabled platform helps buyers of advertising plan, execute and measure highly expressive, data-driven campaigns across premium, omnichannel inventory. Our platform enables advertisers and agencies to:

- purchase digital media programmatically on various media exchanges and sell-side platforms, as well as directly from publishers;
- acquire and use third-party data to optimize and measure digital advertising campaigns;
- integrate and deploy their proprietary first-party data within our platform to optimize campaign efficacy;
- utilize our AI-powered actionable insights to monitor, manage, and optimize ongoing digital advertising campaigns on a real-time basis;
- monitor and manage ongoing digital advertising campaigns on a real-time basis;
- link digital campaigns to offline sales results or other business objectives;
- access other services such as our data management platform and publisher management platform marketplace; and
- use our user interface and APIs to customize and expand platform functionality.

Our platform is powerful and user friendly:

- ***Easy to Use, Open and Customizable.*** Our platform offers powerful tools and interfaces that empower our users by simplifying and streamlining the ad buying experience. Our platform also enables clients to integrate custom features and interfaces for their own use through our APIs.
- ***Koa — Your AI Co-Pilot.*** Koa is our platform's AI co-pilot. It processes and analyzes robust data sets to surface insights, optimizations and recommendations that help platform users make data-driven decisions without sacrificing control or transparency. Koa's artificial intelligence capabilities are used across various aspects of the platform, including predictive clearing, ad impression relevance scoring, measurement and forecasting, budget optimization and key performance indicator scoring.
- ***Expressiveness.*** Our platform utilizes bid-factor-based architecture, which allows users to set up campaigns based on specific business objectives and optimize them based on performance. Because of the granularity of bid factors, users of our platform can easily define and manage advertising campaigns with multiple targeting parameters that could result in quadrillions of permutations, which we refer to as expressiveness. We believe that expressiveness provides clients with the ability to target audiences with an extremely high level of precision and thus obtain higher returns on their advertising spend.
- ***Integrated, Omnichannel and Cross Device.*** Our platform provides integrated access to a wide range of omnichannel inventory and data sources, as well as third-party services such as ad servers, ad-verification services and survey vendors. Our platform's integration of these sources and services enables our clients to deploy their budgets through a wide variety of channels, device types and formats, targeted in their desired manner, all through a single platform.

Some of the key features of our platform are:

- ***Auto Optimization.*** We provide auto-optimization features that allow buyers the option to largely automate their campaigns. In addition, by giving clients reporting, budgeting and bidding transparency, clients can make informed decisions on whether to lean on our auto-optimization capabilities, including, for example, those within Audience Unlimited, or more actively control a campaign.
- ***Advanced Reporting and Analytics Tools.*** We provide a comprehensive view of consumers' interactions with the ads purchased through our platform with robust reporting of performance insights across multiple variables, such as audience characteristics, ad format, site category, website, device, creative type and geography. Better reporting results in better learning, enabling better campaign optimization and outcomes.

- ***Data Management and Measurement Tools.*** Our platform enables clients to optimize campaigns with numerous highly relevant data sets, including from an extensive selection of third-party vendors, in a seamless and easy manner. We also empower our clients with an extensive set of measurement capabilities, both through a number of proprietary benchmarking tools and indices, and through integrations with a broad selection of third-party measurement partners.
- ***Informed Media Planning.*** Our platform enables clients to use audience insights and strategic goals to help optimize campaign planning, with the ability to generate, analyze and launch data-driven, programmatic media plans. Our tools analyze the actions of existing core audiences with the data we see across the open Internet to deliver fully transparent, performance-focused and ready-to-activate campaigns.
- ***Private Marketplace Support.*** For clients who wish to transact directly with individual publishers, we offer a comprehensive user interface for discovering and transacting via a wide variety of private contracts. Additionally, we offer a solution for advertisers to access publisher inventory via a direct tag in a publisher's ad server where there is no other programmatic access to such publisher's inventory.

Our Technology

The core elements of our technology are:

- ***Scalable Architecture.*** Our platform infrastructure is hosted in data centers around the world. Our core bidding architecture is easily adaptable to a variety of inventory formats, allowing our platform to communicate with many different inventory sources. This results in highly optimized performance with minimized latency, given the millions of data points that are analyzed in real time.
- ***Predictive Models.*** We use campaign data captured by our platform to build predictive models around user characteristics, such as demographic, purchase intent or interest data. Data from our platform is continually fed back into these models, which enables them to improve over time as the use of our platform increases.
- ***Performance Optimization.*** During campaign execution, our optimization engine continually scores a variety of attributes of each impression, such as website, industry vertical or geography, for their likelihood to achieve campaign performance goals. Our bidding engine then shifts bids and budgets in real time to deliver optimal performance. Additionally, our platform enables clients to set multiple, simultaneous optimization goals for their advertising.
- ***Real-time Analytics.*** Our platform continuously collects data regarding inventory availability. Real-time campaign delivery and spend totals are used to manage campaign budgets and goal caps, as well as campaign reporting. This data is fed back into our optimization engine to improve campaign performance and into machine-learning models for user demographic predictive modeling.

Our Growth Strategy

The key elements of our long-term growth strategy include:

- ***Increase Our Share of Existing Clients' Digital Advertising Spend.*** Many advertisers are moving a greater percentage of their advertising budgets to programmatic channels. We believe that this shift will provide us with the opportunity to capture a larger share of the overall advertising spend by our existing clients. Additionally, we plan to promote and further develop value-added services, data, and client incentive plans, helping us grow our business.
- ***Grow Our Client Base.*** We have extensive relationships with many advertising agencies, advertisers and other service providers, and we believe that, given the decentralized nature of the advertising industry, we have the opportunity to expand our relationships with new and existing clients. We expect to continue making investments to grow our sales and client service team to support this strategy, and we see particular opportunities to expand the aperture of clients we support across the mid-market.
- ***Continue to Innovate in Technology, Data and Measurement.*** While we believe that our release of Kokai, our most recent and major upgrade to our platform and its offerings, implemented significant enhancements, we intend to continue innovating and improving the technology underlying our platform and enhancing its features and functionalities, including the development of new or improved value-added services or the inclusion of additional data. We view data and measurement as key competitive

advantages, and we will continue to invest resources in growing and enhancing our data and measurement offerings. For example, we are developing new methods of media buying our platform that increasingly leverage data and AI features, meant to make it easier for our clients to utilize data and AI to enhance the effectiveness of their advertising campaigns.

- ***Expand Our Omnichannel Capabilities.*** We believe offering clients capabilities across all media channels and devices enables advertisers to manage highly effective omnichannel campaigns, where data from each channel can inform decisions in other channels. We believe these capabilities will continue to further strengthen our relationships with our clients. We intend to continue investing in innovation across all channels, including the integration of new inventory sources within CTV and other video, display, audio and native, as well as new potential inventory sources that could arise with the advent of AI.
- ***Extend Our Reach in CTV.*** Television is the largest category of advertising spend, and we believe that the future of television is CTV, the streaming of media and video on demand through subscription and ad-supported streaming services. We plan to continue investing significant resources in technology, sales and support staff related to our CTV growth initiatives.
- ***Ensure Access to Quality Inventory.*** Our continued success depends on our ability to secure increasing amounts of attractive, high-quality inventory on reasonable terms for our clients. As part of such efforts, we have developed and plan to continue to enhance OpenPath, our offering intended to give clients access to quality inventory through a simplified, direct connection to publishers. We have also launched PubDesk, a dashboard specifically designed for publishers to help them better understand what our clients want by providing detailed information on how buyers view their inventory and what drives bid pricing. This data gives publishers valuable transparency into their programmatic traffic, which helps them surface higher quality inventory that our clients can confidently bid on.
- ***Enhancing Supply Chain Transparency and Efficiency.*** We have launched and will continue to develop OpenSincera, an open-source tool that provides visibility into the ad experience by providing detailed metadata on ad experiences across 400,000 publishers. OpenSincera provides advertisers with more clarity around the media supply chain to make informed, intentional decisions across large-scale digital campaigns and provides publishers with more insight into the inventory and ad experiences offered. We have also developed additional features and offerings to facilitate better transparency and integrity of ad auctions, such as our OpenAds solution, and to further help our clients evaluate the quality and cost of inventory.
- ***Further Enhance Identity Solutions, Including Unified ID 2.0.*** We continue to develop and enhance Unified ID 2.0, an open-source identity framework that operates by transforming email addresses or phone numbers into an advertising identifier (a "UID2") that is designed to not directly identify the individual. Subject to appropriate guardrails, participants in Unified ID 2.0 can then use this UID2 in connection with our platform and other services, including ad buying and reporting. We have worked to cultivate industry-wide support and collaboration for the Unified ID 2.0 approach, and we intend to continue these efforts. EUID, a European-focused version of Unified ID 2.0, was released in a limited beta in 2023.
- ***Expand Our International Presence.*** Many of our clients serve advertisers on a global basis, and we have been expanding our presence in markets outside of the United States to serve the needs of those advertisers in additional geographies. We believe that the global opportunity for programmatic advertising is significant and will continue to expand as publishers and advertisers outside the United States seek to adopt the benefits that programmatic advertising provides. As we expand relationships with our existing clients, we are investing in select regions in Europe and Asia. In particular, we believe that the United Kingdom ("U.K."), Germany, France, China, Japan, India and Australia may represent substantial growth opportunities, and we are investing in developing our business in those and other markets.
- ***Expand and Support Our Third-Party Ecosystem.*** We have hundreds of independent companies who partner with us and who make their data and services available to our clients through our platform. We view these relationships and the access they provide our clients as a key competitive advantage and plan to continue developing these relationships.

Our Clients

Our clients consist of purchasers of programmatic advertising inventory, value-added services and data. Our clients are advertising agencies, advertisers or groups within advertising agencies that have independent relationships with us, manage budgets independently of one another, are based in different jurisdictions and are served by unique Trade Desk teams.

Our clients typically enter into MSAs with us that give users constant access to our platform. Our MSAs, some of which may include joint business plans and other incentive programs, do not contain any material commitments on behalf of clients to use our platform to purchase ad inventory, value-added services or data. Generally, these MSAs have one-year terms that renew automatically for additional one-year periods, unless earlier terminated, and are terminable at any time upon 60 days' notice by either party.

If all of our individual client contractual relationships were aggregated at the holding company level, two holding companies would have each represented more than 10% of our gross billings in 2025 and one holding company would have represented more than 10% of our gross billings in 2024.

Our Advertising Inventory and Data Suppliers

We believe that we are an important business partner for suppliers of programmatic advertising inventory and data as we represent one of the largest sources of buy-side demand within the digital advertising industry. We believe our ecosystem provides a competitive advantage, which leads to better results for clients and in turn attracts more inventory and data suppliers.

We obtain digital advertising inventory from over 430 directly integrated ad exchanges, publishers and supply-side platforms, providing us with access to a breadth of programmatic advertising inventory across televisions, streaming devices, mobile devices, computers and digital-out-of-home devices.

We believe that our data marketplace represents an important distribution channel for third-party data vendors. As of December 31, 2025, we have integrated our platform with more than 370 third-party data vendors whose products are available for purchase through our platform.

Sales and Marketing

Given our self-service business model, we focus on supporting, advising and training our clients to use our platform independently as soon as they are ready to transact.

Once a new client has access to our platform, they work closely with our client service teams, which onboard new clients and provide continuous support throughout the early campaigns. Typically, once a client has gained some initial experience, they will move to a fully self-service model and request support as needed. Our client service teams promote adoption of relevant features and provide support to optimize usage of the platform.

To help train our clients, suppliers and other digital media participants, we have created an e-learning program called The Trade Desk Edge Academy. We believe that this initiative is an important component in our strategy of enabling rapid onboarding to our platform.

Our marketing efforts are focused on increasing awareness for our brand, executing thought-leadership initiatives, supporting our sales team and generating new leads. We seek to accomplish these objectives by presenting at industry conferences, hosting client conferences, publishing white papers and research, engaging in public relations activities, expanding our social media presence and launching advertising campaigns.

Technology and Development

Rapid innovation is a core driver of our business success and our corporate culture. We prioritize and align our product roadmap with our clients' needs, and we aim to refresh our platform weekly. Our development teams are intentionally lean and nimble in nature, providing for transparency and accountability.

We expect technology and development expense to increase as we continue to invest in the development of our platform, related offerings and hosting infrastructure to support additional platform features and functionality, increase the

number of advertising inventory and data suppliers and support anticipated increases in volume of advertising spend by our clients on our platform. Additionally, we intend to continue strategically investing in hosting infrastructure to support our growing artificial intelligence and machine learning capabilities.

Seasonality

In the advertising industry, companies commonly experience seasonal fluctuations in revenue. For example, many advertisers allocate the largest portion of their budgets to the fourth quarter of the calendar year in order to coincide with increased holiday purchasing. Historically, the fourth quarter of the year reflects our highest level of advertising activity while the first quarter reflects the lowest level of such activity. Additionally, advertising activity is typically heightened in the periods leading up to major United States political elections. We expect our revenue to continue to fluctuate based on seasonal factors that affect the advertising industry as a whole.

Our Competition

Our industry is highly competitive and fragmented. We compete with other demand-side platform providers, some of which are smaller, privately held companies and others are divisions of large, well-established companies such as Google and Amazon. We believe that we compete primarily based on the performance, capabilities and transparency of our platform as well as our focus on the buy side. We believe we are differentiated from our competitors in the following areas:

- we are an independent technology company focused on serving advertising agencies, advertisers and others on the buy side of our industry so we are free from the conflicts of interest inherent in our competitors that also own and operate media;
- our platform uses proprietary, highly advanced technologies, including our AI functionalities;
- our platform provides comprehensive access to a wide range of premium, omnichannel inventory and third-party data vendors; and
- our platform allows clients to build proprietary advantages by integrating custom features and interfaces for their own use through our APIs, while also offering access to our rich ecosystem of third-party providers in our platform.

Our Human Capital

We believe our values of vision, agility, grit, openness, generosity and being full hearted are an important component of our success. Behind all our innovations are the talented people around the world who bring them to life. To continue to produce such innovations, we believe it is crucial that we continue to attract and retain top talent. We strive to make The Trade Desk a diverse and inclusive workplace, where our people feel they belong, with opportunities for our employees to grow and develop their careers, supported by strong compensation, benefits and health and wellness programs, and by programs that build connections between our employees and their communities.

As of December 31, 2025, we had 3,843 full-time employees in 21 countries. Regionally, North America, Europe, Middle East and Africa (“EMEA”) and Asia Pacific (“APAC”) make up approximately 63%, 20% and 17% of our workforce, respectively.

Diversity and Inclusion

We are committed to fostering a culture of inclusion and belonging in which all employees are empowered to bring their whole, authentic selves to work every day. At The Trade Desk, we believe in the people who work for us, and we prioritize diversity and inclusion as part of our investment in our people. Our goal is to create a culture where we value, respect and provide fair treatment and opportunities for all employees. To ensure we live our values and our culture stays unique and strong, our board of directors and executive team has put significant focus on our human capital resources. Team members are encouraged to come to their managers with questions, feedback or concerns, and we conduct various internal surveys that gauge employee sentiment in areas like career development, culture, manager performance and inclusivity. Our leaders review the survey feedback, if applicable, and other concerns raised by team members and work with their teams to take action.

We demonstrate this commitment through a strategy of education, celebration, donations to the community, diversification of our talent and the creation of forums for internal dialogue and listening. As of December 31, 2025, our global leadership team is 68% male and 32% female.

Talent Development

Despite our rapid growth, we still cherish our roots as a startup and our company culture of ownership. We empower employees to develop their skills and abilities by acting on great ideas regardless of their role or function, which translates into personal investment in building our organization.

To set our global team up for success, we define key competencies for roles that are aligned with our values and extend to all levels of leadership regardless of experience and role. We seek to provide a wide range of learning and development opportunities in both individual and group settings with formal, social and experiential learning.

Compensation and Benefits

We provide compensation and benefits programs to help meet the needs of our employees and reward their efforts and contributions. We seek fairness in total compensation with reference to external comparisons, internal comparisons and the relationship between management and non-management compensation.

In addition to base salaries, we provide competitive compensation programs commensurate with our peers and industry, such as bonuses, equity awards, 401(k) plans, healthcare and insurance benefits, health savings and flexible spending accounts, paid time off, family leave, family care resources, employee assistance programs and tuition assistance, among many others. We also provide our employees and their families with access to a variety of innovative, flexible and convenient health and wellness programs.

Intellectual Property

The protection of our technology and intellectual property is an important component of our success. We rely on intellectual property laws, including trade secret, copyright, patent and trademark laws in the United States and abroad, and use contracts, confidentiality procedures, non-disclosure agreements, employee disclosure and invention assignment agreements and other contractual rights to protect our intellectual property. We have a small number of patents and patent applications; however, our patent applications may not result in the issuance of any patents, and our issued patents may not actually provide adequate defensive protection or competitive advantages to us.

Collection and Use of Data; Privacy and Data Protection Legislation and Regulation

To power our platform, we and our clients currently use pseudonymous data about Internet and mobile app users to manage and execute digital advertising campaigns in a variety of ways, including delivering advertisements to end users based on information such as their geographic locations, the type of device they are using, their interests as inferred from their web browsing or app usage activity or their relationships with our clients. Such data is passed to us from third parties, including original equipment manufacturers, application providers, data providers and publishers, as well as our advertiser clients. We do not use this data to discover the identity of individuals, and we currently contractually prohibit clients, data providers and inventory suppliers from importing data that directly identifies individuals onto our ad buying platform. In connection with certain offerings, including Unified ID 2.0 and EUID, we do allow users of those services to disclose some directly identifying information, such as phone number and email address, to us for purposes of transforming that information into pseudonymous identifiers to use on our platform. We also take in email addresses and phone numbers to operationalize the opt-out portal we offer in connection with Unified ID 2.0 and EUID, as well as in connection with a single-sign on tool we offer to publishers, known as OpenPass.

Our ability, and the ability of other advertising technology companies, to collect, augment, analyze, use, share and otherwise process data relies upon the ability to uniquely identify devices across websites and applications, and to collect data about user interactions with those devices for purposes such as serving relevant ads and measuring the effectiveness of ads. The processes used to identify devices and similar and associated technologies are governed by U.S. and foreign laws and regulations and are dependent upon their implementation within the industry ecosystem. Such laws, regulations, and industry standards change frequently, including those relating to the level of consumer notice, consent and/or choice required when a company uses data for certain purposes, including targeted advertising, or employs cookies or other electronic tools to collect data about interactions with users online.

In the United States, both federal and state legislation govern activities such as the collection and use of personal data, and data privacy in the advertising technology industry has frequently been subject to review by the Federal Trade Commission (the "FTC"), U.S. Congress, and individual states and their respective regulators. Relying on Section 5 of the FTC Act, which prohibits companies from engaging in "unfair" or "deceptive" trade practices, the FTC actively pursues alleged violations of representations concerning privacy protections and acts that allegedly violate individuals' privacy interests. In addition, increasing consumer concern over data privacy in recent years has led to a myriad of enacted and proposed legislation and regulation both at the federal and state levels, some of which has affected and will continue to affect our operations and those of clients, inventory sources and other industry partners.

Many states have adopted omnibus consumer privacy laws. Other states are considering similar legislation. These state laws define "personal information" broadly enough to include many online identifiers provided by individuals' devices, applications, and protocols (such as IP addresses, mobile advertising identifiers and unique cookie identifiers), individuals' location data and hashed versions of email addresses and phone numbers. In many respects, these state laws focus significantly on advertising activities, mandating that businesses that engage in certain advertising uses of consumer personal information offer and honor an opt-out of such activities, including, in some states, through browser or device-based preference signals. (Terminology varies slightly among some of the state laws, referring to such practices as "processing for targeted advertising" or "sales" or "sharing" of personal information, but the opt-out requirement exists under each state's law.) These state privacy laws also provide consumers other rights, such as to access, correct or delete their personal information (subject to certain limitations), opt out of certain processing of their personal information and impose special rules on the collection of data from minors, precise location data, and other types of "sensitive" personal information as well as transparency and data governance obligations. Importantly, as a consequence of the obligations under these laws, the availability of data within our platform, our related offerings and the advertising ecosystem more broadly may decline, potentially making our platform and services less valuable to our clients.

The requirement under certain states' laws to honor users' requests to opt out of certain disclosures and uses of data for advertising purposes through preference signals, such as the Global Privacy Control ("GPC") or similar signals, reflects a broader attention that privacy advocates, the media and some government regulators, have devoted to digital advertising in recent years. If the use of the GPC or similar technical signals is adopted by many Internet users, is imposed by additional states or by federal or foreign legislation, or is agreed upon by standard setting groups, we may have to change our business practices, our clients may reduce their use of our platform and services, and our business could be harmed.

As our business is global, our activities are also subject to foreign legislation and regulation. In Europe, including the U.K., the European Union (the "EU"), the European Economic Area (the "EEA") and the countries of Iceland, Liechtenstein and Norway, separate laws and regulations (and member states' implementations thereof) govern the processing of personal data, and these laws and regulations continue to impact us. The General Data Protection Regulation ("EU GDPR") and the United Kingdom General Data Protection Regulation and Data Protection Act 2018 (the "UK GDPR") (the EU GDPR and UK GDPR are hereinafter referred to collectively as the GDPR), which apply to us, define "personal data" broadly. Together with related laws, such as the ePrivacy Directive, we and our clients and inventory partners face enhanced data protection obligations, both as controllers of such data and as service providers processing the data. These laws also provide certain rights, such as access and deletion, to the individuals about whom the personal data relates, and require consent for certain activities. IAB Europe previously collaborated with the digital advertising industry to create a user-facing framework (the Transparency and Control Framework, or "TCF") for establishing and managing legal bases under the GDPR and other U.K. and EU privacy laws including the ePrivacy Directive (discussed below). Although the TCF is actively in use, its viability as a compliance mechanism is under review by the European authorities and we cannot predict its effectiveness over the long term (as further detailed in the Risk Factors section). Maintaining compliance with the requirements of European privacy laws and regulations, including monitoring and adjusting to rulings and interpretations that affect our approach to compliance, requires significant time, resources and expense, and may lead to significant changes in our business operations, as will the effort to monitor whether additional changes to our business practices and our backend configuration are needed, all of which may increase operating costs, or limit our ability to operate or expand our business.

Additionally, in the EU, the EU Directive 2002/58/EC (as amended by Directive 2009/136/EC), commonly referred to as the ePrivacy or Cookie Directive, directs EU member states to ensure that accessing information on an Internet user's computer, such as through a cookie and other similar technologies, is allowed only if the Internet user has been informed about such access, and provided consent. A replacement for the ePrivacy Directive is currently under discussion by EU member states to complement and bring electronic communication services in line with the EU GDPR and force a harmonized approach across EU member states. Although it remains under debate, the proposed ePrivacy Regulation may further raise the bar for the use of cookies, and the fines and penalties for breach may be significant. We cannot yet determine the impact such future laws, regulations and standards may have on our business.

To address the transfer of personal data from the EEA, Switzerland and U.K. to the United States, we rely upon, and are currently certified under, the EU-U.S. and Swiss-U.S. Data Privacy Frameworks ("DPF") and the U.K. Extension to the EU-U.S. DPF. However, the long-term viability of the DPF is uncertain and the extent to which other European mechanisms can be used to transfer personal data to the United States remains in question. If all or some jurisdictions within the EU or the U.K. determine that these mechanisms cannot be used to transfer personal data to the United States, then we could be left with no reasonable option for the lawful cross-border transfer of personal data. In such circumstance, continuing to transfer personal data from the EU to the United States could lead to governmental enforcement actions, litigation, fines and penalties or adverse publicity. Such consequences could have an adverse effect on our reputation and business, such as by requiring us to establish systems to maintain certain data in the EU, which may involve substantial expense and cause us to divert resources from other aspects of our operations, all of which may harm our business. Other jurisdictions have adopted or are considering cross-border or data residency restrictions, which could reduce the amount of data we can collect or process and, as a result, significantly impact our business.

In addition, the online advertising ecosystem is subject to best practices and self-regulatory standards, such as those promulgated by the Network Advertising Initiative, or NAI, the Digital Advertising Alliance, or DAA, and their international counterparts.

Available Information

We file Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K, proxy statements and related amendments, exhibits and other information with the SEC. You may access and read our filings without charge through the SEC's website at www.sec.gov or through our website at http://investors.thetradedesk.com, as soon as reasonably practicable after such materials are electronically filed with or furnished to the SEC pursuant to Section 13(a) or 15(d) of the Exchange Act.

Website addresses referred to in this Annual Report on Form 10-K are not intended to function as hyperlinks, and the information contained on our website is not incorporated into, and does not form a part of this Annual Report on Form 10-K or any other report or documents we file with or furnish to the SEC.

Item 1A. Risk Factors

Investing in our Class A common stock involves a high degree of risk. You should consider carefully the risks and uncertainties described below, together with all of the other information contained in this Annual Report on Form 10-K, including the consolidated financial statements and the related notes and Management's Discussion and Analysis of Financial Condition and Results of Operations, before making investment decisions related to our Class A common stock. If any of the following risks are realized, our business, financial condition, results of operations and prospects could be materially and adversely affected. In that event, the market price of our Class A common stock could decline and you could lose part or all of your investment.

Risks Related to Our Business and Industry

If we fail to maintain and grow our client base and spend through our platform and related offerings, our revenue and business may be negatively impacted.

To sustain or increase our revenue, we must regularly add new clients and encourage existing clients to maintain or increase the amount of spend through our platform and adopt existing or new offerings that we make available. If competitors introduce lower cost or differentiated offerings that compete with or are perceived to compete with our offerings, our ability to sell our services to new or existing clients could be impaired. We focus on the value of our platform and related offerings. Agencies and advertisers may have an adverse reaction to the related pricing, which could impair our ability to maintain and attract existing and new clients and our share of their advertising budgets. We have spent

significant effort in cultivating our relationships with advertising agencies and advertisers, which has resulted in an increase in the budgets allocated to, and the amount of advertising purchased on, our platform. However, it is possible that we may reach a point of saturation at which we cannot continue to grow our revenue from such agencies or advertisers because of internal limits that advertisers may place on the allocation of their advertising budgets to digital media to a particular provider or otherwise. While we generally have master services agreements ("MSAs") in place with our clients, such agreements allow our clients to choose the amount they spend through our platform and terminate our services with limited notice. We at times supplement our MSAs with joint business plans and other incentive programs designed to increase spend from existing clients; however, such increased spend may not materialize in the amounts we expect or at all. We do not typically have exclusive relationships with our clients and there is limited cost and difficulty to moving their media spend to our competitors. As a result, we have limited visibility to our future advertising revenue streams. We cannot assure you that our clients will continue to use our platform or related offerings to the extent that we expect or at all, or that we will be able to replace, in a timely or effective manner, departing clients with new clients that generate comparable revenue. If a major client representing a significant portion of our business decides to materially reduce its use of our platform or related offerings or to cease their use altogether, it is possible that our revenue or revenue growth rate could be significantly reduced, and our business negatively impacted.

The loss of advertising agencies, advertisers or holding companies as clients could significantly harm our business, financial condition and results of operations.

Our client base consists primarily of advertising agencies and advertisers. We do not have exclusive relationships with advertising agencies or advertisers, and we depend on agencies to work with us to build and maintain advertiser relationships and execute advertising campaigns.

The loss of agencies or advertisers as clients could significantly harm our business, financial condition and results of operations. If we fail to maintain satisfactory relationships with an advertising agency, we risk losing business from the current and future advertisers represented by that agency.

Advertisers may change advertising agencies. If an advertiser switches from an agency that utilizes our platform to one that does not, we will lose revenue from that advertiser. In addition, some advertising agencies have their own relationships with suppliers of advertising inventory and data and can directly connect advertisers with such suppliers. Our business may suffer to the extent that advertising agencies and such suppliers purchase and sell advertising inventory or data directly from one another or through intermediaries other than us.

Our clients include advertising agencies, many of which are owned by holding companies, where decision making is decentralized such that purchasing decisions are made, and relationships with advertisers are located, at the agency, local branch or division level. If all of our individual client contractual relationships were aggregated at the holding company level, two holding companies would have each represented more than 10% of our gross billings for 2025.

In most cases, we enter into separate contracts and billing relationships with the individual agencies and account for them as separate clients. A holding company may be acquired by, or consolidate with, another holding company that does not utilize our platform, or a holding company may choose to exert control over its individual agencies in a way that may otherwise result in an overall reduction in our revenue. If so, any consolidation of, or loss of relationships with such holding companies and consequently, of their agencies, local branches or divisions, as clients could significantly harm our business, financial condition and results of operations.

Any decrease in the use of the advertising channels that we are primarily dependent upon, failure to expand the use of emerging channels, or unexpected shift in use among the channels in which we operate, could harm our growth prospects, financial condition and results of operations.

Historically, our clients have predominantly used our platform to purchase CTV and other video, mobile and display advertising inventory. In particular, the CTV market is quickly evolving and the demand for CTV inventory on our platform has been a significant driver of growth. We expect that these will continue to be significant channels used by our clients for digital advertising in the future. We also believe that our revenue growth may depend on our ability to expand within our channels, especially CTV, and we have been, and are continuing to, enhance such channels. Any decrease in the use of video, mobile and display advertising, whether due to clients losing confidence in the value or effectiveness of such channels, regulatory restrictions, consumer choices, or other causes, or any inability to further penetrate certain channels including CTV, or enter new and emerging advertising channels, could harm our growth prospects, financial condition and results of operations.

Each advertising channel presents distinct and substantial risk and, in many cases, requires us to continue to develop additional functionality or features to address the particular requirements of the channel. Our ability to provide capabilities across multiple advertising channels, which we refer to as omnichannel, may be constrained if we are not able to maintain or grow advertising inventory for such channels, and some of our omnichannel offerings may not gain market acceptance. If we fail to maintain a diversified channel mix, a decrease in the demand for any channel or channels that we become primarily dependent upon could harm our business, financial condition and results of operations. We may not be able to accurately predict changes in overall advertiser demand for the channels in which we operate and cannot assure you that our investment in channel development will correspond to any such changes. Furthermore, if our channel mix changes due to a shift in client demand, such as clients shifting their spend more quickly or more extensively than expected to channels in which we have relatively less functionality, features, or inventory, then demand for our platform could decrease, and our business, financial condition, and results of operations could be adversely affected.

Macroeconomic conditions beyond our control could harm the overall demand for advertising and the economic health of agencies and advertisers, which could adversely affect our business, financial condition and results of operations.

Our business depends on the overall demand for advertising and on the economic health of the agencies and advertisers that use our platform. Market uncertainties or downturns, whether global, local or industry or sector specific, and any associated macroeconomic conditions, such as growing inflation, concerns around a potential recession, changes in interest rates, changes in foreign currency exchange rates, changes in trade policies and practices, supply chain disruptions, the impact of global instability in many parts of the world and public health crises, may disrupt the operations of our clients and partners and cause agencies and advertisers to decrease or pause their advertising budgets, which could reduce spend though our platform and adversely affect our business, financial condition and results of operations. As we explore new countries to expand our business, economic downturns or unstable market conditions in any of those countries could also result in our investments not yielding the returns we anticipate.

If our access to quality advertising inventory is diminished or fails to expand, our revenue could decline and our growth could be impeded.

We must maintain a consistent supply of quality ad inventory that is attractive to our clients. Our success depends on our ability to secure quality inventory on reasonable terms across a broad range of advertising networks and exchanges and social media platforms, including CTV and other video, mobile, display and audio inventory. The amount, quality and cost of inventory available to us can change at any time, including as publishers and other inventory suppliers respond to changes in the legal and regulatory landscape. A few inventory suppliers hold a significant portion of the programmatic inventory either generally or concentrated in a particular channel, such as audio and social media. In addition, we compete with companies with which we have business relationships. For example, Google is one of our largest advertising inventory suppliers in addition to being one of our competitors. If Google or any other company with attractive advertising inventory limits our access to its advertising inventory, our business could be adversely affected. If our relationships with certain of our suppliers were to cease, or if the material terms of these relationships were to change unfavorably, our business would be negatively impacted. Our suppliers are generally not bound by long-term contracts. As a result, there is no guarantee that we will have access to a consistent supply of quality inventory on favorable terms or at all. If we are unable to compete favorably for advertising inventory available on real-time advertising exchanges, or if real-time advertising exchanges decide not to make their advertising inventory available to us, we may not be able to place advertisements or find alternative sources of inventory with comparable traffic patterns and consumer demographics in a timely manner. Furthermore, the inventory that we access through real-time advertising exchanges may be of low quality or misrepresented to us, despite attempts by us and our suppliers to prevent fraud and conduct quality assurance checks.

Inventory suppliers control the bidding process, rules and procedures for the inventory they supply. Additionally, suppliers and other third parties in the programmatic supply chain may extract more value than they add. As a result, supply chains in the market for programmatic ad buying may not always work in our favor or for the benefit of our clients and may have inefficiencies and lack transparency. Although we have in the past and continue to undertake efforts to improve supply chain efficiency and transparency, we may not be successful in such efforts. Given the importance of ensuring access to quality inventory for our advertisers, we launched our OpenPath offering in order to give clients a simplified, direct connection to publishers. We have been investing in this offering and plan to continue to grow the amount of OpenPath inventory and publishers available through our platform, but we cannot guarantee that this or future offerings will prove attractive to our clients or otherwise be successful.

As new types of inventory become available, we will need to expend significant resources to ensure we have access to such new inventory. For example, although television advertising is a large market, only a very small percentage

of it is currently purchased through digital advertising exchanges. We are investing heavily in our programmatic television offering, including by increasing our workforce and by adding new features, functions and integrations to our platform. If the CTV market does not continue to grow as we anticipate or we fail to successfully serve such market, our growth prospects could be harmed.

Our success depends on consistently adding valued inventory in a cost-effective manner. If we are unable to maintain a consistent supply of quality inventory for any reason, client retention and loyalty, and our financial condition and results of operations could be harmed.

The market in which we participate is intensely competitive, and we may not be able to compete successfully with our current or future competitors.

We operate in a highly competitive and rapidly changing industry. We expect competition to persist and intensify in the future, which could harm our ability to increase revenue and maintain profitability. New technologies and methods of buying advertising present a dynamic competitive challenge, as market participants develop and offer new products and services aimed at capturing advertising spend or disrupting the digital marketing landscape, such as analytics, automated media buying and exchanges. Additionally, the impact of AI on our industry is still emerging and uncertain. We have been developing and implementing AI and machine learning models in our platform for nearly a decade and plan to continue such efforts, but there can be no assurance that our implementation of AI initiatives will continue to enhance our platform and related offerings in the manner we expect. We expect our AI initiatives will require increased investment in infrastructure. To the extent we fail to adopt such technologies effectively or as intended, experience delays in integrating these technologies into our operations or our competitors successfully implement improved AI technologies into their products or services, our ability to compete effectively could be harmed and our growth prospects and results of operations could be adversely affected.

We may also face competition from new companies entering the market, including large established companies and companies that we do not yet know about or do not yet exist. If existing or new companies develop, market or resell competitive high-value products or services that result in additional competition for advertising spend or advertising inventory or if they acquire one of our existing competitors or form a strategic alliance with one of our competitors, our ability to compete effectively could be significantly compromised and our results of operations could be harmed.

Historically, some of our competitors have sought to differentiate themselves to prospective customers primarily on the basis of artificially low prices, which are enabled by inherent conflicts of interest and a lack of objectivity, and do not account for the overall value delivered to customers. Our future success depends upon our continued ability to distinguish our offerings from competitors based on the value we provide our clients, including superior price discovery with respect to advertising opportunities, without the conflicts of interest and lack of objectivity that come with also selling advertising inventory. Although we believe that we offer differentiated offerings with superior value, some customers may be price sensitive and there is no guarantee that new and existing customers will value our offerings as we intend. They may perceive other offerings as competitive purely on the basis of price and results that are self-reported by such competitors.

Furthermore, our current and potential competitors may have significantly more financial, technical, marketing, and other resources than we have, which may allow them to devote greater resources to the development, promotion, sale and support of their products and services. They may also have more extensive advertiser bases and broader publisher relationships than we have, rich first party data sets, may be better positioned to execute on advertising conducted over certain channels, such as social media, mobile, and video and in the case of “walled garden” inventory providers, may exclusively sell their own inventory directly to advertisers, which prevents us from competing with them entirely for such inventory. Some of our competitors may have a longer operating history and greater name recognition. As a result, these competitors may be better able to respond quickly to new technologies, develop superior solutions, develop deeper advertiser relationships or offer services at lower prices. Any of these developments would make it more difficult for us to sell our platform or related offerings and could result in increased pricing pressure, increased development, sales and marketing expense, or the loss of market share.

The market for programmatic buying for advertising campaigns is relatively new and evolving. If this market develops slower or differently than we expect, our business, growth prospects and financial condition could be adversely affected.

The substantial majority of our revenue has been derived from clients that programmatically purchase advertising through our platform. We expect that programmatic ad buying will continue to be our primary source of revenue for the

foreseeable future and that our revenue growth will largely depend on increasing spend on our platform and related offerings. The market for programmatic ad buying is a relatively new market, and our current and potential clients may not shift to programmatic ad buying from other buying methods as quickly as we expect, which would reduce our growth potential. If the market for programmatic ad buying deteriorates or develops more slowly than we expect, it could reduce demand for our platform, and our business, growth prospects and financial condition would be adversely affected.

In addition, our revenue may not necessarily grow at the same rate as spend on our platform. As the market for programmatic buying for advertising matures, growth in spend may outpace growth in our revenue due to a number of factors, including pricing competition, volume discounts and shifts in media, client and channel mix, and the composition of offerings provided to our clients. A significant change in revenue as a percentage of spend could reflect an adverse change in our business and growth prospects. In addition, any such fluctuations, even if they reflect our strategic decisions, could cause our performance to fall below the expectations of securities analysts and investors, and adversely affect the price of our common stock.

If we fail to innovate or make the right investment decisions in our platform and related offerings, we may fail to attract and retain advertisers and advertising agencies and our revenue and results of operations may decline.

Our industry is subject to rapid and frequent changes in technology and laws governing our activities, evolving client needs and expectations and the frequent introduction by our competitors of new and enhanced offerings. If new or existing competitors have more attractive offerings, we may lose clients or clients may decrease their use of our platform. New client demands, superior competitive offerings or new industry standards could require us to make unanticipated and costly changes to our platform or business model. We must constantly make investment decisions regarding new and existing offerings and technology to meet client demand and evolving industry and legal standards. We may make bad decisions regarding these investments, and our efforts to introduce new or upgraded platform features or related offerings, including, for example, those related to third-party data marketplace features, may not function as intended or result in the improvements we expect. Furthermore, even if we believe that our investments improve or supplement our platform and related offerings, such as updates to our various platform features and user interface, they may nevertheless fail to meet new or existing client expectations or preferences, which could result in decreased client adoption or use of our platform and related offerings.

In addition, as we introduce new offerings and further develop existing ones, including in both cases those that increasingly incorporate or utilize AI and machine learning or the processing of personal information, including identifiable information, they may raise new, or heighten existing, technological, security, legal, commercial and other risks and challenges, which may cause unintended consequences, and they may not function properly or may be misused by our clients. If we fail to adapt to our rapidly changing industry or to evolving client needs or expectations, or we provide new or updated offerings that exacerbate technological, security, legal or other challenges, the reputation of and demand for our platform or related offerings could decrease and our business, financial condition and operations may be adversely affected. In addition to competitive, regulatory and marketplace uncertainties in the ecosystem, we also anticipate that evolution of the use of AI and machine learning in digital advertising may create challenges and further ecosystem uncertainty, which can be difficult to predict.

If unauthorized access is obtained to user, client or inventory and third-party provider data, or our platform or related offerings are compromised, our services may be disrupted or perceived as insecure, and as a result, we may lose existing clients or fail to attract new clients, and we may incur significant reputational harm and legal and financial liabilities.

We face various and evolving cybersecurity risks that threaten the confidentiality, integrity and availability of our systems and the data that we process. Our offerings involve the storage and transmission of significant amounts of data, including personal information from users, clients, and inventory and data providers, a large volume of which is hosted by third-party service providers. Our services and the data on our platform, related offerings and in our systems could be exposed to unauthorized access due to activities that breach or undermine security measures, including: negligence or malfeasance by internal or external actors; attempts by outside parties to fraudulently induce employees, clients or vendors to disclose information or data, including personal information; or errors or vulnerabilities in our systems, offerings or processes or in those of our service providers, clients, and vendors.

For example, from time to time, we experience cyberattacks of varying degrees and other attempts to obtain unauthorized access to our systems, including to employee mailboxes. We have dedicated and expect to continue to dedicate resources toward security protections that are designed to shield our systems and data from these activities, including worldwide incident response teams and dedicated resources to incident response processes. However, such measures cannot provide absolute security and could, among other issues, fail to be adequate or accurately assess the

incident severity, not proceed quickly enough, or fail to sufficiently remediate an incident. Further, we can expect that the deployment of techniques to circumvent our security measures may occur with more frequency and sophistication and may not be recognized until launched against a target, including through the use of AI. Accordingly, we may be unable to anticipate or detect these techniques or to implement adequate preventative measures.

Many of our employees now have a hybrid work schedule consisting of both in-person work and working from home. Although we have implemented work-from-home protocols and provide work-issued devices to employees, the actions of our employees while working from home may have a greater effect on the security of our systems, platform, related offerings and the data we process, including by increasing the risk of compromise to our systems, confidential information or data arising from employees' combined personal and private use of devices, accessing our systems or data using wireless networks that we do not control or the ability to transmit or store company-controlled data outside of our secured network.

A breach of our security, a flawed design, and/or our failure to respond sufficiently to a security incident could disrupt our services and result in theft, misuse, loss, corruption, or improper use or disclosure of our systems or data. This could result in government investigations, lawsuits (including class actions), enforcement actions and other legal and financial liability, and/or loss of confidence in the availability and security of our offerings, all of which could seriously harm our reputation and brand and impair our ability to attract and retain clients. As some of our offerings involve the receipt and processing of identifiable information, the risks associated with data, including risks related to a breach of our systems increases, and we could be subject to contractual breach and indemnification claims from other clients and partners and otherwise suffer damage to our reputation, brand, and business. We could also be required to notify regulators, clients or other third parties. Our platform may also receive data in aggregated or pseudonymized form, and if our systems are breached and such data or information is compromised, it could be damaging to our brand, reputation, and business. Cyberattacks could also compromise our own trade secrets and other confidential information and result in such information being disclosed to others and becoming less valuable, which could negatively affect our business. Although we maintain errors or omissions and cyber liability insurance, the costs related to an incident or other security threats or disruptions may not be fully insured or indemnified by other means and insurance and other safeguards might only partially reimburse us for our losses, if at all. We also cannot guarantee that applicable insurance will be available to us in the future on economically reasonable terms or at all.

Privacy and data protection laws to which we and our clients, inventory partners, and third-party data providers are subject may cause us to incur additional or unexpected costs, subject us to litigation, investigations or enforcement actions for alleged compliance failures, result in less demand for our offerings, or cause us to change our platform, related offerings or business model, which may have a material adverse effect on our business.

Information relating to individuals, households and their devices (commonly called "personal information" or "personal data") is regulated under a wide variety of local, state, national and international laws and regulations that apply to its collection, use, retention, protection, disclosure, transfer (including across national boundaries) and other processing. We typically collect and store IP addresses and other device identifiers (such as unique cookie identifiers and mobile advertising identifiers), which are or may be considered personal data or personal information in many jurisdictions or otherwise subject to regulation. In connection with certain of our offerings, including Unified ID 2.0, EUID and OpenPass, we receive information that directly identifies individuals, such as email addresses and phone numbers, both directly from consumers and from our clients or others. We deploy technical and security measures, internal policy controls, and contractual measures designed to limit how such identifying information is used and shared. Nevertheless, we cannot guarantee any such measures or controls will be effective and handling identifying information increases our exposure under privacy and data protection laws. Some of our offerings, including those that entail some use of directly identifying information, may also increase our exposure to potential claims by plaintiffs' attorneys, including by attempting to apply various legal theories – such as alleging violations of wiretapping statutes – to certain of our activities.

The global regulatory landscape regarding the privacy and protection of personal information is evolving, and U.S. (state, federal and local) and foreign governments continue to consider and enact additional legislation and rulemaking related to privacy and data protection, often with a particular focus on intermediaries in the online advertising ecosystem, including those that engage in targeted advertising, "sell" or "share" personal data, and act as "data brokers." While a significant volume of laws has already been enacted, we expect to see additional data protection legislation and regulation in this area for the foreseeable future. For example, the FTC uses its enforcement powers under Section 5 of the Federal Trade Commission Act (the "FTC Act") (which prohibits "unfair" and "deceptive" trade practices) to investigate companies engaging in online tracking. In the preceding few years, the FTC has been very active in bringing enforcement actions against companies that handle personal data it views as sensitive for advertising purposes, including location data

brokers and companies that process health-related data. The FTC could continue to build on this trend under its authority to enforce a relatively new federal law focused on disclosures of certain "sensitive" information by companies operating as data brokers to certain restricted countries or entities "controlled" by such countries, and the Department of Justice could act on authority granted under an executive order restricting similar practices, for which regulations and guidance have recently taken effect. Other companies in the advertising technology space have been subject to government investigation by regulatory bodies; advocacy organizations have also filed complaints with data protection authorities against advertising technology companies, arguing that certain of these companies' practices do not comply with data privacy laws, or consumer protection laws such as the FTC Act. As noted above, plaintiffs' attorneys are also increasingly pursuing claims against advertising technology companies related to their data collection, use and disclosure practices, as well as advertisers and publishers that rely on services provided by these companies. For example, in March 2025, suits alleging various privacy tort theories were filed against us in the Northern District of California. For additional information regarding the pending legal proceedings, refer to *Note 13—Commitments and Contingencies—Litigation*. We cannot avoid the possibility that one of these investigations or enforcement actions will require us to alter our practices. In addition, a potential federal omnibus privacy law remains a possibility. If ultimately passed, such a law would likely substantially impact the online advertising ecosystem.

State lawmakers are also actively addressing consumer data privacy issues. Many states have adopted omnibus consumer privacy laws. These state laws define "personal information" broadly enough to include many online identifiers provided by individuals' devices, applications, and protocols (such as IP addresses, mobile advertising identifiers and unique cookie identifiers), individuals' location data, and hashed versions of email addresses and phone numbers. These laws generally require covered businesses to meet numerous data privacy-related obligations and establish data privacy rights for consumers in such states (including rights to opt out of certain processing of their personal data and to request correction, deletion of and access to personal data), imposing special rules on the collection of personal data from minors, precise location data and other personal data deemed "sensitive" under the laws, and creating new notice and consent obligations. Many also impose data minimization requirements, mandating that companies only collect and process data for certain purposes. In a recent enforcement action, the California Attorney General employed these data minimization standards to attack advertising-related disclosures by a publisher of health-related information. Perhaps most significant for the advertising industry, however, these laws require businesses that engage in certain advertising uses of personal data to offer and honor an opt-out of such activities. (Terminology varies slightly among some of the state laws, tying the opt-out requirement to "targeted advertising," "sales" or "sharing" of personal data.)

Increasingly, state laws require companies like ours to honor opt outs expressed through device-based preference signals, such as the Global Privacy Control ("GPC"), which enable consumers to opt out of relevant activities by all data controllers at once rather than individually. California and other state regulators announced an enforcement sweep focused on how companies honor these signals and California recently enacted a law that will require all browser manufacturers to support the sending of these signals. The proliferation of these laws, including the obligation to honor device-based preference signals and the greater volume of such signals that is likely to result from California's law, could result in lower availability of data within our platform, our related offerings and the advertising ecosystem more broadly, all of which could result in our platform and related offerings being less valuable to our clients and harm to our business.

These laws and their implementing regulations have and will likely also increase compliance costs and obligations on us, our clients, and other companies in the advertising industry. Although we have attempted to mitigate certain risks posed by these laws through contractual, platform and offering changes, we cannot predict with certainty the effect of these laws and their implementing regulations, some of which are not yet finalized, on our business, nor the share of consumers who will carry out their opt-out and other rights and how these actions will impact us, our clients, inventory sources, and our industry. Further, enforcement activity under such laws already in effect, particularly in California, reflects an ongoing focus on online advertising activities and signals regulators' willingness to pursue in-depth investigations and impose substantial penalties on entities allegedly operating in violation of the statute. Thus, we expect that continuing to maintain compliance with states' varying legal requirements, including monitoring and adjusting to new regulations and interpretations that emerge through enforcement actions, will require significant time, resources, and expense, as will the effort to monitor whether additional changes to our business practices and our backend configuration are needed, all of which may increase operating costs, or limit our ability to operate or expand our business.

In addition to these broad-based consumer privacy laws, lawmakers and regulators continue to focus on activities that involve use of categories of personal data perceived as especially sensitive, such as health data and children's data. For example, the FTC finalized an update to rules adopted pursuant to the Children Online Privacy Protection Act, modifying some requirements relating to the use of children's data for targeted advertising and several states have enacted laws that would substantially impact activities that involve showing targeted advertisements to individuals under 18 years of age

through a variety of new restrictions, or in some cases prohibit it altogether. Further, several states have enacted laws, updated existing laws or have introduced bills to impose new privacy obligations related to health-related personal information beyond that governed by federal and state laws governing medical records and similar information, such as HIPAA. For example, Washington's My Health, My Data Act ("MHMD") introduced a host of requirements related to a very broadly-defined notion of consumer health data that impacts the advertising industry in part because MHMD is subject to a private right of action (unlike most other state privacy laws), so plaintiffs' attorneys could explore claims that stretch the bounds of the law's text. A somewhat similar law enacted in Virginia is also backed by a private right of action. These laws and the heightened scrutiny associated with the enforcement of such laws may, in turn, ultimately lead to increased compliance and defense costs, and more obligations on us, our clients and other companies in the advertising industry.

Laws governing the processing of personal data in Europe (including the U.K. and EEA) also continue to impact us and to evolve. For example, the GDPR defines "personal data" broadly and enhances data protection obligations for controllers of such data and for service providers processing the data. It also provides certain rights, such as access and deletion, to the individuals about whom the personal data relates. IAB Europe previously collaborated with the digital advertising industry to create a user-facing framework (the Transparency and Control Framework, or "TCF") for establishing and managing legal bases under the GDPR and other U.K. and EU privacy laws, including the ePrivacy Directive. Although the TCF is actively in use, its viability as a compliance mechanism remains under review by European authorities and we cannot predict its effectiveness over the long term. Because we are under the supervision of relevant data protection authorities in both the EEA and the U.K., we may be fined under both the EU GDPR and the UK GDPR for the same breach, with penalties up to the greater of €20 million/BP 17.5 million or 4% of total worldwide annual turnover. In addition to fines, breach of the GDPR can also result in regulatory investigations, enforcement notices, reputational harm and civil claims. Continuing to maintain compliance with the requirements of the GDPR, including monitoring and adjusting to rulings and interpretations that affect our approach to compliance, requires significant time, resources and expense, as will the effort to monitor whether additional changes to our business practices and our backend configuration are needed, all of which may increase operating costs, or limit our ability to operate or expand our business.

Data residency and cross-border transfer restrictions also impact our operations. For the transfer of personal data from Europe to the U.S., we rely upon, and are certified under, the EU-U.S. and Swiss-U.S. Data Privacy Frameworks ("DPF") and the U.K. extension to the EU-U.S. DPF. In relation to such cross border transfers of personal information, we expect the existing legal complexity and uncertainty regarding international personal information transfers to continue. As the regulatory guidance and enforcement landscape in relation to data transfers continue to develop, we could suffer additional costs, complaints or regulatory investigations or fines; we may have to stop using certain tools and vendors and make other operational changes; we may have to implement alternative data transfer mechanisms under the GDPR or take additional compliance and operational measures, such as establishing systems to maintain certain data in the EEA, potentially involving substantial expense and causing us to divert resources from other aspects of our operations, all of which may adversely affect our business. Other jurisdictions have adopted or are considering cross-border or data residency restrictions, which could reduce the amount of data we can collect or process and, as a result, significantly impact our business.

Further, our legal risk depends in part on our clients' or other third parties' adherence to data privacy laws and regulations and their use of our services in ways consistent with end user expectations. There can be no assurances that the privacy and security-related measures and safeguards we have put into place in relation to these third parties will be effective to protect us and/or the relevant personal information from the risks associated with the third-party processing of such data. We rely on representations made to us by clients, partners and providers that they will comply with all applicable laws, including all relevant data privacy and data protection regulations. Although we make reasonable efforts to enforce such representations and contractual requirements, we do not fully audit our clients' compliance with our recommended disclosures nor can we be certain that our clients, partners and providers will adhere to data privacy laws and regulations. If our clients, partners or providers fail to adhere to our expectations or contracts in this regard, we and our clients could be subject to adverse publicity, damages and related possible investigation or other regulatory activity.

Adapting our business to enhanced and evolving privacy obligations across relevant jurisdictions could continue to involve substantial expense and may cause us to divert resources from other aspects of our operations, all of which may adversely affect our business. Additionally, as the advertising industry evolves, and new ways of collecting, combining and using data are created, governments may enact legislation and plaintiffs may explore novel legal theories that could result in us deciding to re-design features or functions of our platform and related offerings, therefore incurring unexpected compliance costs. Further, adaptation of the digital advertising marketplace requires increasingly significant collaboration between participants in the market, such as publishers and advertisers. Failure of the industry to adapt to changes required

for operating under existing and future data privacy laws, industry approaches that disfavor our platform and related offerings, and user response to such changes could negatively impact inventory, data, and demand. We cannot control or predict the pace or effectiveness of such adaptation, and we cannot currently predict the impact such changes may have on our business.

In addition to laws regulating the processing of personal data, we, our advertisers, and publishers are also subject to regulation with respect to political advertising activities, which are governed by various federal and state laws in the United States, and national and provincial laws worldwide. Online political advertising laws are rapidly evolving and, in certain jurisdictions, impose varying substantive transparency and disclosure requirements on advertisers, publishers, and/or others in the ecosystem. Concerns about political advertising or other advertising in areas deemed sensitive, whether or not valid and whether or not driven by applicable laws and regulations, industry standards, client or inventory provider expectations, or public perception, may harm our reputation, result in loss of goodwill, and inhibit use of our platform by current and future clients.

We deploy technical and organizational measures, internal policy controls, and contractual measures to limit how identifying information is used and shared and to help honor consumer choices. Nevertheless, we cannot guarantee any such measures or controls will be effective and handling identifying information increases our exposure under privacy and data protection laws. These laws and other obligations may be interpreted and applied in a manner that is inconsistent with our existing data management practices or the features of our platform and related offerings. If so, in addition to the possibility of fines, lawsuits and other claims, we could be required to fundamentally change our business activities and practices or modify our offerings, which could have an adverse effect on our business. In addition, public perception regarding data protection and privacy are significant in the programmatic advertising buying industry. Concerns about industry practices regarding the collection, use, and disclosure of personal data, whether or not valid and whether driven by applicable laws and regulations, industry standards, client or inventory provider expectations, or the broader public, may harm our reputation, result in loss of goodwill, and inhibit use of our platform or related offerings by current and future clients. For example, perception that our practices involve an invasion of privacy or are designed with insufficient protections, whether or not such practices are consistent with current or future laws, regulations, or industry practices, may subject us to public criticism, additional private class actions, reputational harm, or claims by regulators, which could disrupt our business and expose us to increased liability. We may be unable to make changes and modifications to our business and offerings in a commercially reasonable manner or at all, and our ability to develop new offerings or certain features could be limited. All of this could impair our or our clients' ability to collect, use, or disclose information relating to consumers, which could decrease demand for our platform and related offerings, increase our costs, and impair our ability to maintain and grow our client base and increase our revenue.

Third parties control our access to unique identifiers, and if the use of "third-party cookies" or other technology to uniquely identify devices or users is rejected by Internet users, restricted or otherwise subject to unfavorable regulation, blocked or limited by preference signals, technical changes on end users' devices and web browsers, or our clients' ability to use data, including on our platform or related offerings is otherwise restricted, our performance may decline, and we may lose advertisers and revenue.

Our ability to successfully leverage user data and generate revenue from opportunities to serve advertisements could be impacted by restrictions imposed by laws or by third parties, including restrictions on our ability to use or read cookies, device identifiers, or other tracking features or our ability to use real-time bidding networks or other bidding networks. For example, if publishers or supply-side platforms decide to limit the data that we receive in order to comply (in their view) with state privacy laws, a potential federal privacy law or in response to other legal or industry developments, then our service may prove to be less valuable to our clients and we may find it more difficult to generate revenue. That is, if third parties on which we rely for data or opportunities to serve advertisements impose limitations (for whatever reason) or are restricted by other ecosystem participants or applicable regulations, then we may lose the ability to access data, bid on opportunities or purchase digital ad space, which could have a substantial impact on our revenue.

Digital advertising mostly relies on the ability to uniquely identify devices or users across websites and applications, and to collect data about user interactions for purposes such as serving relevant ads and measuring the effectiveness of ads. Devices are identified through unique identifiers stored in cookies (and similar technologies), provided by device operating systems for advertising purposes, or are generated based on statistical algorithms applied to information about a device, such as the IP address and device type. We use device and other identifiers to record information such as when an Internet user views an ad, clicks on an ad, or visits one of our advertiser's websites or applications. We also use device and other identifiers to help us achieve our advertisers' campaign goals, including to limit the instances that an Internet user sees the same advertisement, report information to our advertisers regarding the

performance of their advertising campaigns, and detect and prevent malicious behavior and invalid traffic throughout our network of inventory. We also use data associated with device and other identifiers to help our clients decide whether to bid on, and how to price, an opportunity to place an advertisement in a specific location, at a given time, in front of a particular Internet user. Additionally, our clients rely on device and other identifiers to add information they have collected or acquired about users into our platform. Without such data, our clients may not have sufficient insight into an Internet user's activity, which may compromise their and our ability to determine which inventory to purchase for a specific campaign and may undermine the effectiveness of our platform or our ability to improve our platform and remain competitive.

Today, digital advertising, including our platform, makes significant use of cookies to store device identifiers for the advertising activities described above. When we use cookies, they are generally considered third-party cookies, which are cookies owned and used by parties other than the owners of the website visited by the Internet user. The most commonly used Internet browsers—Chrome, Safari, Internet Explorer and Firefox —allow Internet users to modify their browser settings to prevent some or all cookies from being accepted by their browsers. Internet users can delete cookies from their computers at any time. Additionally, some browsers currently, or may in the future, block or limit some third-party cookies by default or may implement user control settings that algorithmically block or limit some cookies. Today, three major web browsers—Apple's Safari, Mozilla's Firefox and Microsoft's Edge—block third-party cookies by default. Google's web browser, Chrome, has introduced, and is likely to continue to introduce, controls over third-party cookies. However, on April 22, 2025, Google announced that it would maintain its current approach to offering users third-party cookie choice in Chrome (thus, presumably, ending its efforts to deprecate third-party cookies in Chrome), and will not be rolling out a new standalone prompt for third-party cookies in Chrome. Finally, other participants in the real-time bidding ecosystem could decline to provide certain identifiers or introduce user settings that reduce the number of identifiers provided to us that help us to optimize supply paths, target audiences and measure outcomes. Although we believe our platform is well-positioned to adapt to browsers' blocking or limitation of some cookies, particularly with our Unified ID 2.0 offering, the impact of such changes — and broader scrutiny on the advertising technology ecosystem — remains uncertain and could be more disruptive than we anticipate, including to the display advertising ecosystem in particular, where such changes could adversely impact our growth in that channel.

Some Internet users also download free or paid ad-blocking software that not only prevents third-party cookies from being stored on a user's computer, but also blocks all interaction with a third-party ad server. In addition, Google has introduced ad-blocking software in its Chrome web browser that will block certain ads based on quality standards established under a multi-stakeholder coalition. If such a feature inadvertently or mistakenly blocks ads that are not within the established blocking standards, or if such capabilities become widely adopted and the advertising technology industry does not collaboratively develop alternative technologies, our business could be harmed. The Interactive Advertising Bureau and Digital Advertising Alliance have also developed frameworks that allow users to opt out of the "sale" or use of their personal data for targeted advertising purposes under U.S. state privacy laws in ways that stop or severely limit the ability to show targeted ads. Because many state privacy laws require businesses to permit end users to opt out of processing their personal data for purposes of targeted advertising, including, in some states, through device-based preference signals, we expect that more opt-out solutions will become available that may ultimately be used by end users, which may reduce our clients' use of our platform and related offerings, and our business, financial condition, and results of operations could be adversely affected.

Advertising shown on mobile applications can also be affected by blocking or restricting use of mobile device identifiers. Data regarding interactions between users and devices are tracked mostly through stable, pseudonymous advertising identifiers that are built into the device operating system with privacy controls that allow users to express a preference with respect to data collection for advertising, including to disable the identifier. These identifiers and privacy controls are defined by the developers of the platforms through which the applications are accessed and could be changed by the platforms in a way that may negatively impact our business. For example, Apple has shifted to require user opt-in before permitting access to Apple's unique advertising identifier, or IDFA, and Google has announced that it will eventually deprecate the mobile advertising identifier used on Android devices entirely. These changes have had, and will likely continue to have, a substantial impact on the mobile advertising ecosystem and could adversely impact our growth in this channel.

In addition, in the EU and UK, national laws derived from Directive 2002/58/EC (as amended by Directive 2009/136/EC), commonly referred to as the ePrivacy or Cookie Directive, provide that accessing information on an Internet user's computer, such as through a cookie and other similar technologies, is allowed only if the Internet user has been informed about such access and given his or her consent. Recent European court and regulator decisions are driving increased attention to cookies and similar tracking technologies. We may be required to, or otherwise may determine that it

is advisable to, make significant changes in our business operations and offerings to obtain user opt-in for cookies and use of cookie data, or develop or obtain additional tools and technologies to compensate for a lack of cookie data.

Increased transparency and scrutiny regarding the collection and use of data for digital advertising, introduced both through features in browsers and devices and regulatory requirements, such as the GDPR, U.S. state privacy laws and regulations, "Global Privacy Control" or similar opt-out signals and the ePrivacy Directive, as well as compliance with such requirements, may create operational burdens to implement and may lead more users to choose to block the collection and use of data about them. Adapting to these and similar changes has in the past and may in the future require significant time, resources and expense, which may increase our cost of operation or limit our ability to operate or expand our business.

We may experience fluctuations in our results of operations, which could make our future results of operations difficult to predict or cause our results of operations to fall below analysts' and investors' expectations.

Our quarterly and annual results of operations have fluctuated in the past and we expect our future results of operations to fluctuate due to a variety of factors, many of which are beyond our control. Fluctuations in our results of operations could cause our performance to fall below the expectations of analysts and investors, and adversely affect the price of our common stock. Because our business is changing and evolving rapidly, our historical results of operations may not be necessarily indicative of our future results of operations. Factors that may cause our results of operations to fluctuate include the following:

- changes in demand for programmatic advertising and for our platform, including those related to the seasonal nature of our clients' spend on digital advertising campaigns;
- changes to our pricing or to the availability of and pricing of competitive products and services;
- changes in the pricing, cost or availability of third-party supplier-provided components of value-added services and data, including pricing structure changes and the alignment of our pricing model with our data partners, and our ability to successfully implement and rollout such changes;
- changes in our platform or related offerings, their features or their underlying components and design, and the mix of offerings that are adopted by our clients;
- the addition or loss of advertising agencies and advertisers as clients and other changes in our client base;
- changes in advertising budget allocations, agency affiliations or marketing strategies;
- changes to our media, client or channel mix;
- changes and uncertainty in the regulatory environment for us, advertisers, inventory providers, or others in the advertising industry, and the effects of our efforts and those of our clients and partners to address changes and uncertainty in the regulatory environment;
- changes in the economic prospects of advertisers or the economy generally, which could alter advertisers' budgets or spend priorities, or could increase the time or costs required to complete advertising inventory sales;
- changes in the pricing and availability of advertising inventory, including through real-time advertising exchanges or in the cost of reaching end consumers through digital advertising;
- disruptions, outages, vulnerabilities or technological issues uncovered on our platform or related offerings;
- factors beyond our control, such as natural disasters, terrorism, war and public health crises;
- the introduction of new technologies or offerings by our competitors or others in the advertising marketplace;
- changes in our capital expenditures as we acquire the hardware, equipment and other assets required to support our business;
- timing differences between our payments for advertising inventory and our collection of related advertising revenue;
- the length and unpredictability of our sales cycle;
- costs related to acquisitions of businesses or technologies and development of new offerings;

- cost of employee recruiting and retention; and
- changes to the cost of infrastructure, including real estate and information technology.

Based upon the factors above and others beyond our control, we have a limited ability to forecast our future revenue, costs and expenses. If we fail to meet or exceed the operating results expectations of analysts and investors or if analysts and investors have estimates and forecasts of our future performance that are unrealistic or that we do not meet, the market price of our common stock could decline. In addition, if one or more of the analysts who cover us adversely change their recommendation regarding our stock, the market price of our common stock could decline. In the past, companies that have experienced volatility in the market price of their stock have been subject to securities litigation. We may be the target of this type of litigation in the future, which could result in substantial costs and divert our management's attention from other business concerns.

Our future success depends on the continuing efforts of our key employees, including Jeff T. Green, and our ability to attract, hire, retain and motivate highly skilled employees in the future.

Our future success depends on the continuing efforts of our executive officers and other key employees, including Jeff T. Green, our founder and Chief Executive Officer. We rely on the leadership, knowledge and experience that our executive officers provide. They foster our corporate culture, which has been instrumental to our ability to attract and retain new talent. We also rely on our ability to hire and retain qualified and motivated employees, particularly those employees in our product development, support and sales teams that attract and keep key clients.

The market for talent in many of our areas of operations, including California and New York, is intensely competitive, as technology companies like ours compete to attract the best talent. As a business-to-business company, we do not have the same level of name recognition among potential recruits as business-to-consumer companies. Additionally, we have less experience with recruiting and less name recognition in geographies outside of the United States and may face additional challenges in attracting and retaining international employees. In addition, many companies now offer a remote or hybrid work environment, which may increase the competition for employees from employers outside of our traditional office locations. As a result, we may incur increasingly significant costs to attract and retain employees, including significant expenditures related to salaries and benefits and compensation expenses related to equity awards, and we may lose new employees to our competitors or other companies before we realize the benefit of our investment in recruiting and training them.

Periods of significant change or transition, including leadership changes, organizational restructuring, or shifts in strategic priorities, can disrupt our operations and reduce efficiency. Such transitions may reduce continuity and create uncertainty that may delay decision-making and execution of key initiatives. In addition, these changes can affect our corporate culture, decrease employee morale, and lead to increased employee turnover, including among key personnel. Loss of institutional knowledge and challenges in attracting and retaining highly skilled talent may further hinder productivity and collaboration. None of our key employees have an employment agreement for a specific term, and all of our employees may terminate their employment with us at any time. If we are unable to manage these transitions or executive successions effectively, our business, financial condition and results of operations could be adversely affected.

Operational performance and internal control issues may adversely affect our business, financial condition and results of operations and subject us to liability.

Our platform and related offerings are complex and proprietary, and we rely on the expertise of members of our engineering, operations and software development teams for their continued performance. Operational, performance and internal control issues may arise due to a variety of factors, including infrastructure changes, introductions of new functionality, human or software errors and other internal and external variables. Such issues have caused errors, failures, design flaws, vulnerabilities and bugs in the past and may again in the future. We also rely on third-party technology and systems to perform properly, which are often used in connection with computing environments utilizing different operating systems, system management software, equipment and networking configurations, which may cause errors in, or failures of, our platform and related offerings or such other computing environments. Operational, performance and internal control issues with our platform and related offerings, which we may experience and have experienced in the past, could include the failure of our user interface, outages, errors, discrepancies in costs billed versus costs paid, unauthorized bidding, cessation of our ability to bid or deliver impressions, deletion of our reporting information, unanticipated volume overwhelming our databases, server failure or catastrophic events affecting one or more server farms.

Operational, performance, design, and internal control issues with our platform and related offerings, whether real or perceived, could also result in negative publicity, damage to our brand and reputation, government investigations, loss of clients, loss of data, loss of or delay in market acceptance or market share of our platform or related offerings, increased costs or loss of revenue, loss of the ability to access our platform or related offerings, loss of competitive position, claims by clients for losses sustained by them and loss of stockholder confidence in the accuracy and completeness of our financial reports. Alleviating problems resulting from such issues could require significant expenditures of capital and other resources and could cause interruptions, delays or the cessation of our business, any of which may adversely affect our business, financial condition and results of operations.

We may experience outages, disruptions and malfunctions on our platform and related offerings if we fail to maintain adequate security and supporting infrastructure and processes, which may harm our reputation and negatively impact our business, financial condition and results of operations.

As we expand our offerings, which in some instances involves ingesting more identifiable information, the consequences of potential security vulnerabilities become more significant for our business. We expect to continue to invest in technology and security services, equipment, and expertise, including engineers, data centers, network services and database technologies, as well as potentially increase our reliance on open source software. Without these improvements, our operations might suffer from security vulnerabilities or misuse, system disruptions, data loss, slow transaction processing, unreliable service levels, impaired quality or delays in reporting accurate information regarding transactions in our platform, any of which could negatively affect our financial condition, reputation and ability to attract and retain clients. In addition, the expansion and improvement of our systems and infrastructure may require us to commit substantial financial, operational and technical resources, with no assurance our business will increase. If we fail to respond to technological change or to adequately maintain, protect, expand, upgrade and develop our systems and infrastructure in a timely fashion, our growth prospects and results of operations could be adversely affected. The steps we take to increase the reliability, integrity and security of our platform and related offerings as they scale are expensive and complex, and our execution could result in operational failures and increased vulnerability to cyberattacks. Such cyberattacks could include denial-of-service attacks impacting service availability (including the ability to deliver ads) and reliability, tricking company employees into releasing control of their systems to a hacker, or the introduction of computer viruses or malware into our systems with a view to steal confidential or proprietary data. Cyberattacks of increasing sophistication may be difficult to detect and could result in the theft of our intellectual property and data, including personal information. We are also vulnerable to unintentional errors or malicious or improper actions by persons with authorized access to our systems that exceed the scope of their access rights, distribute data erroneously, or, unintentionally or intentionally, interfere with the intended operations and functioning of our platform and related offerings. Moreover, we could be adversely impacted by outages and disruptions in the online platforms of our inventory and data suppliers, such as real-time advertising exchanges. Misuse, vulnerabilities, outages and disruptions of our platform and related offerings, including due to cyberattacks, may require engagement with regulators or lead to legal actions, and may harm our reputation and negatively impact our business, financial condition and results of operations.

Our failure to meet standards and provide services that our advertisers and inventory suppliers trust, could harm our brand and reputation and those of our partners and negatively impact our business, financial condition and results of operations.

We do not provide or control the content of the advertisements that we serve or the content of the websites providing the inventory. Advertisers provide the advertising content and inventory suppliers provide the inventory. Both advertisers and inventory suppliers are concerned about being associated with content they consider inappropriate, competitive or inconsistent with their brands or illegal, and they are hesitant to spend money or make inventory available, respectively, without some guarantee of brand security. Consequently, our reputation depends in part on providing services that our advertisers and inventory suppliers trust, and we have contractual obligations to meet content and inventory standards. We contractually prohibit the misuse of our platform by our clients and inventory suppliers. Additionally, we use our proprietary technology and third-party services to, and we participate in industry co-ops that work to, detect malware and other content issues as well as click fraud (whether by humans or software known as “bots”) and to block fraudulent inventory, including “tool bar” inventory, which is inventory that appears within an application and displaces any advertising that would otherwise be displayed on the website. Despite such efforts, our clients may inadvertently purchase inventory that proves to be unacceptable for their campaigns, in which case we may not be able to recoup the amounts paid to inventory suppliers. Preventing and combating fraud is an industry-wide issue that requires constant vigilance, and we cannot guarantee that we will be successful in our efforts. Our clients could intentionally run campaigns that do not meet the standards of our inventory suppliers or attempt to use illegal or unethical targeting practices or seek to display advertising in jurisdictions that do not permit such advertising or in which the regulatory environment is uncertain, in which case our supply of ad inventory from such suppliers could be jeopardized. Some of our competitors undertake

human review of content, but because our platform is self-service, and because such means are cost-intensive, we do not utilize all means available to decrease these risks. We may provide access to inventory that is objectionable to our advertisers, serve advertising that contains malware, objectionable content, or is based on questionable targeting criteria to our inventory suppliers, or be unable to detect and prevent non-human traffic, any one of which could harm our or our clients' brand and reputation, decrease their trust in our platform, and negatively impact our business, financial condition and results of operations.

Evolving industry standards regarding impression counts and related disputes and customer collections could impact our business and reputation.

In 2025, the global digital advertising ecosystem saw a large increase in supply (ad impression opportunities). Supply growth has meaningfully outpaced demand growth. Overall, we believe this is a positive development for us. This continues to shift the balance of power to the buy-side and the objectivity of our position (by not owning media) is more valuable in this strengthening buyer's market.

While we believe this is more positive than negative, the distress put on the sell-side caused by increased supply has in cases lowered costs per impressions ("CPMs") for sellers and publishers and has in some cases (especially for non-premium sellers and publishers) also lowered their fill-rates in addition to CPMs charged. It has also lowered the transparency of some sellers when sending meta-data about individual ad opportunities. This stress on the system poses an incremental risk to all market participants, including us.

As a result of this risk, we have developed and introduced new market-leading products, offerings and incremental efforts to improve the quality of auctions, measurement, counting and reporting (which includes further innovation and industry adoption of our products, including but not limited to OpenPath, OpenAds, OpenSincera, PubDesk and new forms of cost reporting) to continually exceed industry standards. These efforts are intended to help us reduce and manage the expense and risks associated with external reporting dependencies, counting discrepancies, counting disputes, supply chain inefficiencies, and collection risk regarding publishers, sellers, and resellers (our sources of media inventory). In parallel, we are making greater efforts to improve auctions, counting and measurement methodologies. If we do not effectively manage the expense and risks associated with external reporting dependencies, counting discrepancies, counting disputes, supply chain inefficiencies, auction modifications and collection risk, then we and our customers may be harmed, and our business and reputation will be negatively impacted.

Advertising technology industry self-regulation may lead to investigation by government or self-regulatory bodies, government or private litigation, and operational costs or harm to reputation or brand.

In addition to laws, the online advertising ecosystem is subject to best practices and self-regulatory standards, such as those promulgated by the Network Advertising Initiative and the Digital Advertising Alliance, and similar organizations in Europe and Canada. If we or our clients or partners make mistakes in the implementation of these principles, if self-regulatory bodies expand these guidelines, if government authorities issue different guidelines regarding targeted advertising, if litigation results in changes to industry practices, if opt out mechanisms fail to work as designed, or if Internet users misunderstand our technology or our commitments with respect to these principles, we could be subject to negative publicity, government investigation, government or private litigation or investigation by self-regulatory bodies or other accountability groups. Any such action against us, or investigations, even if meritless, could be costly and time consuming, require us to change our business practices, cause us to divert management's attention and our resources and be damaging to our brand, reputation and business. In addition, privacy advocates, plaintiffs' attorneys and industry groups may advance new and different standards that either legally or contractually apply to us. We cannot yet determine the impact such future standards may have on our business.

Seasonal fluctuations in advertising activity could have a negative impact on our revenue, cash flow and results of operations.

Our revenue, cash flow, results of operations and other key operating and performance metrics may vary from quarter to quarter due to the seasonal nature of our clients' spend on advertising campaigns. For example, clients tend to devote more of their advertising budgets to the fourth calendar quarter to coincide with consumer holiday spending. Moreover, advertising inventory in the fourth quarter may be more expensive due to increased demand for it. Political advertising could also cause our revenue to increase during election cycles and decrease during other periods. Our historical revenue growth has lessened the impact of seasonality; however, seasonality could have a more significant

impact on our revenue, cash flow and results of operations from period to period if our growth rate declines, if seasonal spend becomes more pronounced, or if seasonality otherwise differs from our expectations.

If we fail to offer sufficient client training and support, our business and reputation would suffer.

Because we offer a self-service platform with many proprietary and complex tools and functionalities, client training and support is important for the successful marketing and full utilization of our platform and for maintaining and increasing spend through our platform from existing and new clients. Providing this training and support requires that our platform operations personnel have specific domain knowledge and expertise along with the ability to train others, which makes it more difficult for us to hire qualified personnel and to scale up our support operations due to the extensive training required. The importance of high-quality client service will increase as we expand our business and pursue new clients. If we are not responsive and proactive regarding our clients' advertising needs, or do not provide effective support for our clients' advertising campaigns, our ability to retain our existing clients would suffer and our reputation with existing or potential clients would be harmed, which would negatively impact our business.

Failure to manage our growth effectively could cause our business to suffer and have an adverse effect on our financial condition and results of operations.

We have experienced and continue to experience significant growth in a short period of time. To manage our growth effectively, we must continually evaluate and evolve our organization. We must also manage our employees, operations, finances, technology and development and capital investments efficiently. Our efficiency, productivity and the quality of our platform and client service may be adversely impacted if we do not train our new personnel, particularly our sales and support personnel, quickly and effectively, or if we fail to appropriately coordinate across our organization. Additionally, our rapid growth may place a strain on our resources, infrastructure and ability to maintain the quality of our platform and related offerings. Our revenue growth and levels of profitability in recent periods should not be considered as indicative of future performance. In future periods, our revenue or profitability could decline or grow more slowly than we expect. Failure to manage our growth effectively could cause our business to suffer and have an adverse effect on our financial condition and results of operations.

If we do not effectively grow and train our sales and client service teams, we may be unable to add new clients or increase sales to our existing clients and our business will be adversely affected.

We are substantially dependent on our sales and client service teams to obtain new clients and to increase spend by our existing clients. We believe that there is significant competition for sales personnel with the skills and technical knowledge that we require. Our ability to achieve revenue growth will depend, in large part, on our success in recruiting, hiring, training, integrating and retaining sufficient numbers of sales personnel to support our growth in the United States and internationally. Due to the complexity of our platform, new hires require significant training, and it may take significant time before they achieve full productivity. Our account managers, for instance, need to be trained quickly on the features of our platform since failure to offer high-quality support may adversely affect our relationships with our clients. Our recent and planned hires may not become productive as quickly as we expect, and we may be unable to hire or retain sufficient numbers of qualified individuals in the markets where we do business or plan to do business. If we are unable to hire and train sufficient numbers of effective sales personnel, or the sales personnel are not successful in obtaining new clients or increasing our existing clients' spend with us, our business will be adversely affected.

As our costs increase, we may not be able to generate sufficient revenue to sustain profitability.

We have expended significant resources to grow our business in recent years by improving and expanding our offerings, increasing our number of employees and growing internationally. Supporting our continued growth may require substantial financial and other resources to, among other things:

- develop our platform and related offerings, including by investing in our engineering team, creating, acquiring or licensing new offerings or certain features, and improving the availability and security of our platform and related offerings;
- continue to expand internationally by growing our sales force and client services team in an effort to increase our client base and spend through our platform, and by adding inventory and data from countries our clients are seeking;

- improve our technology, including investing in internal technology development and acquiring outside technologies and investing in hosting infrastructure in an environment where a shortage of hosting capacity and hardware components is causing costs to increase;
- expand our platform's reach in new and growing channels such as CTV, including expanding the supply of CTV inventory;
- cover general and administrative expenses, including legal, accounting and other expenses necessary to support a larger organization;
- cover sales and marketing expenses, including a significant expansion of our direct sales organization;
- cover expenses relating to data collection and use and consumer privacy compliance, including additional infrastructure, certain features, security, automation and personnel; and
- explore strategic acquisitions.

Investing in the foregoing, however, may not yield anticipated returns. Consequently, as our costs increase, we may not be able to generate sufficient revenue to sustain profitability.

We often have long sales cycles, which can result in significant time between initial contact with a prospect and execution of a client agreement, making it difficult to project when, if at all, we will obtain new clients and when we will generate revenue from those clients.

Our sales cycle for our platform and related offerings, from initial contact to contract execution and implementation, can take significant time. Our sales efforts involve educating our clients about the use, technical capabilities and benefits of our platform and related offerings. Some of our clients undertake an evaluation process that frequently involves not only our platform but also the offerings of our competitors. As a result, it is difficult to predict when we will obtain new clients and begin generating revenue from these new clients. Even if our sales efforts result in obtaining a new client, under our usage-based pricing model, the client controls when and to what extent it uses our platform. As a result, we may not be able to add clients or generate revenue as quickly as we may expect, which could harm our revenue growth rates.

We are subject to payment-related risks that may adversely affect our business, working capital, financial condition and results of operations, including from advertising agencies that do not pay us until they receive payment from their advertisers and from clients that dispute or do not pay their invoices.

Spend on our platform primarily comes through our agency clients. Many of our contracts with advertising agencies provide that if the advertiser does not pay the agency, the agency is not liable to us, and we must seek payment solely from the advertiser, a type of arrangement called sequential liability. Contracting with these agencies, which in some cases have or may develop higher-risk credit profiles, may subject us to greater credit risk than if we were to contract directly with advertisers. This credit risk may vary depending on the nature of an advertising agency's aggregated advertiser base. In addition, typically, we are contractually required to pay advertising inventory and data suppliers within a negotiated period of time, regardless of whether our clients pay us on time, or at all. In addition, we typically experience slow payment cycles by advertising agencies as is common in our industry. While we attempt to negotiate long payment periods with our suppliers and shorter periods from our clients, we are not always successful. As a result, we generally pay our accounts payable on shorter cycles than we collect on our accounts receivables, requiring us to remit payments from our own funds, and accept the risk of credit loss.

This collections and payments cycle may increasingly consume working capital if we continue to be successful in growing our business. If we are unable to borrow on commercially acceptable terms, our working capital availability could be reduced, and as a consequence, our financial condition and results of operations would be adversely impacted.

We may also be involved in disputes with clients, and in the case of agencies, their advertisers, over the operation of our platform, the terms of our agreements or our billings for purchases made by them through our platform. If we are unable to resolve disputes with our clients, we may lose clients or clients may decrease their use of our platform and our financial performance and growth may be adversely affected. If we are unable to collect or make adjustments to bills to clients, we could incur write-offs for credit loss or reductions to revenue, respectively, which could harm our results of operations. In the future, credit loss may exceed reserves for such contingencies and our credit loss exposure may increase over time. Any increase in write-offs for credit loss could harm our business, financial condition and results of operations. Even if we are not paid by our clients on time or at all, we are still obligated to pay suppliers for the cost of advertising

inventory, value-added services and data that clients purchase on our platform, and as a consequence, our business, financial condition and results of operations would be adversely impacted.

If the non-proprietary technology, software, products and services that we use are unavailable, have future terms we cannot agree to, or do not perform as we expect, our business, financial condition and results of operations could be harmed.

We depend on various technology, software, products and services from third parties or available as open source, including data centers and API technology, payment processing, payroll and other technology and professional services, some of which are critical to the features and functionality of our platform. For example, in order for clients to target ads in ways they desire and otherwise optimize and verify campaigns, our platform must have access to data regarding Internet user behavior and reports with demographic information regarding Internet users. Identifying, negotiating, complying with and integrating with third-party terms and technology are complex, costly and time-consuming matters. Failure by third-party providers to maintain, support or secure their technology either generally or for our accounts specifically, or downtime, errors or defects in their products or services, could adversely impact our platform, our administrative obligations or other areas of our business. Having to replace any third-party providers or their technology, products or services could result in outages or difficulties in our ability to provide our services. If we are unsuccessful in establishing or maintaining our relationships with our third-party providers or otherwise need to replace them, internal resources may need to be diverted and our business, financial condition and results of operations could be harmed.

Disruptions to service from our third-party data center hosting facilities and cloud computing and hosting providers could impair the delivery of our services and harm our business.

A significant portion of our business relies upon hardware and services that are hosted, managed and controlled by third-party co-location providers for our data centers, and we are dependent on these third parties to provide continuous power, cooling, Internet connectivity and physical and technological security for our servers. In the event that these third-party providers experience any interruption in operations or cease business for any reason, or if we are unable to agree on satisfactory terms for continued hosting relationships, we would be forced to enter into a relationship with other service providers or assume some hosting responsibilities ourselves. Even a disruption as brief as a few minutes could have a negative impact on marketplace activities and could result in a loss of revenue. These facilities may be located in areas prone to natural disasters and may experience catastrophic events such as earthquakes, fires, floods, power loss, telecommunications failures, public health crises and similar events. They may also be subject to break-ins, sabotage, intentional acts of vandalism, cyberattacks and similar misconduct. Although we have made certain disaster recovery and business continuity arrangements, such events could cause damage to, or failure of, our systems generally, or those of the third-party cloud computing and hosting providers, which could result in disruptions to our service.

We face potential liability and harm to our business based on the human factor of inputting information into our platform.

Campaigns are set up using several variables available to our clients on our platform. While our platform includes several checks and balances, it is possible for human error to result in significant overspending. The system requires a daily cap at the ad group level. We also provide for the client to input daily and overall caps at the advertising inventory campaign level at their discretion. Additionally, we set a credit limit for each user so that they cannot spend beyond the level of credit risk we are willing to accept. Despite these protections, the ability for overspend exists. For example, campaigns which last for a period of time can be set to pace evenly or as quickly as possible. If a client with a high credit limit enters the wrong daily cap with a campaign set to a rapid pace, it is possible for a campaign to accidentally go significantly over budget. While our client contracts state that clients are responsible for media purchased through our platform, we are ultimately responsible for paying the inventory providers, and we may be unable to collect from clients facing such issues, in which case our results of operations would be harmed.

We have international operations and plan to continue expanding abroad where we have more limited operating experience, which may subject us to additional cost and economic risks that can adversely affect our business, financial condition and results of operations.

Our international operations and expansion plans create challenges associated with supporting a rapidly growing business across a multitude of cultures, customs, monetary, legal and regulatory systems and commercial infrastructures. We have a limited operating history outside of the United States, and our ability to manage and expand our business and conduct our operations internationally requires considerable attention and resources.

We have personnel in countries within North America, Central America, Europe, Asia and Australia, and we are continuing to expand our international operations. Some of the countries into which we are, or potentially may, expand score unfavorably on the Corruption Perceptions Index ("CPI") of the Transparency International. Our teams in locations outside the United States are substantially smaller than some of our teams in the United States. To the extent we are unable to effectively engage with non-U.S. advertising agencies or international divisions of U.S. agencies due to our limited sales force capacity, or we are unable to secure quality non-U.S. ad inventory and data on reasonable terms due to our limited inventory and data team capacity, we may be unable to effectively grow in international markets.

Our international operations and expansion subject us to a variety of additional risks, including:

- risks related to local advertising markets, where adoption of programmatic ad buying may be slower than in the United States, advertising buyers and inventory and data providers may be less familiar with demand-side platforms and our brand, and business models may not support our value proposition;
- exposure to public health issues and to travel restrictions and other measures undertaken by governments in response to such issues;
- risks related to compliance with local laws and regulations, including those relating to privacy, cybersecurity, data security, antitrust, data localization, anti-bribery, import and export controls, economic sanctions (including to existing and potential partners and clients), tax and withholding (including overlapping of different tax regimes), and varied labor and employment laws (including those relating to termination of employees); corporate formation, partnership, restrictions on foreign ownership or investment and other regulatory limitations or obligations on our operations (such as obtaining requisite licenses or other governmental requirements); and the increased administrative costs and risks associated with such compliance;
- operational and execution risk, and other challenges caused by distance, language and cultural differences, which may burden management, increase travel, infrastructure and legal compliance costs, and add complexity to our enforcement of advertising standards across languages and countries;
- geopolitical and social factors, such as concerns regarding negative, unstable or changing economic conditions in the countries and regions where we operate, recessions, armed conflicts and wars, political instability and trade disputes;
- risks related to pricing structure, payment and currency, including aligning our pricing model and payment terms with local norms, higher levels of credit risk and payment fraud, difficulties in invoicing and collecting in foreign currencies and associated foreign currency exposure, and difficulties in repatriating or transferring funds from or converting currencies; and
- reduced protection for intellectual property rights in some countries and practical difficulties in enforcing contractual and intellectual property rights abroad.

We have a U.K. entity through which we have entered into international client and partner agreements, including with those in the EU, which are governed by English Law, and some of our clients and partners pay us in Euros, British Pounds and other foreign currencies.

We may incur significant operating expenses as a result of our international operations and expansion, and we may not be successful. Our international business also subjects us to the impact of differing regulatory requirements, costs and difficulties in managing a distributed workforce, and potentially adverse tax consequences in the United States and abroad. If our international activities were found to be in violation of any existing or future international laws or regulations or if interpretations of those laws and regulations were to change, our business in those countries could be subject to fines and other financial penalties, have licenses revoked, or be forced to restructure operations or shut down entirely. In addition, advertising markets outside of the United States are not as developed as those within the United States, and we may be unable to grow our business sufficiently. Any failure to successfully manage the risks and challenges related to our international operations could adversely affect our business, financial condition and results of operations.

We have entered into, and may in the future enter into, credit facilities which may contain operating and financial covenants that restrict our business and financing activities.

We have entered into, and may in the future enter into, credit facilities which contain restrictions that limit our flexibility in operating our business. Our credit facility contains, and any future credit facility may contain, various

covenants that limit our ability to engage in specified types of transactions. Subject to exceptions, these covenants limit our ability to, among other things:

- sell assets or make changes to the nature of our business;
- engage in mergers or acquisitions;
- incur, assume or permit additional indebtedness and guarantees;
- make restricted payments, including paying dividends on, repurchasing, redeeming or making distributions with respect to our capital stock;
- make specified investments;
- engage in transactions with our affiliates; and
- make payments in respect of subordinated debt.

Our obligations under our credit facility are collateralized by a pledge of substantially all of our assets, including accounts receivable, deposit accounts, intellectual property and investment property and equipment. The covenants in our credit facility may limit our ability to take actions and, in the event that we breach one or more covenants, our lenders may choose to declare an event of default and require that we immediately repay all amounts outstanding, terminate the commitment to extend further credit and foreclose on the collateral granted to them to collateralize such indebtedness, which includes our intellectual property. In addition, if we fail to meet the required covenants, we will not have access to further draw-downs under our credit facility.

Our corporate culture has contributed to our success, and if we are unable to maintain it as we grow, our business, financial condition and results of operations could be harmed.

We have experienced and may continue to experience rapid expansion of our employee ranks. We believe our corporate culture has been a key element of our success. However, as our organization grows and expands globally, it may be difficult to maintain our culture, which could reduce our ability to innovate and operate effectively. The failure to maintain the key aspects of our culture as our organization grows could result in decreased employee satisfaction, increased difficulty in attracting top talent, increased turnover and could compromise the quality of our client service, all of which are important to our success and to the effective execution of our business strategy. In the event we are unable to maintain our corporate culture as we grow to scale, our business, financial condition and results of operations could be harmed.

Our proprietary rights may be difficult to enforce, which could enable others to copy or use aspects of our technology without compensating us, thereby eroding our competitive advantages and harming our business.

We rely upon a combination of trade secrets, third-party confidentiality and non-disclosure agreements, additional contractual restrictions on disclosure and use, and trademark, copyright, patent and other intellectual property laws to establish and protect our proprietary rights. These laws, procedures and restrictions provide only limited protection. We currently have “theTradeDesk” and variants and other marks registered as trademarks or pending registrations in the United States and certain foreign countries. We also rely on copyright laws to protect computer programs related to our platform and our proprietary technologies, although to date we have not registered for statutory copyright protection. We have registered numerous Internet domain names in the United States and certain foreign countries related to our business. We endeavor to enter into agreements with our employees and contractors in order to limit access to and disclosure of our proprietary information, as well as to clarify rights to intellectual property associated with our business. Protecting our intellectual property is a challenge, especially after our employees or our contractors end their relationship with us, and, in some cases, decide to work for our competitors. Our contracts with our employees and contractors that relate to intellectual property issues generally restrict the use of our confidential information solely in connection with our services, and strictly prohibit reverse engineering. However, reverse engineering our software or the theft or misuse of our proprietary information could occur by employees or other third parties who have access to our technology. Enforceability of the non-compete agreements that we have in place is not guaranteed, and contractual restrictions could be breached without discovery or adequate remedies. Historically, we have prioritized keeping our technology architecture, trade secrets and engineering roadmap private, and as a general matter, have not patented our proprietary technology. As a result, we cannot look to patent enforcement rights to protect much of our proprietary technology. Furthermore, our patent strategy is still in its early stages. We may not be able to obtain any further patents, and our pending applications may not result in the issuance of patents. Any issued patents may be challenged, invalidated or circumvented, and any rights granted under these patents may not actually provide adequate defensive protection or competitive advantages to us. Additionally, the process

of obtaining patent protection is expensive and time-consuming, and we may not be able to prosecute all necessary or desirable patent applications at a reasonable cost or in a timely manner.

Policing unauthorized use of our technology is difficult. In addition, the laws of some foreign countries may not be as protective of intellectual property rights as those of the United States, and mechanisms for enforcement of our proprietary rights in such countries may be inadequate. If we are unable to protect our proprietary rights (including in particular, the proprietary aspects of our platform) we may find ourselves at a competitive disadvantage to others who have not incurred the same level of expense, time and effort to create and protect their intellectual property.

We may be sued by third parties for alleged infringement of their proprietary rights, which would result in additional expense and potential damages.

There is significant patent and other intellectual property development activity in the digital advertising industry. Third-party intellectual property rights may cover significant aspects of our technologies or business methods or block us from expanding our offerings. Our success depends on the continual development of our platform. From time to time, we may receive claims from third parties that our platform and underlying technology infringe or violate such third parties' intellectual property rights. To the extent we gain greater public recognition, we may face a higher risk of being the subject of intellectual property claims. The cost of defending against such claims, whether or not the claims have merit, is significant, regardless of whether we are successful in our defense, and could divert the attention of management, technical personnel and other employees from our business operations. Litigation regarding intellectual property rights is inherently uncertain due to the complex issues involved, and we may not be successful in defending ourselves in such matters. Additionally, we have obligations to indemnify our clients or inventory and data suppliers in connection with certain intellectual property claims. If we are found to infringe these rights, we could potentially be required to cease utilizing portions of our platform. We may also be required to develop alternative non-infringing technology, which could require significant time and expense. Additionally, we could be required to pay royalty payments, either as a one-time fee or ongoing, as well as damages for past use that was deemed to be infringing. If we cannot license or develop technology for any allegedly infringing aspect of our business, we would be forced to limit our service and may be unable to compete effectively. Any of these results could harm our business.

We face potential liability and harm to our business based on the nature of our business and the content on our platform.

Advertising often results in litigation relating to misleading or deceptive claims, copyright or trademark infringement, public performance royalties or other claims based on the nature and content of advertising that is distributed through our platform. Though we contractually require clients to generally represent to us that their advertisements comply with our ad standards and our inventory providers' ad standards and that they have the rights necessary to serve advertisements through our platform, we do not independently verify whether we are permitted to deliver, or review the content of, such advertisements. If any of these representations are untrue, we may be exposed to potential liability and our reputation may be damaged. While our clients are typically obligated to indemnify us, such indemnification may not fully cover us, or we may not be able to collect. In addition to settlement costs, we may be responsible for our own litigation costs, which can be expensive.

We are subject to anti-bribery, anti-corruption and similar laws and non-compliance with such laws can subject us to criminal penalties or significant fines and harm our business and reputation.

We are subject to anti-bribery and similar laws, such as the U.S. Foreign Corrupt Practices Act of 1977, as amended, the U.S. domestic bribery statute contained in 18 U.S.C. § 201, the USA PATRIOT Act, U.S. Travel Act, the U.K. Bribery Act 2010 and Proceeds of Crime Act 2002, and possibly other anti-corruption, anti-bribery and anti-money laundering laws in countries in which we conduct business. Anti-corruption laws have been enforced with great rigor in recent years and are interpreted broadly. Such laws prohibit companies and their employees and their agents from making or offering improper payments or other benefits to government officials and others in the private sector. As we increase our international sales and business, particularly in countries with a low score on the CPI by Transparency International, and increase our use of third parties such as sales agents, distributors, resellers or consultants, our risks under these laws will increase. We adopt appropriate policies and procedures and conduct training, but cannot guarantee that improprieties will not occur. Noncompliance with these laws could subject us to investigations, sanctions, settlements, prosecution, other enforcement actions, disgorgement of profits, significant fines, damages, other civil and criminal penalties or injunctions, suspension and/or debarment from contracting with specified persons, the loss of export privileges, reputational harm,

adverse media coverage, and other collateral consequences. Any investigations, actions and/or sanctions could have a material negative impact on our business, financial condition and results of operations.

We are subject to governmental economic sanctions requirements and export and import controls that could impair our ability to compete in international markets or subject us to liability if we are not in compliance with applicable laws.

As a U.S. company, we are subject to U.S. export control and economic sanctions laws and regulations, and we are required to export our technology and services in compliance with those laws and regulations, including the U.S. Export Administration Regulations and economic embargo and trade sanctions programs administered by the Treasury Department's Office of Foreign Assets Control. U.S. economic sanctions and export control laws and regulations prohibit the shipment of specified products and services to countries, governments and persons targeted by U.S. sanctions. While we take precautions to prevent doing any business, directly or indirectly, with countries, governments and persons targeted by U.S. sanctions and to ensure that our technology and services are not exported or used by countries, governments and persons targeted by U.S. sanctions, such measures may be circumvented. There can be no assurance that we will be in compliance with U.S. export control or economic sanctions laws and regulations in the future. Any such violation could result in significant criminal or civil fines, penalties or other sanctions and repercussions, including reputational harm that could materially adversely impact our business.

Furthermore, if we export our technology, the exports may require authorizations, including a license, a license exception or other appropriate government authorization. Complying with export control and sanctions regulations may be time-consuming and may result in the delay or loss of opportunities.

In addition, various countries regulate the import of encryption technology, including the imposition of import permitting and licensing requirements, and have enacted laws that could limit our ability to offer our platform or could limit our clients' ability to use our platform in those countries. Changes in our platform or future changes in export and import regulations may create delays in the introduction of our platform in international markets or prevent our clients with international operations from deploying our platform globally. Any change in export or import regulations, economic sanctions or related legislation, or change in the countries, governments, persons, or technologies targeted by such regulations, could result in decreased use of our platform by, or in our decreased ability to export our technology and services to, existing or potential clients with international operations. Any decreased use of our platform or limitation on our ability to export our platform would likely adversely affect our business, financial condition and results of operations.

Risks Related to Ownership of Our Class A Common Stock

The market price of our Class A common stock may be volatile or may decline regardless of our operating performance, and you may not be able to resell your shares at or above your purchase price.

The market price of our stock and of equity securities of technology companies has historically experienced high levels of volatility. If you purchase shares of our Class A common stock, you may not be able to resell those shares at or above your purchase price. The market price of our Class A common stock has fluctuated and may fluctuate significantly in response to numerous factors, some of which are beyond our control and may not be related to our operating performance, including:

- announcements of new offerings, products, services or technologies, commercial relationships, acquisitions, or other events by us or our competitors;
- price and volume fluctuations in the overall stock market from time to time;
- significant volatility in the market price and trading volume of technology companies in general and of companies in the digital advertising industry in particular;
- fluctuations in the trading volume of our shares or the size of our public float;
- trading activity in our share repurchase program;
- actual or anticipated changes or fluctuations in our results of operations;
- whether our results of operations meet the expectations of securities analysts or investors;
- actual or anticipated changes in the expectations of investors or securities analysts;
- litigation involving us, our industry, or both;
- regulatory developments in the United States, foreign countries, or both;

- general economic conditions and trends;
- terrorist attacks, political upheaval, natural disasters, war, public health crises, or other major catastrophic events;
- sales of large blocks of our common stock;
- departures of key employees; or
- an adverse impact on us from any of the other risks cited herein.

In addition, if the stock market for technology companies, or the stock market generally, experiences a loss of investor confidence, the trading price of our Class A common stock could decline for reasons unrelated to our business, financial condition or results of operations. Stock prices of many technology companies have fluctuated in a manner unrelated or disproportionate to the operating performance of those companies. The trading price of our Class A common stock might also decline in reaction to events that affect other companies in our industry even if these events do not directly affect us. For example, in February and March 2025, securities class action litigation was filed against us following a drop in our stock price. For additional information regarding the pending legal proceedings, refer to *Note 13—Commitments and Contingencies—Litigation*. Our involvement in securities litigation will subject us to substantial costs, divert resources and the attention of management from our core business and may adversely affect our business.

Substantial future sales of shares of our common stock could cause the market price of our Class A common stock to decline.

The market price of our Class A common stock could decline as a result of substantial sales of our common stock, particularly sales by our directors, executive officers and significant stockholders, or the perception in the market that holders of a large number of shares intend to sell their shares.

Additionally, our directors, executive officers, employees and, in certain instances, service providers, hold shares of common stock subject to outstanding options, restricted stock awards and restricted stock units under our equity incentive plans. Those shares and the shares reserved for future issuance under our equity incentive plans are and will become eligible for sale in the public market, subject to certain legal and contractual limitations.

Insiders have substantial control over our company, including as a result of the dual class structure of our common stock, which could limit your ability to influence the outcome of key decisions, including a change of control.

Our Class B common stock has ten votes per share and our Class A common stock has one vote per share. Because of the ten-to-one voting ratio between our Class B and Class A common stock, the holders of our Class B common stock collectively have substantial control of the combined voting power of our common stock. Our amended and restated articles of incorporation provide that all Class B common stock will convert automatically into Class A common stock on December 22, 2035, unless converted prior to such date. As of December 31, 2025, stockholders who held shares of Class B common stock, including our executive officers, employees, and directors and their affiliates, together held approximately 49.9% of the voting power of our outstanding capital stock. This concentrated control limits or precludes your ability to influence corporate matters, as the holders of Class B common stock are able to influence or substantially control matters requiring approval by our stockholders, including the election of the directors, excluding the director we have designated as a Class A director, and the approval of mergers, acquisitions or other extraordinary transactions. Their interests may differ from yours and they may vote in a manner that is adverse to your interests. This ownership concentration may deter, delay or prevent a change of control of our company, deprive our stockholders of an opportunity to receive a premium for their common stock as part of a sale of our company and may ultimately affect the market price of our common stock. Furthermore, in connection with the dual class nature of our common stock, we have become subject to legal proceedings and could become involved in additional litigation, including securities class action claims and/or derivative litigation. Any such legal proceedings, regardless of outcome or merit, may divert management's time and attention and may result in the incurrence of significant expense, including legal fees. For additional information regarding the pending legal proceedings, refer to *Note 13—Commitments and Contingencies—Litigation.*

Transfers by holders of Class B common stock will generally result in those shares converting to Class A common stock, subject to limited exceptions, such as transfers effected for estate planning or charitable purposes. However, until the conversion of all outstanding shares of Class B common stock, the conversion of Class B common stock to Class A common stock will have the effect, over time, of increasing the voting power of those holders of Class B common stock who retain their shares in the long term.

Our governing documents and Nevada law could discourage takeover attempts and other corporate governance changes.

Our amended and restated articles of incorporation and amended and restated bylaws contain provisions that could delay or prevent a change in control of our company. These provisions could also make it difficult for stockholders to elect directors that are not nominated by the current members of our board of directors or take other corporate actions, including effecting changes in our management. These provisions include the following provisions:

- permit the board of directors to establish the number of directors and fill any vacancies and newly created directorships;
- provide that our board of directors is classified into three classes with staggered, three-year terms and that directors may only be removed by the affirmative vote of the holders of at least 66 2/3% of the voting power of the then-outstanding shares of capital stock that all of our stockholders would be entitled to cast in an election of directors;
- require super-majority voting to amend certain provisions in our amended and restated articles of incorporation and amended and restated bylaws;
- authorize the issuance of "blank check" preferred stock that our board of directors could use to implement a stockholder rights plan;
- specify that special meetings of our stockholders can be called only by our board of directors, the chairman of our board of directors, our chief executive officer, or a stockholder that has held at least 20% of our outstanding shares of common stock continuously for one year;
- provide that the board of directors is expressly authorized to make, alter or repeal our amended and restated bylaws;
- provide that vacancies on our board of directors may be filled only by a majority of directors then in office, even though less than a quorum;
- prohibit cumulative voting in the election of directors;
- restrict the forum for certain litigation against us to Nevada;
- restrict the forum for certain litigation against us to the federal district courts of the United States;
- permit our board of directors to alter our amended and restated bylaws without obtaining stockholder approval;
- reflect the dual class structure of our common stock, as discussed above; and
- establish advance notice requirements for nominations for election to our board of directors or for proposing matters that can be acted upon by stockholders at annual stockholder meetings.

In addition, we are subject to Nevada's statute on combinations with interested stockholders. These provisions may prohibit large stockholders, in particular those owning 10% or more of the voting power of our outstanding voting stock, from merging or combining with us for a period of time.

Our amended and restated articles of incorporation and amended and restated bylaws designate certain state or federal courts as the exclusive forum for certain litigation that may be initiated by our stockholders, which could limit stockholders' ability to obtain a favorable judicial forum for disputes with us.

Our amended and restated articles of incorporation provide that, unless we consent in writing to the selection of an alternative forum, the state courts located in the State of Nevada will be, to the fullest extent permitted by law, the sole and exclusive forum for any state law claim for:

- any action, suit or proceeding brought in our name or right or on our behalf;
- any action asserting or based upon a claim of breach of a fiduciary duty owed by any of our directors, officers, employees or agents to us or our stockholders; or
- any action asserting a claim arising pursuant to, or to interpret, apply, enforce or determine the validity of, any provision of the Nevada Revised Statutes, our amended and restated articles of incorporation or our amended and restated bylaws or certain voting trust agreements to which we are a party or a stated beneficiary (collectively, the "Nevada Forum Provision").

The Nevada Forum Provision will not apply to any causes of action arising under the Securities Act or the Exchange Act. Further, our amended and restated bylaws provide that, unless we consent in writing to the selection of an alternative forum, the federal district courts of the United States of America will be the sole and exclusive forum for resolving any complaint asserting a cause of action arising under the Securities Act (the "Federal Forum Provision"). In addition, our amended and restated articles of incorporation and amended and restated bylaws provide that any person or entity purchasing or otherwise acquiring any interest in shares of our capital stock is deemed to have notice of and consented to the Nevada Forum Provision and the Federal Forum Provision, respectively; provided, however, that stockholders cannot and will not be deemed to have waived our compliance with the U.S. federal securities laws and the rules and regulations thereunder.

The Nevada Forum Provision and the Federal Forum Provision in our amended and restated articles of incorporation and amended and restated bylaws may impose additional litigation costs on stockholders in pursuing any such claims. Additionally, these forum selection clauses may limit our stockholders' ability to bring a claim in a judicial forum that they find favorable for disputes with us or our directors, officers, employees or agents (including, without limitation, any claims in respect of stockholder nominations of directors as permitted under our amended and restated bylaws), which may discourage the filing of lawsuits against us and our directors, officers, employees and agents even though an action, if successful, might benefit our stockholders. In addition, there is uncertainty as to whether other courts will enforce our Federal Forum Provision. If the Federal Forum Provision is found to be unenforceable, we may incur additional costs associated with resolving such matters. The Federal Forum Provision may also impose additional litigation costs on stockholders who assert that the provision is not enforceable or invalid. The state courts of the State of Nevada and the federal district courts may also reach different judgments or results than would other courts, including courts where a stockholder considering an action may be located or would otherwise choose to bring the action, and such judgments may be more or less favorable to us than our stockholders.

We cannot guarantee that our share repurchase program will be fully consummated, that it will enhance long-term stockholder value, or that it will successfully mitigate the dilutive effect of employee equity awards. Share repurchases diminish our cash reserves and could also increase the volatility of the trading price of our Class A common stock.

While our board of directors authorized a share repurchase program that does not have an expiration date, the program does not obligate us to acquire any particular amount of Class A common stock and it may be terminated at any time. We cannot guarantee that the program will be fully consummated, that it will enhance long-term stockholder value, or that it will successfully mitigate the dilutive effect of employee equity awards. Any repurchases will reduce the amount of cash we have available to fund working capital, capital expenditures, strategic acquisitions or business opportunities, and other general corporate requirements. In addition, the program could affect the trading price of our Class A common stock and increase volatility, and any announcement of a termination of this program may result in a decrease in the trading price of our Class A common stock.

General Risk Factors

If we fail to maintain an effective system of internal control over financial reporting in the future, we may not be able to accurately or timely report our financial condition or results of operations. If our internal control over financial reporting is not effective, it may adversely affect investor confidence in us and the price of our common stock.

As a public company, we are required to maintain internal control over financial reporting and to report any material weaknesses in such internal control. Section 404 of the Sarbanes-Oxley Act of 2002, as amended (the "Sarbanes-Oxley Act") requires that we evaluate and determine the effectiveness of our internal control over financial reporting and provide a management report on internal control over financial reporting.

Our platform system applications are complex, multi-faceted and include applications that are highly customized in order to serve and support our clients, advertising inventory and data suppliers, as well as support our financial reporting obligations. We regularly make improvements to our platform to maintain and enhance our competitive position. In the future, we may implement new offerings and engage in business transactions, such as acquisitions, reorganizations or implementation of new information systems.

These factors require us to develop and maintain our internal controls, processes and reporting systems, and we expect to incur ongoing costs in this effort. We may not be successful in developing and maintaining effective internal controls, and any failure to develop or maintain effective controls, or any difficulties encountered in their implementation or improvement, could harm our operating results or cause us to fail to meet our reporting obligations and may result in a restatement of our financial statements for prior periods.

If we identify material weaknesses in our internal control over financial reporting, we will be unable to assert that our internal control over financial reporting is effective. If we are unable to assert that our internal control over financial reporting is effective, if our independent registered public accounting firm is unable to express an opinion as to the effectiveness of our internal control over financial reporting, or if we are unable to comply with the requirements of the Sarbanes-Oxley Act in a timely manner, then, we may be late with the filing of our periodic reports, investors may lose confidence in the accuracy and completeness of our financial reports and the market price of our common stock could be negatively affected. Such failures could also subject us to investigations by Nasdaq, the stock exchange on which our securities are listed, the SEC or other regulatory authorities, and to litigation from stockholders, which could harm our reputation, financial condition or divert financial and management resources from our core business.

The requirements of being a public company may strain our resources, divert our management's attention and affect our ability to attract and retain qualified board members.

As a public company, we are subject to the reporting requirements of the Exchange Act, and are required to comply with the applicable requirements of the Sarbanes-Oxley Act and the Dodd-Frank Wall Street Reform and Consumer Protection Act, the listing requirements of Nasdaq, and other applicable securities rules and regulations. Compliance with these rules and regulations increases our legal and financial compliance costs, make some activities more difficult, time-consuming or costly and increase demand on our systems and resources. Among other things, the Exchange Act requires that we file annual, quarterly and current reports with respect to our business and results of operations and maintain effective disclosure controls and procedures and internal controls over financial reporting. Significant resources and management oversight are required to maintain and, if required, improve our disclosure controls and procedures and internal controls over financial reporting to meet this standard. As a result, management's attention may be diverted from other business concerns, which could harm our business and results of operations.

Future acquisitions, strategic investments or alliances could disrupt our business and harm our business, financial condition and results of operations.

We explore, on an ongoing basis, potential acquisitions of companies or technologies, strategic investments, or alliances to strengthen our business; however, we have limited experience in acquiring and integrating businesses, products and technologies. Even if we identify an appropriate acquisition candidate, we may not be successful in negotiating the terms or financing of the acquisition, and our due diligence may fail to identify all of the problems, liabilities or other shortcomings or challenges of an acquired business, product or technology, including issues related to intellectual property, product quality or architecture, regulatory compliance practices, revenue recognition or other accounting practices or employee or client issues. Acquisitions involve numerous risks, any of which could harm our business, including:

- regulatory hurdles;
- anticipated benefits may not materialize;
- diversion of management time and focus from operating our business to addressing acquisition integration challenges;
- retention of employees from the acquired company;
- cultural challenges associated with integrating employees from the acquired company into our organization;
- integration of the acquired company's products and technology;
- integration of the acquired company's accounting, management information, human resources and other administrative systems;
- the need to implement or improve controls, procedures and policies at a business that, prior to the acquisition, may have lacked effective controls, procedures and policies;
- coordination of product development and sales and marketing functions;
- liability for activities of the acquired company before the acquisition, including relating to privacy and data security, patent and trademark infringement claims, violations of laws, commercial disputes, tax liabilities and other known and unknown liabilities; and
- litigation or other claims in connection with the acquisition, including claims from terminated employees, users, former stockholders or other third parties.

Failure to appropriately mitigate these risks or other issues related to such acquisitions and strategic investments could result in reducing or completely eliminating any anticipated benefits of transactions, and harm our business generally. Future acquisitions could also result in dilutive issuances of our equity securities, the incurrence of debt, contingent liabilities, amortization expenses or the impairment of goodwill, any of which could harm our business, financial condition and results of operations.

Exposure to foreign currency exchange rate fluctuations could negatively impact our results of operations.

While the majority of the transactions through our platform are denominated in U.S. Dollars, we have transacted in foreign currencies, both for inventory and data and for payments by clients from use of our platform. We also have expenses denominated in currencies other than the U.S. Dollar. Given our anticipated international growth, we expect the number of transactions in a variety of foreign currencies to continue to grow in the future. While we generally require a fee from our clients that pay in non-U.S. currency, this fee may not always cover foreign currency exchange rate fluctuations. In addition, for those clients that pay in non-U.S. currency, we often pay for the advertising inventory and data purchased by such clients in U.S. Dollars. As a result, any increase in the value of the U.S. Dollar against these foreign currencies could cause our revenue to decline relative to our costs. Although we currently have a program to hedge exposure to foreign currency fluctuations, the use of hedging instruments may not be available for all currencies or may not always offset losses resulting from foreign currency exchange rate fluctuations. Moreover, the use of hedging instruments can itself result in losses if we are unable to structure effective hedges with such instruments.

We may not be able to secure additional financing on favorable terms, or at all, to meet our future capital needs, which may in turn impair our growth.

We intend to continue to grow our business, which will require additional capital to develop new features or enhance our platform, improve our operating infrastructure, finance working capital requirements, or acquire complementary businesses and technologies. We cannot assure you that our business will generate sufficient cash flow from operations or that future borrowings will be available to us under our existing credit facility in an amount sufficient to fund our working capital needs. Accordingly, we may need to engage in additional equity or debt financings to secure additional capital. We cannot assure you that we would be able to locate additional financing on commercially reasonable terms or at all. Any debt financing that we secure in the future could involve restrictive covenants relating to our capital raising activities and other financial and operational matters, which may make it more difficult for us to obtain additional capital and to pursue business opportunities. If our cash flows and credit facility borrowings are insufficient to fund our working capital requirements, we may not be able to grow at the rate we currently expect or at all. In addition, in the absence of sufficient cash flows from operations, we might be unable to meet our obligations under our credit facility, and we may therefore be at risk of default thereunder. If we raise additional funds through future issuances of equity or convertible debt securities, our existing stockholders could suffer significant dilution, and any new equity securities we issue could have rights, preferences and privileges superior to those of holders of our common stock. If we are unable to secure additional funding on favorable terms, or at all, when we require it, our ability to continue to grow our business to react to market conditions could be impaired and our business may be harmed.

Our tax liabilities may be greater than anticipated.

The U.S. and non-U.S. tax laws applicable to our business activities are subject to interpretation and are changing. We are subject to audit by the Internal Revenue Service and by taxing authorities of the state, local and foreign jurisdictions in which we operate. Our tax obligations are based in part on our corporate operating structure, including the manner in which we develop, value, use and hold our intellectual property, the jurisdictions in which we operate, how tax authorities assess revenue-based taxes such as sales and use taxes, the scope of our international operations and the value we ascribe to our intercompany transactions. Taxing authorities may challenge, and have challenged, our tax positions and methodologies for valuing developed technology or intercompany arrangements, positions regarding the collection of sales and use taxes, and the jurisdictions in which we are subject to taxes, which could expose us to additional taxes. Any adverse outcomes of such challenges to our tax positions could result in additional taxes for prior periods, interest and penalties, as well as higher future taxes. In addition, our future tax expense could increase as a result of changes in tax laws, regulations or accounting principles, or as a result of earning income in jurisdictions that have higher tax rates. For example, the European Commission has proposed, and various jurisdictions, including a number of states in the United States, are considering enacting or have enacted laws that impose separate taxes on specified digital services, which may increase our tax obligations in such jurisdictions. In addition, the Organization for Economic Cooperation and Development (“OECD”) announced an Inclusive Framework on Base Erosion and Profit Shifting, including Pillar Two Model Rules defining a global minimum tax, which calls for the taxation of large multinational corporations at a minimum

rate of 15%. Further, on July 4, 2025, the United States enacted the One Big Beautiful Bill Act (the "OBBBA") that changes or makes permanent certain tax laws for corporations. While the changes from these rules have not negatively impacted our financial condition or results of operations, they could increase our effective tax rate and cash tax payments in future periods. Any increase in our tax expense could have a negative effect on our financial condition and results of operations. Moreover, the determination of our provision for income taxes and other tax liabilities requires significant estimates and judgment by management, and the tax treatment of certain transactions is uncertain. Any changes, ambiguity, or uncertainty in taxing jurisdictions' administrative interpretations, decisions, policies and positions, including, the position of taxing authorities with respect to revenue generated by reference to certain digital services, could also materially impact our income tax liabilities. Although we believe we will make reasonable estimates and judgments, the ultimate outcome of any particular issue may differ from the amounts previously recorded in our financial statements and any such occurrence could materially affect our financial condition and results of operations.

Item 1B. Unresolved Staff Comments

None.

Item 1C. Cybersecurity

Risk Management and Strategy

Management has implemented a program to protect the confidentiality, integrity and availability of our information systems and to identify, assess, manage and report on material risks from cybersecurity threats. The program is managed by an in-house cybersecurity team, and the program includes risk management and mitigation processes, such as malware protection, access management, technical vulnerability management and security incident response among other processes and technical safeguards; communication with third-party providers of services regarding their information security practices and disclosed cybersecurity incidents; the use of third-party service providers, as appropriate, for monitoring and mitigating cybersecurity threats and conducting penetration tests; education and training across the organization to mitigate cybersecurity threats to employees and our company; the maintenance of cybersecurity breach insurance; and disaster recovery and business continuity arrangements to minimize the potential impact to our operations in the event of a cybersecurity incident.

The cybersecurity program is aligned with our enterprise risk framework. Members of our cybersecurity, enterprise risk management, engineering, finance and legal teams collaboratively assess the degree of risk to our business and operations from cybersecurity threats and incidents to develop incident response plans and risk mitigation practices. Risk is assessed across the potential technological, operational, financial, legal, regulatory and reputational impacts to our company, including the materiality of cybersecurity incidents pursuant to SEC disclosure rules.

Although we follow guidance from various standards related to cybersecurity and engage third-party attestation services to test controls relevant to our business, this does not imply that we meet any particular technical standards, specifications or requirements.

We have not identified risks from known cybersecurity threats, including as a result of prior cybersecurity incidents, that have materially affected or are reasonably likely to materially affect us, including our business strategy, financial condition or results of operations. However, we remain subject to unknown or future cybersecurity threats that could materially affect us, including our business strategy, financial condition or results of operations. See "*Item 1A. Risk Factors*" for a discussion of various risks related to cybersecurity.

Governance

Our board of directors has delegated oversight of all risk assessment and risk management activities to the audit committee. The audit committee provides strategic oversight of management's risk management practices, including cybersecurity. Regular and ad hoc reporting from management, such as the executive risk committee (as described below), to the audit committee may include information about the prevention, detection, mitigation and remediation of material cybersecurity incidents, if any.

Our executive risk committee, which is comprised of our Chief Financial Officer, Chief Legal Officer and Senior Vice President, Engineering, oversees the cybersecurity risk assessment and mitigation activities and receives regular reports from our cybersecurity team regarding the nature, timing and extent of incidents that occur across the Company's internal environments and those disclosed by third-party service providers, if applicable. Our cybersecurity team is comprised of technically skilled professionals with computer science, cybersecurity assurance or other cybersecurity degrees and professional experience in monitoring, detecting, mitigating and preventing cybersecurity incidents and testing

cybersecurity processes. The executive risk committee has expertise in the pertinent financial, legal, regulatory, operational and technical areas to assess the impact of cybersecurity risks and incidents across the business and oversee our response to and disclosure of such incidents. In particular, our Senior Vice President, Engineering brings decades of technical experience to our executive risk committee along with technical education in computer systems engineering.

Item 2. Properties

We maintain our principal offices in Ventura, California. We also lease office and data center space in various cities within North America, Europe, Asia and Australia. We believe that our facilities are adequate to meet our needs for the immediate future and that, should it be needed, we will be able to secure additional space to accommodate expansion of our operations.

Item 3. Legal Proceedings

For a description of our pending legal proceedings, see "Commitments and Contingencies — Litigation" in *Note 13* of the Notes to Consolidated Financial Statements included in Part II, Item 8 of this Annual Report on Form 10-K.

Item 4. Mine Safety Disclosures

Not applicable.

PART II

Item 5. Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities

Our Class A common stock began trading on the Nasdaq Global Market on September 21, 2016, under the symbol "TTD." Prior to this date, there was no public trading market for our Class A common stock. There is no public trading market for our Class B common stock.

On June 16, 2021, we effected a ten-for-one stock split (the "Stock Split") of our common stock in the form of a stock dividend. Each stockholder of record on June 9, 2021, received nine additional shares of common stock for each then-held share. Trading began on a stock split-adjusted basis on June 17, 2021. The number of shares subject to outstanding equity awards and the exercise prices of the outstanding stock option awards were also adjusted to reflect the effect of the Stock Split. All share and per share amounts presented herein have been retroactively adjusted to reflect the impact of the Stock Split.

Refer to *Note 9—Capitalization* to our consolidated financial statements for more information regarding capitalization.

Holders of Record

As of January 31, 2026, there were approximately 48 holders of record of our Class A common stock and 14 holders of record of our Class B common stock. The actual number of stockholders is greater than this number of record holders and includes stockholders who are beneficial owners but whose shares are held in street name by brokers and other nominees. This number of holders also does not include stockholders whose shares may be held in trust by other entities.

Dividend Policy

We have never declared or paid any cash dividends on our Class A or Class B common stock, and we do not anticipate paying any cash dividends in the foreseeable future. We currently intend to retain any earnings to finance the operation and expansion of our business or to conduct repurchases of our Class A common stock. Any future determination to pay dividends will be at the discretion of our board of directors and will be dependent upon then-existing conditions, including our earnings, capital requirements, results of operations, financial condition, business prospects and other factors that our board of directors considers relevant. Refer to *"Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations"* for additional information regarding our financial condition, liquidity and capital resources. In addition, our Amended Credit Facility (as defined below) contains restrictions on our ability to pay dividends.

Securities Authorized for Issuance Under Equity Compensation Plans

The information required by this item will be included in our proxy statement relating to our 2026 annual meeting of stockholders to be filed by us with the SEC no later than 120 days after the close of our fiscal year ended December 31, 2025 (the "Proxy Statement") and is incorporated herein by reference.

Recent Sales of Unregistered Securities

None.

Issuer Purchases of Equity Securities

The following table summarizes share repurchase activity for the three months ended December 31, 2025:

	Total Number of Shares Purchased[1]	Average Price Paid Per Share[2]	Total Number of Shares Purchased as Part of Publicly Announced Programs[1]	Approximate Dollar Value of Shares that May Yet Be Purchased Under the Plans or Programs[1]
	(in thousands)		(in thousands)	(in millions)
October 1-31	1,159	$ 51.56	1,159	$ 500
November 1-30	4,506	$ 40.58	4,506	$ 317
December 1-31	4,313	$ 38.71	4,313	$ 150
	9,978		9,978	

(1) On February 15, 2023, we announced that our board of directors approved a share repurchase program to repurchase up to $700 million of our Class A common stock, which commenced in February 2023 and has no expiration date. In February 2024, an additional $647 million was authorized under this program, bringing the total amount for future repurchases back to $700 million. At the end of January 2025, an additional $564 million was authorized under this program, bringing the total amount for future repurchases to $1 billion. In October 2025, an additional $500 million was authorized under this program after the previous authorization was used. In February 2026, an additional $350 million was authorized under the Company's share repurchase program, bringing the total amount available for future repurchases to $500 million. The share repurchase program is designed to help offset the impact of future share dilution from employee stock issuances. Repurchases under the program may be made in the open market, in privately negotiated transactions or otherwise, with the amount and timing of repurchases determined at our discretion, depending on market conditions and corporate needs. Open market repurchases are structured to occur in accordance with applicable federal securities laws, including within the pricing and volume requirements of Rule 10b-18 under the Securities Exchange Act of 1934, as amended. We may also, from time to time, enter into Rule 10b5-1 plans to facilitate repurchases of its shares under this authorization. The program does not obligate us to acquire a minimum amount of Class A common stock, and may be modified, suspended or terminated at any time at the discretion of our board of directors. See *Note 9—Capitalization* in Part II, Item 8 of this Annual Report on Form 10-K for additional information related to share repurchases.

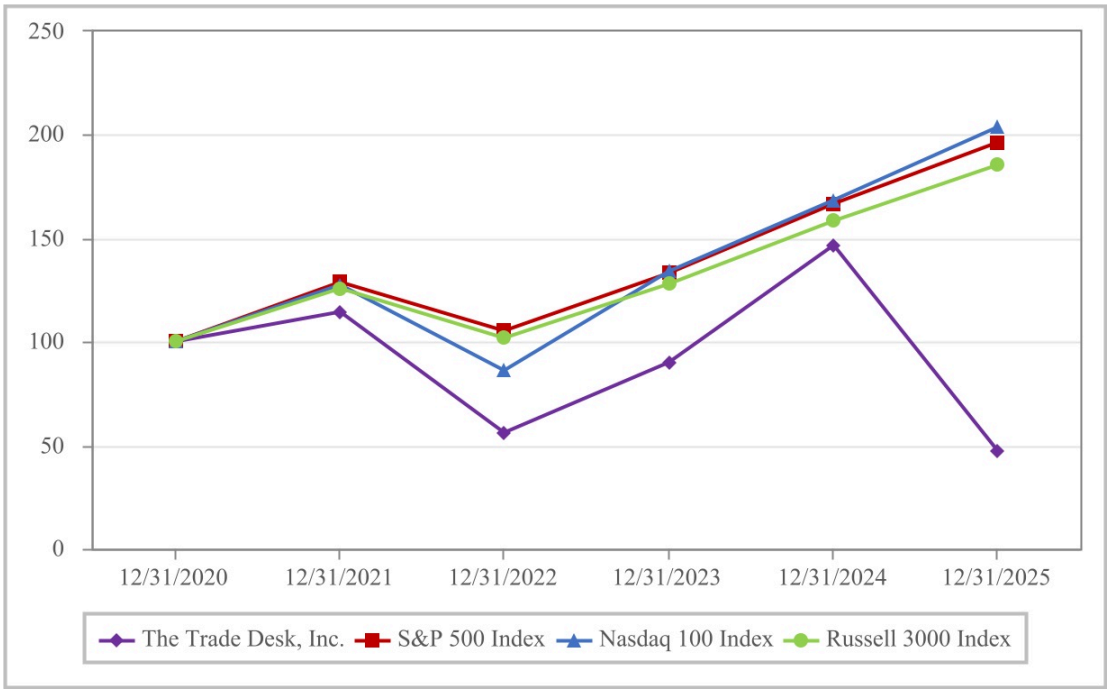
(2) Excludes other costs such as broker commissions and the excise tax imposed by the Inflation Reduction Act of 2022 ("IRA").

Stock Performance Graph

This performance graph shall not be deemed "soliciting material" or to be "filed" with the SEC for purposes of Section 18 of the Exchange Act, or otherwise subject to the liabilities under that Section, and shall not be deemed to be incorporated by reference into any filing of ours under the Securities Act, except as shall be expressly set forth by specific reference in such filing.

The following graph compares the cumulative total stockholder return on an initial investment of $100 in our Class A common stock between December 31, 2020, and December 31, 2025, with the comparative cumulative total returns of the Standard & Poor's (S&P) 500 Index, Nasdaq 100 Index and Russell 3000 Index over the same period. We have not paid any cash dividends: therefore, the cumulative total return calculation for us is based solely upon stock price appreciation and not the reinvestment of cash dividends. However, the data for the S&P 500 Index, Nasdaq 100 Index and Russell 3000 Index assumes reinvestment of dividends. The graph assumes the closing market price on December 31, 2020, of $80.10 per share as the initial value of our Class A common stock after retroactive adjustment for the Stock Split.

The returns shown are based on historical results and are not indicative of, nor intended to forecast, future stock price performance.



Item 6. [Reserved]

Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations

The following discussion and analysis of our financial condition and results of operations should be read in conjunction with the consolidated financial statements and the related notes to those statements included in "Item 8. Financial Statements and Supplementary Data" to this Annual Report on Form 10-K. In addition to historical financial information, the following discussion contains forward-looking statements that reflect our plans, estimates, beliefs and expectations and involve risks and uncertainties. Factors that could cause or contribute to these differences include those discussed below and elsewhere in this Annual Report on Form 10-K, particularly in the section titled "Item 1A. Risk Factors" and the "Special Note About Forward-Looking Statements."

Overview

We are a global leader in advertising technology. We empower ad buyers to create, manage and optimize digital advertising campaigns across ad formats, channels and devices. Our platform's depth, AI capabilities and rich ecosystem of inventory, publisher and data partner integrations enable superior reach and decisioning for clients. In addition to the primary capabilities provided by our self-service platform, our enterprise APIs equip our clients with the ability to customize and expand platform functionality.

Since our founding in 2009, we have been committed to building a more transparent and objective advertising ecosystem and enabling more expressive and data-driven campaigns through pioneering technology innovations.

Our clients are advertising agencies, advertisers and other service providers for agencies or advertisers, with whom we enter into ongoing MSAs. We generate revenue by charging our clients a platform fee generally based on a percentage of our clients' total spend on our platform and from providing value-added services and data to support their advertising campaigns.

Executive Summary

Highlights

	Year Ended December 31,		Change	
	2025	2024	$	%
	(in thousands, except percentages)			
Revenue	$ 2,896,284	$ 2,444,831	$ 451,453	18 %
Net income	$ 443,304	$ 393,076	$ 50,228	13 %
Net cash provided by operating activities	$ 992,721	$ 739,456	$ 253,265	34 %
Gross spend [1]	$ 13,394,683	$ 12,040,872	$ 1,353,811	11 %
Adjusted EBITDA [2]	$ 1,196,449	$ 1,010,649	$ 185,800	18 %

(1) For internal management purposes, we utilize gross spend as a metric to assess our market share and scale, plan for optimal levels of support for our clients and measure our growth from existing clients. Gross spend measures the amount of a client's spend on our platform for advertising inventory, value-added services and data; plus the platform fee, which is generally based on a percentage of a client's total spend on our platform. Other companies, including companies in our industry, may calculate gross spend or similarly titled measures differently, which reduces its usefulness as a comparative measure. For further information, refer to "—Components of Our Results of Operations" below.

(2) To supplement our consolidated financial statements, which are prepared and presented in accordance with generally accepted accounting principles in the United States ("GAAP"), we present Adjusted EBITDA, which is a Non-GAAP financial measure. Additional information can be found in "— Non-GAAP Financial Measures" below, including reconciliations of Adjusted EBITDA to the corresponding GAAP measure of net income.

Trends, Opportunities and Challenges

Since our founding, we have focused on developing the most sophisticated, rich and objective platform for buyers of advertising. The growing digitization of media, fragmentation of audiences and ongoing lack of transparency in the advertising technology ecosystem have increased the complexity of advertising, and thereby increased the need for an ad buying platform that users can trust. Our platform delivers valuable insights and results to clients without the conflict of interest and lack of objectivity that come with also selling owned advertising inventory. We believe our continued success relies on further developing our platform's programmatic capabilities while expanding access to advertising inventory, value-added services and data to support our clients' advertising campaigns.

We believe that our key opportunities include (i) our ongoing global expansion, (ii) continuing development of our omnichannel ad inventory (including in channels such as CTV and other video, mobile, audio and others), (iii) continuing development, optimization and adoption of the data usage, measurement and targeting capabilities provided by our platform, which create a natural flywheel in our business, (iv) the adoption and utilization of third-party data, in particular, retail data, and first-party data by our clients, and (v) continuing development and incorporation of AI in our platform and related offerings.

We believe that growth of the programmatic advertising market is important for our ability to grow our business. Adoption of programmatic advertising by advertisers allows us to acquire new clients and grow revenue from existing clients. Although our clients include some of the largest advertising agencies and advertisers in the world, we believe there is significant room for us to expand our business relationships with these clients to gain a larger portion of their advertising spend through our platform. We also believe that the industry trends noted above will lead to advertisers adopting programmatic advertising through platforms such as ours. Accordingly, we see a significant market opportunity across advertisers and agencies with which we do not yet do business.

Similarly, the adoption of programmatic advertising by inventory owners and content providers allows us to expand the volume and type of advertising inventory we present to our clients. For example, we have expanded our CTV, audio and other advertising offerings through our integrations with supply-side partners and publishers. In addition, we have expanded our efforts to improve the efficiency and transparency of complex open internet supply channels.

We invest for long-term growth. We anticipate that our operating expenses will continue to increase in the foreseeable future as we invest in platform operations for our hosting capabilities as well as technology and development to enhance our platform and related offerings, including our continued focus on the development and incorporation of AI. We also anticipate that our sales and marketing expenses will continue to increase to acquire new clients and reinforce our

relationships with existing clients. In addition, we expect to continue making investments in our infrastructure, including our information technology, financial and administrative systems and controls to support our growing operations.

We believe the markets outside of the United States, and in particular across Europe and Asia in markets such as the U.K., Germany, France, China, Japan, India and Australia, offer opportunities for growth. We intend to make additional investments in sales and marketing and product development to expand in international markets where we are making significant investments in our platform and growing our team.

We believe that these investments will contribute to our long-term growth, although they may negatively impact profitability in the near term.

Our business model has allowed us to grow significantly, and we believe that our operating leverage enables us to support future long-term growth profitably.

Macroeconomic Uncertainty

Changes in interest rates, foreign currency exchange rates, trade policies and practices, inflation and other geopolitical developments have resulted, and may continue to result, in a global slowdown of economic activity, which may decrease demand for a broad variety of goods and services in various industries, including those provided by our clients, while also disrupting supply chains, sales channels and advertising and marketing activities for an unknown period of time until economic activity normalizes. In addition, due to high demand for hosting infrastructure components, their prices have become increasingly inelastic and the cost for such components has been rising. As a result of the current uncertainty in economic activity, we are unable to predict the size and duration of the impact on our revenue and our results of operations. The extent of the impact of these macroeconomic factors on our operational and financial performance will depend on a variety of factors, and the duration and extent of geopolitical and global economic disruption and their respective impacts on our clients, partners, industry and employees, all of which are uncertain at this time and cannot be accurately predicted. See "*Item 1A. Risk Factors*" in Part I of this Annual Report on Form 10-K for further discussion of the adverse impacts of macroeconomic uncertainty on our business.

Factors Affecting Our Performance

Growth in and Retention of Client Spend

Our recent growth has been largely driven by expanding our share of spend by our existing clients and adding new clients. Our clients include some of the largest advertising agencies and advertisers in the world, and we believe there is significant room for us to expand further within these clients, including room to expand the aperture of customers we support across the mid-market. As a result, future revenue growth depends, in large part, upon our ability to retain our existing clients and to gain a larger amount of their spend through our platform in a highly competitive advertising market. This includes our ability to differentiate to clients our platform's overall value from competitors' platforms that may offer artificially low prices, which are enabled by inherent conflicts of interest and a lack of objectivity that come with also selling advertising inventory. We believe that we offer differentiated offerings with superior value to new and existing clients.

In order to analyze gross spend contributions and growth from new and existing clients, we measure annual gross spend on our platform for the set of clients that commenced spending on our platform in a specific year relative to subsequent periods. Historically, our existing clients have generally increased their spend on our platform. However, over time, our existing clients may spend less on our platform and the growth rate of revenue may change. Any such change could have a significant negative impact on revenue and operating results.

Ability to Expand our Omnichannel Reach, Including CTV, and Innovate across our Platform

We enable the purchase of advertising inventory in a wide variety of ad formats and channels, including CTV and other video, display, audio, and native, on a multitude of devices, such televisions, streaming devices, mobile devices, computers and digital-out-of-home devices. Our future growth will depend on our ability to maintain and grow the inventory and spend across these channels, in addition to continued growth in CTV and potentially in any new inventory sources that may arise with the advent of AI. Our future growth will also depend on our ability to continue innovating and improving the technology underlying our platform and related offerings and enhancing their functionality, including the development of new or improved value-added services or the inclusion of additional data, and driving continual and increased adoption of such value-added services and data by our clients. We believe that our ability to integrate and offer

CTV and other quality advertising inventory for purchase through our platform, our ability to continuously improve the features and functionality of our platform and related offerings and, in particular, our ability to manage the increased costs that will accompany these efforts, such as the cost of developing and hosting our growing, AI-rich platform and related offerings, will impact the future growth and profitability of our business.

Growth of the Programmatic Advertising Market

Our operating results and prospects will be impacted by the overall adoption of programmatic advertising by inventory owners and content providers, as well as advertisers and the agencies and service providers that represent them. Programmatic advertising has grown rapidly in recent years, and any acceleration or slowing of this growth may affect our operating and financial performance. In addition, even if the programmatic advertising market continues to grow at its current rate, our ability to position ourselves within the market will impact the future growth of our business. Further, our ability to effectively manage our investments in infrastructure and headcount in response to this potential growth will impact our future profitability.

Development of International Markets

We have been increasing our focus on markets outside the United States to serve the global needs of our clients. As the middle class grows abroad, we believe that the global opportunity for programmatic advertising is significant and should continue to expand as publishers and advertisers outside the United States seek to adopt the benefits that programmatic advertising provides. To capitalize on this opportunity, we intend to continue investing in our presence internationally. Our growth and the success of our initiatives in newer markets will depend on the continued adoption of our platform by our existing clients, as well as new clients, in these markets. Information about geographic concentrations of our business is set forth in *Note 12—Segment and Geographic Information*.

Seasonality

In the advertising industry, companies commonly experience seasonal fluctuations in revenue. For example, many advertisers allocate the largest portion of their budgets to the fourth quarter of the calendar year in order to coincide with increased holiday purchasing. Historically, the fourth quarter of the year reflects our highest level of advertising activity and the first quarter reflects the lowest level of such activity. Additionally, advertising activity is typically heightened in the periods leading up to major United States political elections. We expect our revenue to continue to fluctuate based on seasonal factors that affect the advertising industry as a whole.

Components of Our Results of Operations

We have one primary business activity and one operating segment.

Revenue

We generate revenue from clients who enter into agreements with us to use our platform to purchase advertising inventory, value-added services and data. We charge our clients for total spend on our platform, which includes spend and fees on advertising inventory, value-added services and data to support those purchases, in addition to the platform fee that is generally based on a percentage of our clients' total spend on the platform. Generally, we report revenue as an agent on a net basis, which represents gross billings net of amounts we pay suppliers for the cost of advertising inventory, supplier-provided components of value-added services and data (collectively, "Supplier Components").

Accounts receivable is recorded at the amount of gross billings to clients, net of allowances, for the amounts we are responsible to collect; and our accounts payable are recorded at the amount payable to suppliers. Accordingly, both accounts receivable and accounts payable appear large in relation to revenue reported on a net basis.

Revenue earned from gross spend on our platform may fluctuate from period to period based on the types of services rendered and the extent to which our platform's value-added services and data are utilized by clients; our client and channel mix; changes in our platform or related offerings; pricing; volume discounts; and the amount of certain costs of supplier-provided components of value-added services and data recorded as reductions to revenue versus as expenses in platform operations. We expect that our revenue earned from our clients' gross spend will fluctuate in the future pursuant to these factors, especially as we introduce new and enhanced platform features and related offerings that may be adopted by our clients, expand our omnichannel capabilities, extend our reach to more CTV and other inventory and add additional clients whose businesses may have different underlying business models.

Refer to *"*—Critical Accounting Policies and Estimates—Revenue Recognition*"* below for a description of our revenue recognition policies.

Operating Expenses

We classify our operating expenses into the following four categories and allocate overhead such as information technology infrastructure, rent, office support and occupancy charges based on headcount for these categories:

Platform Operations. Platform operations expense consists of expenses related to hosting our platform, which includes "internet traffic" associated with the viewing of available impressions or queries per second ("QPS") and computing power to enable technical features and functionality such as AI, purchasing data used to inform and improve the platform and providing support to our clients. Platform operations expense includes hosting costs, including depreciation relating to data center computing and networking equipment, personnel costs, data-related costs and amortization of capitalized software costs for platform development. Personnel costs include salaries, stock-based compensation, employee benefit costs, commission costs, bonuses and travel for personnel who support our platform and provide our clients with platform support. We capitalize certain costs associated with the development of our platform, which are amortized in platform operations expense over their estimated useful lives.

We expect platform operations expense to increase in absolute dollars in future periods as we continue to experience increased volumes of QPS through our platform, invest in our hosting capabilities, including to support new technical features and functionality of our platform and related offerings and our growing AI and machine learning capabilities, and hire additional personnel to support our clients. Platform operations expense as a percentage of revenue may fluctuate period to period based on revenue levels and the timing of our investments in our hosting capabilities, subject to rising prices for data center components, as we continue to strategically invest in data center computing and networking capacity. Platform operations expense also may vary due to the amount of certain costs of supplier-provided components of value-added services and data recorded as platform operations expense versus as reductions to revenue.

Sales and Marketing. Sales and marketing expense consists primarily of personnel costs, including salaries, bonuses, stock-based compensation, employee benefits costs, commission costs and travel, for our sales and marketing personnel. Sales and marketing expense also includes costs for market development programs, marketing events, advertising and promotional and other marketing activities. Commissions costs are expensed as incurred.

Our sales organization focuses on marketing our platform and related offerings to increase their adoption by existing and new clients. We are also focused on expanding our business by growing our sales teams in countries in which we currently operate, including in the United States and internationally, as well as establishing a presence in additional countries. As a result, we expect sales and marketing expenses to increase in absolute dollars in future periods. Sales and marketing expense as a percentage of revenue may fluctuate from period to period based on revenue levels and the timing of our investments in our sales and marketing functions as these investments may vary in scope and scale over periods and are impacted by the revenue seasonality in our industry and business.

Technology and Development. Technology and development expense consists primarily of personnel costs, including salaries, bonuses, stock-based compensation, employee benefits costs and travel, as well as third-party consultant costs associated with the ongoing development of our platform and related offerings as well as integrations with our advertising inventory and data suppliers. Technology and development costs are expensed as incurred, except to the extent that such costs are associated with software development that qualifies for capitalization. We record capitalized software development costs related to platform development in other assets, non-current in our consolidated balance sheets, and we amortize those costs in platform operations expense.

We believe that continued investment in our platform is critical to attaining our strategic objectives and long-term growth. Therefore, we expect technology and development expense to increase as we continue to invest in the development of our platform and related offerings to support additional platform features and functionality, including AI and machine learning, increase the number of advertising inventory and data suppliers and support the anticipated increase in volume of QPS on our platform.

General and Administrative. General and administrative expense consists primarily of personnel costs, including salaries, bonuses, stock-based compensation, employee benefits costs and travel associated with our executive, finance, legal, human resources, compliance and other administrative personnel, as well as accounting and legal professional

services fees, local business taxes and fees and credit loss expense. General and administrative expenses also include stock-based compensation expense related to the CEO Performance Option, which was granted in 2021.

We expect to continue to invest in corporate infrastructure and headcount to support growth. Excluding the impact of the CEO Performance Option, we expect general and administrative expenses to increase in absolute dollars in future periods. In addition, general and administrative expenses may fluctuate period to period due to various litigation, regulatory and governance matters, in which timing and extent of such expense is variable.

Other Income, Net

Interest Expense. Interest expense is mainly related to our debt, which carries a variable interest rate and fees for undrawn amounts. Refer to "— Liquidity and Capital Resources — Credit Facility" below for further information.

Interest Income. Interest income is mainly related to our cash, cash equivalents and short-term investments, which carry variable interest rates.

Foreign Currency Exchange Loss (Gain), Net. Foreign currency exchange loss (gain), net consists primarily of gains and losses on foreign currency transactions net of gains and losses on foreign currency forwards. We do not designate foreign currency forwards as hedges for accounting purposes. We have foreign currency exposure related to our accounts receivable and, to a much lesser extent, accounts payable that are denominated in currencies other than the U.S. Dollar, principally the Euro, British Pound, Canadian Dollar, Australian Dollar, Japanese Yen, Indian Rupee, Indonesian Rupiah, Hong Kong Dollar, New Zealand Dollar, South Korean Won and Singapore Dollar.

Provision for Income Taxes

The provision for income taxes consists primarily of U.S. federal, state and foreign income taxes. Our provision for income taxes may be significantly affected by changes to our estimates for tax in jurisdictions in which we operate, and other estimates utilized in determining the global effective tax rate. Actual results may also differ from our estimates based on changes in economic conditions. Such changes could have a substantial impact on the income tax provision. We evaluate the judgments surrounding our estimates and make adjustments, as appropriate, each reporting period. Our provision for income taxes may also be affected by the timing of vesting and/or exercise of our stock-based awards. The extent of the impact may be subject to volatility resulting from changes in our stock price and volume of transactions by employees.

Our effective tax rate differs from the U.S. federal statutory tax rate of 21% primarily due to the impact of stock-based awards including non-deductible stock-based compensation net of tax benefits associated with employee exercises of stock options and vesting of restricted stock, state taxes, research and development tax credits and foreign tax effects.

Realization of our deferred tax assets is dependent primarily on the generation of future taxable income. In considering the need for a valuation allowance, we consider our historical, as well as future, projected taxable income along with other objectively verifiable evidence, both positive and negative. Objectively verifiable evidence includes our realization of tax attributes, assessment of tax credits and utilization of net operating loss carryforwards during the year.

We maintain a full valuation allowance against our U.K. net deferred tax assets, based on the history of cumulative losses and the conclusion that future taxable profit may not be available for the utilization of the deferred tax assets for U.K. income tax purposes. We expect to maintain this valuation allowance for the near term, until it becomes more likely than not that the benefit of these U.K. deferred tax assets will be realized by way of expected future taxable income. To the extent sufficient positive evidence becomes available, we may release all or a portion of our valuation allowance in one or more future periods. A release of the valuation allowance, if any, would result in the recognition of certain deferred tax assets and may result in a material income tax benefit for the period in which such release is recorded.

Refer to *Note 11—Income Taxes* for additional information.

Results of Operations for the Year Ended December 31, 2025, Compared with the Year Ended December 31, 2024

The following discusses the results of our operations for the year ended December 31, 2025, compared with the year ended December 31, 2024. For a discussion of the results of our operations for the year ended December 31, 2024, compared with the year ended December 31, 2023, see "Management's Discussion and Analysis of Financial Condition and Results of Operations" in our Annual Report on Form 10-K for the fiscal year ended December 31, 2024, filed with

SEC on February 21, 2025. References to "Notes" are notes to our consolidated financial statements in "Item 8. Financial Statements and Supplementary Data."

The following table sets forth our consolidated results of operations for the periods presented.

	For the Year Ended December 31,			
	2025		2024	
	(in thousands)	(% of Revenue)	(in thousands)	(% of Revenue)
Revenue	$ 2,896,284	100 %	$ 2,444,831	100 %
Operating expenses:				
Platform operations	619,067	21 %	472,012	19 %
Sales and marketing	644,300	22 %	546,517	22 %
Technology and development	525,141	18 %	463,319	19 %
General and administrative	518,455	18 %	535,816	22 %
Total operating expenses	2,306,963	80 %	2,017,664	83 %
Income from operations	589,321	20 %	427,167	17 %
Other expense (income):				
Total other income, net	(69,434)	(2)%	(80,135)	(3)%
Income before income taxes	658,755	23 %	507,302	21 %
Provision for income taxes	215,451	7 %	114,226	5 %
Net income	$ 443,304	15 %	$ 393,076	16 %

Note: Percentages may not sum due to rounding.

Revenue

Revenue increased by $451 million, or 18%, for the year ended December 31, 2025, as compared to the year ended December 31, 2024. The overall increase was driven by an 11% increase in gross spend on our platform, which was primarily driven by more overall advertising campaigns executed by new and existing clients, increased application of and changes in the mix of revenue-generating value-added services and data and higher spend per campaign. The increase in revenue was also driven by a higher proportion of revenue earned from client spend due to increased utilization of our value-added services and data; and higher platform fees. Enhancements to our platform and the value-added services and data available to clients in 2025, including from Kokai and other features, and increased pricing associated with value-added services and data, enabled both our clients and us to capture increased value and drove higher utilization of our value-added services and data.

Revenue earned from gross spend on our platform may fluctuate from period to period based on the types of services rendered and the extent to which our platform's value-added services and data are utilized by clients; our client and channel mix; changes in our platform or related offerings; pricing; volume discounts; and the amount of certain costs of supplier-provided components of value-added services and data recorded as reductions to revenue versus as expenses in platform operations.

Platform Operations

Platform operations expense increased by $147 million, or 31%, for the year ended December 31, 2025, as compared to the year ended December 31, 2024. The increase was primarily due to increases of $123 million in hosting costs and $20 million in personnel costs, which included a $5 million increase in stock-based compensation. The increase in hosting costs was primarily attributable to support costs relating to the increased use of our platform to query ad opportunities and purchase ad impressions on the platform, increased use of features by our technical teams in support of our platform and investment in new data centers to support the continued growth of our platform. The increase in personnel costs was primarily due to headcount growth as well as the increase in stock-based compensation driven by new equity awards.

We expect platform operations expense to increase in absolute dollars in future periods as we continue to experience an increased volume of queries per second ("QPS") and media impressions purchased through our platform;

invest in our hosting capabilities, including to support new technical features and functionality of our platform and related offerings and our growing our growing AI and machine learning capabilities, subject to rising prices for data center components; and hire additional personnel to support our clients. Platform operations expense also may vary due to the amount of certain costs of supplier-provided components of value-added services and data recorded as platform operations expense versus as reductions to revenue.

Sales and Marketing

Sales and marketing expense increased by $98 million, or 18%, for the year ended December 31, 2025, as compared to the year ended December 31, 2024. The increase was primarily due to increases of $74 million in personnel costs, which included a $13 million increase in stock-based compensation, $17 million in marketing costs and $7 million in allocated facilities costs. The increase in personnel costs was primarily due to headcount growth to support our sales efforts and to continue to develop and maintain relationships with our clients, an increase in incentive compensation driven by headcount, an increase in severance benefit costs and an increase in travel costs. The increase in stock-based compensation was primarily driven by new equity awards. The increase in marketing costs was primarily due to an increase in marketing campaigns, creatives, client engagement, sponsorships and marketing events. The increase in allocated facilities costs was primarily driven by new leases for additional office space to support our future growth as well as office support expenses.

We expect sales and marketing expenses to increase in absolute dollars in future periods, as we focus on increasing the adoption of our platform and related offerings with existing and new clients and expanding our international business.

Technology and Development

Technology and development expense increased by $62 million, or 13%, for the year ended December 31, 2025, as compared to the year ended December 31, 2024. The increase was primarily due to increases of $52 million in personnel costs, which included a $25 million increase in stock-based compensation, and $6 million in allocated facilities costs. The increase in personnel costs was primarily attributable to headcount growth to maintain and support further development of our platform and related offerings, partially offset by a decrease in taxes on equity awards. The increase in stock-based compensation was primarily driven by new equity awards. The increase in allocated facilities costs was primarily driven by new leases for additional office space to support our future growth as well as office support expenses.

We expect technology and development expense to increase in absolute dollars as we continue to hire additional personnel, invest in the development of our platform and related offerings to support additional platform features and functionality including AI and machine learning, increase the number of advertising inventory and data suppliers and support the anticipated increase in volume of QPS on our platform.

General and Administrative

General and administrative expense decreased by $17 million, or 3%, for the year ended December 31, 2025, as compared to the year ended December 31, 2024. The decrease was primarily due to a $48 million decrease in stock-based compensation, partially offset by increases of $18 million in administrative costs, $11 million in personnel costs and $2 million in allocated facilities costs. The decrease in stock-based compensation was primarily due to a $61 million decrease relating to the CEO Performance Option driven by the graded-vesting attribution method, under which more expense is recognized earlier in the option's life, partially offset by a $13 million increase primarily driven by new equity awards and an acceleration of stock-based compensation in connection with an executive transition. The increase in administrative costs was primarily driven by increases in external professional fees, including legal expenses for various litigation, regulatory and governance matters. The increase in personnel costs was primarily attributable to increased headcount to support our growth, partially offset by a decrease in cash incentive award expenses. The increase in allocated facilities costs was primarily driven by new leases for additional office space to support our future growth as well as office support expenses.

Excluding the impact of the CEO Performance Option, the stock-based compensation for which is expected to be fully recognized by the first quarter of 2026, we expect general and administrative expenses to increase primarily due to continued investment in corporate infrastructure, headcount to support growth and various litigation, regulatory and governance matters, for which expenses may fluctuate from period to period. For additional information regarding the CEO Performance Option, refer to *Note 10— Stock-Based Compensation*.

Other Income, Net

Total other income, net decreased by $11 million for the year ended December 31, 2025, as compared to the year ended December 31, 2024. The decrease was primarily due to lower interest income on our cash and cash equivalents and short-term investments primarily driven by lower amounts invested in money market funds and falling portfolio interest rates.

Provision for Income Taxes

The difference between the effective tax rate in 2025 of 33% and the U.S. federal statutory income tax rate of 21% was primarily due to nondeductible stock-based compensation, net of tax benefits associated with stock-based awards, and the impact of taxes in state and foreign jurisdictions, partially offset by research and development tax credits. For 2025, the provision for income taxes included approximately $9 million of tax benefits associated with stock-based awards and $18 million of research and development tax credits, excluding changes in unrecognized tax benefits.

The difference between the effective tax rate in 2024 of 23% and the U.S. federal statutory income tax rate of 21% was primarily due to nondeductible stock-based compensation, net of tax benefits associated with stock-based awards, and the impact of taxes in foreign and state jurisdictions, partially offset by research and development tax credits. For 2024, the provision from income taxes included approximately $73 million of tax benefits associated with stock-based awards and $30 million of research and development tax credits, excluding changes in unrecognized tax benefits.

On July 4, 2025, the United States enacted the OBBBA, which changes or makes permanent certain tax laws for corporations. The provisions of the OBBBA did not have a material impact on our effective tax rate or total provision for income taxes for the year ended December 31, 2025. However, the OBBBA allows for the accelerated deduction of any remaining unamortized domestic research and development costs over a one-year or two-year period beginning after December 31, 2024, at our election. As a result, during the year ended December 31, 2025, we recognized $175 million relating to domestic research and development costs as income taxes receivable, presented in prepaid expenses and other current assets, with a corresponding reduction in deferred tax assets. While we do not currently expect the provisions of the OBBBA to have a material effect on our effective tax rate or total provision for income taxes in the near term, we continue to monitor for changes in our operations that could be impacted by the legislation.

Refer to *Note 11—Income Taxes* for additional information.

Liquidity and Capital Resources

As of December 31, 2025, we had working capital of $2.0 billion, which included $658 million in cash and cash equivalents, $104 million of which was held by our international subsidiaries, and $645 million in short-term investments in marketable securities. Additionally, we had $445 million available under our Amended Credit Facility (refer to the “Credit Facility” section below). For the year ended December 31, 2025, we generated $993 million in cash flows from operating activities.

We believe our existing cash and cash equivalents, cash flow from operations and our undrawn available balance under our Amended Credit Facility will be sufficient to meet our working capital requirements and investments we make from time to time for at least the next 12 months. We believe our existing cash and cash equivalents, short-term investments and cash flow from operations will be sufficient to fund our share repurchase program. Further, we have a shelf registration statement on Form S-3 on file with the SEC (the “Shelf Registration”), which permits us to issue equity securities and equity-linked securities from time to time, subject to certain limitations. The Shelf Registration is intended to provide us with additional flexibility to access capital markets for general corporate purposes, subject to market conditions and our capital needs. Our future capital requirements and the adequacy of available funds will depend on many factors, including those set forth in *“Item 1A. Risk Factors”* in Part I of this Annual Report on Form 10-K.

In the future, we may attempt to raise additional capital through the sale of equity securities or through equity-linked or debt-financing arrangements, such as a new credit facility arrangement. If we raise additional funds by issuing equity or equity-linked securities, the ownership of our existing stockholders will be diluted. If we raise additional financing by incurring additional indebtedness, we may be subject to increased fixed payment obligations and could also be subject to additional restrictive covenants, such as limitations on our ability to incur additional debt, and other operating restrictions that could adversely impact our ability to conduct our business. Any future indebtedness we incur may result in terms that could be unfavorable to equity investors.

There can be no assurance that we will be able to raise additional capital. The inability to raise capital would adversely affect our ability to achieve our business objectives. In addition, if our operating performance during the next 12 months is below our expectations, our liquidity and ability to operate our business could be adversely affected. We are closely monitoring the effect that current macroeconomic factors may have on our working capital requirements.

Credit Facility

On June 15, 2021, we and a syndicate of banks, led by JPMorgan Chase Bank, N.A., as agent, entered into a Loan and Security Agreement (the "Credit Facility"). The Credit Facility consists of a $450 million revolving loan facility, with a $20 million sublimit for swingline borrowings and a $15 million sublimit for the issuance of letters of credit. Under certain circumstances, we have the right to increase the Credit Facility by an amount not to exceed $300 million.

On December 17, 2021, we amended the Credit Facility to expand the process for issuing letters of credit and the related invoicing, particularly with respect to letters of credit not denominated in U.S. Dollars. On February 9, 2023, we further amended the Credit Facility (as amended, the "Amended Credit Facility") to transition from a variable interest rate based on the London Interbank Offered Rate ("LIBOR") to a variable interest rate based on the Secured Overnight Financing Rate ("SOFR").

As of December 31, 2025, we did not have an outstanding debt balance under the Amended Credit Facility. Availability under the Amended Credit Facility was $445 million as of December 31, 2025, which is net of outstanding letters of credit of $5 million. The Amended Credit Facility matures, and all outstanding amounts become due and payable, on June 15, 2026. As of December 31, 2025, we were in compliance with all covenants.

For additional information regarding the Amended Credit Facility, refer to *Note 7—Debt*.

Share Repurchase Program

In February 2023, our board of directors approved a share repurchase program to repurchase our Class A common stock. The share repurchase program, which has no expiration date, is designed to help offset the impact of future share dilution from employee stock issuances. Repurchases under the program may be made in the open market, in privately negotiated transactions or otherwise, with the amount and timing of repurchases determined at our discretion, depending on market conditions and corporate needs. Open market repurchases are structured to occur in accordance with applicable federal securities laws, including within the pricing and volume requirements of Rule 10b-18 under the Exchange Act. We may also, from time to time, enter into Rule 10b5-1 plans to facilitate repurchases of shares under this authorization. This program does not obligate us to acquire any particular amount of Class A common stock, and may be modified, suspended or terminated at any time at the discretion of our board of directors.

As of December 31, 2024, $464 million remained available and authorized for repurchases. At the end of January 2025, an additional $564 million was authorized under this program, bringing the total amount for future repurchases to $1 billion. In October 2025, an additional $500 million was authorized under this program after the previous authorization was used. During the year ended December 31, 2025, we repurchased and subsequently retired 26.2 million shares of our Class A common stock for an aggregate repurchase amount of $1.4 billion. The aggregate repurchase amount for the year ended December 31, 2025, included $10 million relating to the 1% excise tax on share repurchases, net of share issuances, from the IRA. As of December 31, 2025, $150 million remained available and authorized for repurchases. In February 2026, an additional $350 million was authorized under our share repurchase program, bringing the total amount available for future repurchases to $500 million.

Cash Flows

The following table summarizes our cash flows for the periods presented (in thousands):

	Year Ended December 31,	
	2025	2024
Net cash provided by operating activities	$ 992,721	$ 739,456
Net cash used in investing activities	$ (292,632)	$ (157,513)
Net cash used in financing activities	$ (1,411,377)	$ (107,609)

Operating Activities

Our cash flows from operating activities are primarily influenced by growth in our operations, increases or decreases in collections from our clients and related payments to our suppliers for Supplier Components. We typically pay suppliers in advance of collections from our clients. Our collection and payment cycles can vary from period to period. In addition, we expect seasonality to impact cash flows from operating activities on a sequential quarterly basis during the year.

In 2025, cash provided by operating activities of $993 million resulted primarily from net income adjusted for noncash items of $1.3 billion and a net decrease from our operating assets and liabilities of $275 million. The net decrease was primarily due to a $433 million increase in accounts receivable, a $77 million increase in prepaid expenses and other assets and a $64 million decrease in operating lease liabilities, partially offset by a $291 million increase in accounts payable. The increase in accounts receivable resulted primarily from the growth of our business and the timing of cash receipts from clients. The increase in prepaid expenses and other assets was primarily due to the recognition of income taxes receivable for domestic research and development expenses pursuant to the OBBBA and estimated tax payments, partially offset by the tax provision. The decrease in operating lease liabilities was due primarily to rent payments. The increase in accounts payable was due to the growth of our business and the timing of payments to suppliers for Supplier Components.

In 2024, cash provided by operating activities of $739 million resulted primarily from net income adjusted for noncash items of $949 million and a net decrease from our operating assets and liabilities of $209 million. The net decrease was primarily due to a $474 million increase in accounts receivable, a $42 million decrease in operating lease liabilities and a $39 million increase in prepaid expenses and other assets, partially offset by a $299 million increase in accounts payable and a $47 million increase in accrued expenses and other liabilities. The increase in accounts receivable resulted primarily from the growth of our business and the timing of cash receipts from clients. The decrease in operating lease liabilities was due primarily to rent payments. The increase in prepaid expenses and other assets was primarily due to the prepayment of certain travel costs, office lease deposits and software, networking and infrastructure costs to support our platform. The increase in accounts payable was due to the growth of our business and the timing of payments to suppliers for Supplier Components. The increase in accrued expenses and other liabilities was primarily due to an increase in income tax liability driven by the current income tax provision net of tax payments; an increase in various accrued personnel-related costs primarily driven by headcount growth, growth in our business and the timing of accruals and payments; and an increase in the liability related to the ESPP for employee contributions toward the upcoming purchase of shares.

Investing Activities

Our primary investing activities consist of investing in short-term marketable securities, capital expenditures for property and equipment for the expansion of facilities to support our hosting capabilities and growing headcount as well as capital expenditures to develop our software in support of enhancing our platform and related offerings. As our business grows, we expect our capital expenditures to increase, and our other investment activity may increase. Capital expenditures to support our hosting capabilities are also subject to rising prices for data center components, the timing, extent and duration of which cannot be predicted.

In 2025, we used $293 million of cash in investing activities, consisting of $197 million to purchase property and equipment, $79 million of net purchases of short-term investments, $13 million of investments in capitalized software and $4 million for the acquisition of certain assets accounted for as a business combination.

In 2024, we used $158 million of cash in investing activities, consisting of $98 million to purchase property and equipment, $50 million of net purchases of short-term investments and $9 million of investments in capitalized software.

Financing Activities

Our financing activities consist primarily of repurchases of our Class A common stock, proceeds from our stock-based award plans and taxes paid to net settle restricted stock.

In 2025, we used $1.4 billion of cash in financing activities, consisting of $1.4 billion of cash paid for repurchases of Class A common stock and $98 million of taxes paid for restricted stock settlements, partially offset by $43 million of proceeds from the ESPP and $24 million of proceeds from stock option exercises.

In 2024, we used $108 million of cash in financing activities, consisting of $235 million of cash paid for repurchases of Class A common stock and $139 million of taxes paid for restricted stock settlements, partially offset by $216 million of proceeds from stock option exercises and $50 million of proceeds from the ESPP.

Off-Balance Sheet Arrangements

We do not have any relationships with other entities or financial partnerships, such as entities often referred to as structured finance or special purpose entities that have been established for the purpose of facilitating off-balance sheet arrangements or other contractually narrow or limited purposes. We did not have any off-balance sheet arrangements at December 31, 2025, other than the indemnification agreements described below.

Contractual Obligations and Known Future Cash Requirements

Our principal commitments consist of non-cancelable operating leases for our various office and hosting facilities, and other contractual commitments consisting of obligations primarily for our hosting services, hardware providers and providers of software as a service. In certain cases, the terms of the lease agreements provide for rental payments on a graduated basis.

The following table summarizes our non-cancelable contractual obligations as of December 31, 2025 (in thousands):

	Payments Due by Period		
	2026	2027 and Thereafter	Total
Operating lease commitments	$ 90,748	$ 704,445	$ 795,193
Other contractual commitments	226,727	39,123	265,850
Total	$ 317,475	$ 743,568	$ 1,061,043

In January 2026, we entered into non-cancelable commitments of $92 million with certain cloud-based hosting and data-related service providers to support our platform and related offerings. These commitments commence in 2026 and expire in 2028.

As of December 31, 2025, our total amount of gross unrecognized tax benefits was $116 million before netting with deferred tax assets for tax credit carryforwards and is considered a long-term obligation. Due to their nature, there is a high degree of uncertainty regarding the timing of future cash outflows and other events that extinguish these liabilities.

In the ordinary course of business, we enter into agreements in which we may agree to indemnify clients, suppliers, vendors, lessors, business partners, lenders, stockholders and other parties with respect to certain matters, including losses resulting from claims of intellectual property infringement, damages to property or persons, business losses or other liabilities. Generally, these indemnity and defense obligations relate to our own business operations, obligations and acts or omissions. However, under some circumstances, we agree to indemnify and defend contract counterparties against losses resulting from their own business operations, obligations and acts or omissions, or the business operations, obligations and acts or omissions of third parties. These indemnity provisions generally survive termination or expiration of the agreements in which they appear. In addition, we have entered into indemnification agreements with our directors, executive officers and other officers that will require us to indemnify them against liabilities that may arise by reason of their status or service as directors, officers or employees. In the ordinary course of business, demands have been made upon us to provide indemnification under such agreements, but we are not aware of any claims that could have a material effect on our consolidated financial statements. Accordingly, no material amounts have been recorded at December 31, 2025.

Non-GAAP Financial Measures

In addition to our GAAP results, we consider certain non-GAAP financial measures, including Adjusted EBITDA as described below. Management believes that Adjusted EBITDA allows investors to evaluate the Company's performance using one of the same key operating measures as used by management and securities analysts.

This Non-GAAP financial measure is supplemental to our GAAP measures, and this non-GAAP financial measure should *not* be considered in isolation of, as a replacement for or as superior to corresponding, similarly captioned, GAAP measures.

Adjusted EBITDA

We use Adjusted EBITDA to evaluate our financial performance, operational efficiency and profitability and for certain financial and operational decision-making purposes, including annual budgeting and evaluating the effectiveness of business strategies. We define Adjusted EBITDA as net income before depreciation and amortization expense; stock-based compensation expense; interest income, net; and provision for income taxes. Adjusted EBITDA is influenced primarily by fluctuations in our revenue and operating expenses, except for the income and expenses it excludes. Fluctuations impacting revenue and operating expenses are described above in "—Results of Operations".

We believe Adjusted EBITDA helps identify underlying trends in our business that could be masked by the effect of the income and expenses that it excludes. Adjusted EBITDA is frequently used by investors and securities analysts to measure a company's operating performance. However, Adjusted EBITDA should not be considered as an alternative to net income, income from operations or any other measure of financial performance calculated and presented in accordance with GAAP. Limitations of Adjusted EBITDA include, for example:

- Adjusted EBITDA does not reflect: (1) changes in, or cash requirements for, our working capital needs or contractual obligations, (2) the potentially dilutive impact of stock-based compensation, which will continue for the foreseeable future and represent recurring expense and a key part of our compensation strategy, (3) interest income earned from cash and cash equivalents and short-term investments or interest expense relating to our Amended Credit Facility or (4) tax payments that may represent a reduction in cash available to us;
- Although depreciation and amortization expense are non-cash expenses, the assets that are depreciated or amortized — such property and equipment and capitalized software development costs — may have to be replaced or expanded in the future, and Adjusted EBITDA does not reflect cash capital expenditure requirements for such replacements or expansions; and
- Other companies may calculate Adjusted EBITDA differently than we do, limiting its usefulness as a comparative measure.

The following table presents a reconciliation of net income, the most comparable GAAP measure, to Adjusted EBITDA for the years ended December 31, 2025 and 2024 (in thousands):

	Year Ended December 31,	
	2025	2024
Net income	$ 443,304	$ 393,076
Add back (deduct):		
Depreciation and amortization expense	115,784	87,490
Stock-based compensation expense	490,627	494,699
Interest income, net	(68,717)	(78,842)
Provision for income taxes	215,451	114,226
Adjusted EBITDA	$ 1,196,449	$ 1,010,649

Critical Accounting Policies and Estimates

Our consolidated financial statements are prepared in accordance with GAAP. The preparation of these consolidated financial statements requires us to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenue, expenses and related disclosures. We evaluate our estimates and assumptions on an ongoing basis. Our

estimates are based on historical experience and various other assumptions that we believe to be reasonable under the circumstances. Actual results could differ from these estimates.

We believe that the assumptions and estimates associated with the evaluation of revenue recognition criteria, including the determination of revenue recognition as net versus gross in our revenue arrangements, stock-based compensation expense and income taxes have the greatest potential impact on our consolidated financial statements. Therefore, we consider these to be our critical accounting policies and estimates.

Revenue Recognition

We generate revenue from clients who enter into agreements with us to use our platform to purchase advertising inventory, value-added services and data. We charge our clients for total spend on our platform, which includes spend and fees on advertising inventory, value-added services and data to support those purchases, in addition to the platform fee that is generally based on a percentage of our clients' total spend.

Generally, we report revenue net of amounts we pay suppliers for Supplier Components. Judgment is required to determine whether we are the principal and report revenue on a gross basis for Supplier Components or the agent and report revenue on a net basis for the amount of fees charged to the client. In this assessment, we consider if we obtain control of the specified service before it is transferred to the client, as well as other indicators such as the party primarily responsible for fulfillment, inventory risk and discretion in establishing price.

From time to time, we may enter into agreements with data suppliers where the purchased data is used to inform and improve our platform, generally at no additional charge to our clients outside of our standard fees. Costs associated with this data ("data-related costs") are recorded in platform operations expense. We continue to monitor changes in our platform and related offerings to assess whether the related third-party costs of supplier-provided components of value-added services and data should be recognized as reductions to revenue or expenses included in platform operations under the principal versus agent criteria.

For additional information regarding revenue and the assumptions used for determining our revenue recognition refer to *Note 2—Basis of Presentation and Summary of Significant Accounting Policies*.

Stock-Based Compensation

Stock-based compensation expense related to stock options, restricted stock awards and units (collectively, "restricted stock"), and awards granted under the ESPP is measured and recognized in our consolidated financial statements based on the fair value of the awards granted. In October 2021, we granted the CEO Performance Option under the 2016 Incentive Award Plan. The fair values of our ESPP and stock option awards are estimated on the grant date using the Black-Scholes option-pricing model, except for the CEO Performance Option that was estimated using the Monte Carlo valuation model. The fair value of restricted stock is calculated using the closing market price of our common stock on the date of grant.

Stock-based compensation expense related to restricted stock and stock options is recognized on a straight-line basis over the requisite service periods of the awards, which is generally four years. Stock-based compensation for the CEO Performance Option, which was granted in 2021, is recognized on a graded-vesting basis over a derived service period of approximately five years but may be accelerated if the vesting criteria is met prior to the estimated performance period. Stock-based compensation expense for ESPP awards is recognized on a graded-vesting attribution basis over the requisite service period of each award.

Determining the fair value of stock options and ESPP awards requires judgment, and the models described above require the input of subjective assumptions such as the estimate of the volatility of the underlying common stock and the derived service period of the CEO Performance Option. For stock options granted in 2024 and thereafter, we determined the expected term of our stock options using historical option exercise behavior after obtaining sufficient historical exercise data. Prior to 2024, we applied the simplified approach in which the expected term of an award is presumed to be the mid-point between the vesting date and the expiration date of the award. This change did not materially impact stock-based compensation expense.

On May 27, 2025, our stockholders approved the 2025 Incentive Award Plan (the "Incentive Award Plan"), an amendment and restatement of the original 2016 Incentive Award Plan (the "2016 Plan"). The changes from the 2016 Plan

to the Incentive Award Plan included removing the ten-year plan expiration date and providing other minor technical and administrative updates. Existing stock-based awards granted under the 2016 Plan continue unchanged under the Incentive Award Plan, and the provision for annual increases in shares authorized for grant under the Incentive Award Plan ended on and included January 1, 2026. These changes did not materially impact our financial statements for the year ended December 31, 2025. We do not currently expect the new or modified provisions of the Incentive Award Plan to materially impact our financial statements in the near term.

For additional information regarding stock-based compensation and the assumptions used for determining the fair value of stock options and ESPP awards, refer to *Note 2—Basis of Presentation and Summary of Significant Accounting Policies* and *Note 10—Stock-Based Compensation.*

Income Taxes

Our income tax provision may be significantly affected by changes to our estimates for tax in jurisdictions in which we operate, changes to the evaluation of the realizability of our deferred tax assets and changes to other estimates utilized in determining the global effective tax rate. Actual results may also differ from our estimate based on changes in economic conditions. Regarding the realizability of deferred tax assets, and the determination of their valuation allowance, actual taxable income could differ from projected taxable income in future periods. Such changes could have a substantial impact on the income tax provision and deferred income tax assets and liabilities. We evaluate the judgments surrounding our estimates and make adjustments, as appropriate, each reporting period.

For additional information regarding income taxes and the assumptions used for determining our income tax provision, as well as our related deferred income tax assets and liabilities, and the impact of other tax legislation such as the OBBBA, refer to *Note 2—Basis of Presentation and Summary of Significant Accounting Policies* and *Note 11—Income Taxes*.

Recently Issued Accounting Pronouncements

Refer to *Note 2—Basis of Presentation and Summary of Significant Accounting Policies* of our consolidated financial statements.

Item 7A. Quantitative and Qualitative Disclosures About Market Risk

We have operations within the United States and internationally, and we are exposed to market risks in the ordinary course of our business. These risks include primarily interest rate and foreign currency exchange rate risk.

Interest Rate Risk

We are exposed to market risk from changes in interest rates on our Amended Credit Facility, which accrues interest at a variable rate, and our short-term investments. No amount was owed on our Amended Credit Facility as of December 31, 2025. We have not used any derivative financial instruments to manage our interest rate risk exposure. Based upon the short-term investments amount as of December 31, 2025, a hypothetical one percentage point increase or decrease in the interest rate would result in a corresponding increase or decrease in investment income of approximately $6 million annually.

Foreign Currency Exchange Rate Risk

We have foreign currency exchange rate risk relating to transactions denominated in currencies other than the U.S. Dollar, principally the Euro, British Pound, Canadian Dollar, Australian Dollar, Japanese Yen, Indian Rupee, Indonesian Rupiah, Hong Kong Dollar, New Zealand Dollar, South Korean Won and Singapore Dollar. The volatility of exchange rates depends on many factors that we cannot forecast with reliable accuracy. As of December 31, 2025, an immediate 10% adverse change in foreign exchange rates on foreign-denominated accounts would result in a foreign currency loss of approximately $47 million. In the event our non-U.S. Dollar denominated sales and expenses increase, our operating results may be more greatly affected by exchange rate fluctuations.

We enter into forward contracts or other derivative transactions in an attempt to hedge our foreign currency risk. There can be no assurance that such transactions will be effective in hedging some or all of our foreign currency exposures, and under some circumstances they could generate losses for us.

Item 8. Financial Statements and Supplementary Data

THE TRADE DESK, INC.
INDEX TO CONSOLIDATED FINANCIAL STATEMENTS

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholders of The Trade Desk, Inc.

Opinions on the Financial Statements and Internal Control over Financial Reporting

We have audited the accompanying consolidated balance sheets of The Trade Desk, Inc. and its subsidiaries (the "Company") as of December 31, 2025 and 2024, and the related consolidated statements of operations, of stockholders' equity and of cash flows for each of the three years in the period ended December 31, 2025, including the related notes (collectively referred to as the "consolidated financial statements"). We also have audited the Company's internal control over financial reporting as of December 31, 2025, based on criteria established in Internal Control - Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2025 and 2024, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2025 in conformity with accounting principles generally accepted in the United States of America. Also in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2025, based on criteria established in *Internal Control - Integrated Framework* (2013) issued by the COSO.

Basis for Opinions

The Company's management is responsible for these consolidated financial statements, for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting, included in Management's Report on Internal Control over Financial Reporting appearing under Item 9A. Our responsibility is to express opinions on the Company's consolidated financial statements and on the Company's internal control over financial reporting based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud, and whether effective internal control over financial reporting was maintained in all material respects.

Our audits of the consolidated financial statements included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

Definition and Limitations of Internal Control over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Critical Audit Matters

The critical audit matter communicated below is a matter arising from the current period audit of the consolidated financial statements that was communicated or required to be communicated to the audit committee and that (i) relates to accounts or disclosures that are material to the consolidated financial statements and (ii) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

Revenue Recognition

As described in Note 2 to the consolidated financial statements, the Company maintains agreements with each client and supplier in the form of master service agreements, which set out the terms of the relationship and access to the Company's platform. The Company's performance obligation is to provide the use of its platform to clients to develop ad campaigns and select the advertising inventory, value-added services and data to support those campaigns. The Company recognizes revenue at a point in time when a transaction is completed, which is when a bid is won and the client's purchase occurs through the platform. The Company generally reports revenue net of amounts it pays suppliers for the cost of advertising inventory, supplier-provided components of value-added services and data. For the year ended December 31, 2025, the Company's revenue was $2.9 billion.

The principal consideration for our determination that performing procedures relating to revenue recognition is a critical audit matter is the high degree of audit effort in performing procedures related to client purchases through the Company's platform to recognize revenue.

Addressing the matter involved performing procedures and evaluating audit evidence in connection with forming our overall opinion on the consolidated financial statements. These procedures included testing the effectiveness of controls relating to the completeness and accuracy of the revenue recognized, including both manual and automated controls operating over the information generated from the Company's platform and the calculation of revenue invoices based on client purchases. These procedures also included, among others (i) evaluating revenue transactions by testing the issuance and settlement of invoices and credit memos; (ii) tracing transactions not settled to a detailed listing of accounts receivable; (iii) confirming a sample of outstanding client invoice balances at year end and, for confirmations not returned, obtaining and inspecting source documents, including invoices, master service agreements, subsequent cash receipts, and recalculating amounts due, where applicable; and (iv) testing the completeness and accuracy of underlying information provided by management.

/s/ PricewaterhouseCoopers LLP
Los Angeles, California
February 27, 2026

We have served as the Company's auditor since 2015.

THE TRADE DESK, INC.
CONSOLIDATED BALANCE SHEETS
(In thousands, except par values)

	As of December 31,	
	2025	**2024**
ASSETS		
Current assets:		
Cash and cash equivalents	$ 658,175	$ 1,369,463
Short-term investments, net	644,882	552,026
Accounts receivable, net of allowance for credit losses of $12,199 and $11,244 as of December 31, 2025 and 2024, respectively	3,770,194	3,330,343
Prepaid expenses and other current assets	187,753	84,626
TOTAL CURRENT ASSETS	5,261,004	5,336,458
Property and equipment, net	396,819	209,332
Operating lease assets	342,042	263,761
Deferred income taxes	55,700	230,214
Other assets, non-current	97,655	72,186
TOTAL ASSETS	$ 6,153,220	$ 6,111,951
LIABILITIES AND STOCKHOLDERS' EQUITY		
LIABILITIES		
Current liabilities:		
Accounts payable	$ 3,007,651	$ 2,631,213
Accrued expenses and other current liabilities	181,991	177,760
Operating lease liabilities	76,355	64,492
TOTAL CURRENT LIABILITIES	3,265,997	2,873,465
Operating lease liabilities, non-current	359,975	247,723
Other liabilities, non-current	42,857	41,618
TOTAL LIABILITIES	3,668,829	3,162,806
Commitments and contingencies (Note 13)	—	—
STOCKHOLDERS' EQUITY		
Preferred stock, par value $0.000001; 100,000 shares authorized, zero shares issued and outstanding as of December 31, 2025 and 2024	—	—
Common stock, par value $0.000001 Class A, 1,000,000 shares authorized; 432,814 and 452,182 shares issued and outstanding as of December 31, 2025 and 2024, respectively Class B, 95,000 shares authorized; 43,109 and 43,919 shares issued and outstanding as of December 31, 2025 and 2024, respectively	—	—
Additional paid-in capital	3,075,303	2,594,896
Retained earnings (accumulated deficit)	(590,912)	354,249
TOTAL STOCKHOLDERS' EQUITY	2,484,391	2,949,145
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	$ 6,153,220	$ 6,111,951

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

THE TRADE DESK, INC.
CONSOLIDATED STATEMENTS OF OPERATIONS
(In thousands, except per share amounts)

	Year Ended December 31,		
	2025	2024	2023
Revenue	$ 2,896,284	$ 2,444,831	$ 1,946,120
Operating expenses:			
Platform operations	619,067	472,012	365,598
Sales and marketing	644,300	546,517	447,970
Technology and development	525,141	463,319	411,794
General and administrative	518,455	535,816	520,278
Total operating expenses	2,306,963	2,017,664	1,745,640
Income from operations	589,321	427,167	200,480
Other expense (income):			
Interest income, net	(68,717)	(78,842)	(68,508)
Foreign currency exchange loss (gain), net	(717)	(1,293)	993
Total other income, net	(69,434)	(80,135)	(67,515)
Income before income taxes	658,755	507,302	267,995
Provision for income taxes	215,451	114,226	89,055
Net income	$ 443,304	$ 393,076	$ 178,940
Earnings per share:			
Basic	$ 0.91	$ 0.80	$ 0.37
Diluted	$ 0.90	$ 0.78	$ 0.36
Weighted-average shares outstanding:			
Basic	488,278	490,879	489,261
Diluted	493,551	501,924	500,182

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

THE TRADE DESK, INC.
CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY
(In thousands)

	Class A and B Common Stock [1]		Additional Paid-In Capital	Retained Earnings (Accumulated Deficit)	Total Stockholders' Equity
	Shares	Amount			
Balance as of December 31, 2022	490,468	$ —	$ 1,449,825	$ 665,514	$ 2,115,339
Exercise of common stock options	5,232	—	60,525	—	60,525
Issuance of common stock under employee stock purchase plan	886	—	38,482	—	38,482
Issuance of restricted stock, net of forfeitures and shares withheld for taxes	2,450	—	(78,516)	—	(78,516)
Repurchases of Class A common stock	(10,120)	—	—	(647,500)	(647,500)
Stock-based compensation	—	—	496,949	—	496,949
Net income	—	—	—	178,940	178,940
Balance as of December 31, 2023	488,916	—	1,967,265	196,954	2,164,219
Exercise of common stock options	5,768	—	218,410	—	218,410
Issuance of common stock under employee stock purchase plan	1,118	—	47,994	—	47,994
Issuance of restricted stock, net of forfeitures and shares withheld for taxes	2,804	—	(139,095)	—	(139,095)
Repurchases of Class A common stock	(2,505)	—	—	(235,781)	(235,781)
Stock-based compensation	—	—	500,322	—	500,322
Net income	—	—	—	393,076	393,076
Balance as of December 31, 2024	496,101	—	2,594,896	354,249	2,949,145
Exercise of common stock options	1,501	—	24,413	—	24,413
Issuance of common stock under employee stock purchase plan	919	—	44,966	—	44,966
Issuance of restricted stock, net of forfeitures and shares withheld for taxes	3,494	—	(97,654)	—	(97,654)
Issuance of common stock relating to business acquisition	127	—	10,299	—	10,299
Repurchases of Class A common stock	(26,219)	—	—	(1,388,465)	(1,388,465)
Stock-based compensation	—	—	498,383	—	498,383
Net income	—	—	—	443,304	443,304
Balance as of December 31, 2025	475,923	$ —	$ 3,075,303	$ (590,912)	$ 2,484,391

(1) Refer to *Note 9—Capitalization* for discussion of the Company's two classes of common stock.

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

THE TRADE DESK, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS
(In thousands)

	Year Ended December 31,		
	2025	2024	2023
OPERATING ACTIVITIES:			
Net income	$ 443,304	$ 393,076	$ 178,940
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization expense	115,784	87,490	80,418
Stock-based compensation expense	490,627	494,699	491,621
Deferred income taxes	167,690	(76,903)	(61,597)
Noncash lease expense	69,682	57,403	48,955
Other	(19,237)	(7,028)	(17,419)
Changes in operating assets and liabilities:			
Accounts receivable	(432,718)	(474,227)	(554,012)
Prepaid expenses and other current and non-current assets	(76,586)	(38,783)	(26,815)
Accounts payable	291,073	298,919	475,463
Accrued expenses and other current and non-current liabilities	6,926	46,564	35,681
Operating lease liabilities	(63,824)	(41,754)	(52,913)
Net cash provided by operating activities	992,721	739,456	598,322
INVESTING ACTIVITIES:			
Purchases of investments	(954,273)	(679,539)	(608,379)
Maturities of investments	875,754	629,088	555,806
Purchases of property and equipment	(197,011)	(98,238)	(46,790)
Capitalized software development costs	(12,752)	(8,824)	(8,230)
Business acquisition	(4,350)	—	—
Net cash used in investing activities	(292,632)	(157,513)	(107,593)
FINANCING ACTIVITIES:			
Repurchases of Class A common stock	(1,380,422)	(234,784)	(646,597)
Proceeds from exercise of stock options	23,818	216,281	60,525
Proceeds from employee stock purchase plan	42,881	49,989	38,482
Taxes paid relating to net settlement of restricted stock	(97,654)	(139,095)	(78,516)
Net cash used in financing activities	(1,411,377)	(107,609)	(626,106)
Increase (decrease) in cash and cash equivalents	(711,288)	474,334	(135,377)
Cash and cash equivalents—Beginning of year	1,369,463	895,129	1,030,506
Cash and cash equivalents—End of year	$ 658,175	$ 1,369,463	$ 895,129
SUPPLEMENTAL CASH FLOW INFORMATION:			
Cash paid for income taxes, net of refunds [1]	$ 150,114	$ 158,579	$ 151,899
Cash paid for interest	$ 993	$ 986	$ 967
Cash paid for operating lease liabilities	$ 79,362	$ 68,378	$ 63,256
Operating lease assets obtained in exchange for operating lease liabilities	$ 150,272	$ 132,050	$ 27,237
Capitalized assets financed by accounts payable	$ 104,495	$ 20,508	$ 4,684
Assets acquired in a business combination, included in other assets, non-current, in exchange for Class A common stock	$ 10,299	$ —	$ —
Tenant improvements paid by lessor	$ 10,608	$ 6,869	$ —
Stock-based compensation included in capitalized software development costs	$ 7,756	$ 5,623	$ 5,328
Repurchases of Class A common stock in accrued expenses and other current liabilities	$ 9,943	$ 1,900	$ 903

(1) Refer to *Note 11—Income Taxes* for disaggregation of income taxes paid, net of refunds, by jurisdiction.

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

THE TRADE DESK, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Note 1—Nature of Operations

The Trade Desk, Inc. (the "Company") is a global leader in advertising technology. The Company's platform empowers ad buyers to create, manage and optimize digital advertising campaigns across ad formats, channels and devices. The platform's depth, artificial intelligence ("AI") capabilities and rich ecosystem of inventory, publisher and data partner integrations enable superior reach and decisioning for clients. In addition to the primary capabilities provided by its self-service platform, the Company's enterprise application programming interfaces ("APIs") equip its clients with the ability to customize and expand platform functionality.

The Company was originally incorporated in November 2009 and is a Nevada corporation. The Company is headquartered in Ventura, California with offices in various cities in North America, Europe, Asia and Australia.

Note 2—Basis of Presentation and Summary of Significant Accounting Policies

Basis of Presentation and Principles of Consolidation

The accompanying consolidated financial statements are prepared in accordance with accounting principles generally accepted in the United States of America ("GAAP") and include the operations of the Company and its wholly owned subsidiaries. All intercompany transactions have been eliminated in consolidation.

Certain prior year amounts in the consolidated statements of cash flows have been reclassified to conform to the current year presentation. These reclassifications relate to the aggregation of the provision for expected credit losses on accounts receivable presented separately in the prior year consolidated statements of cash flows that are considered immaterial. The reclassifications had no impact to cash flows from operating, investing or financing activities.

Use of Estimates

The preparation of consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ materially from these estimates.

Management regularly evaluates its estimates, primarily those relating to: (1) income taxes, including the realizability of deferred tax assets and the recognition of valuation allowances, (2) assumptions used in the option pricing models to determine the fair value of stock-based compensation, (3) operating lease assets and liabilities, including the incremental borrowing rate and terms and provisions of each lease, (4) allowances for credit losses, (5) the recognition and disclosure of contingent liabilities, (6) the useful lives of long-lived assets and (7) the fair values and recoverable amounts of long-lived assets and any potential impairments. These estimates are based on historical data and experience, as well as various other factors that management believes to be reasonable under the circumstances; the results of which form the basis for making judgments about the carrying value of assets and liabilities that are not readily apparent from other sources.

As of December 31, 2025, the impacts to the Company's business due to geopolitical developments and macroeconomic factors, such as changes in interest rates, foreign currency exchange rates, trade policies and practices, inflation, supply chain disruptions and economic growth continue to evolve. As a result, many of the Company's estimates and assumptions, including the allowance for credit losses, consider macroeconomic factors in the market, which require increased judgment and carry a higher degree of variability and volatility. As events continue to evolve and additional information becomes available, the Company's estimates may change materially in future periods.

Revenue Recognition

The Company generates revenue from clients who enter into agreements with the Company to use its platform to purchase advertising inventory, value-added services and data. The Company charges its clients for total spend on its platform, which includes spend and fees on advertising inventory, value-added services and data to support those purchases, in addition to the platform fee that is generally a percentage of a client's total spend.

The Company determines revenue recognition through the following steps:

- Identification of a contract with a client;
- Identification of the performance obligations in the contract;
- Determination of the transaction price;
- Allocation of the transaction price to the performance obligations in the contract; and
- Recognition of revenue when or as the performance obligations are satisfied.

The Company maintains agreements with each client and supplier in the form of master service agreements ("MSAs"), which set out the terms of the relationship and access to the Company's platform. The Company's performance obligation is to provide the use of its platform to clients to develop ad campaigns and select the advertising inventory, value-added services and data to support those campaigns. The Company recognizes revenue at a point in time when a transaction is completed, which is when a bid is won and the client's purchase occurs through the platform. The transaction price is determined based on the consideration the Company expects to be entitled in exchange for the completion of the transaction. The associated fees are generally not subject to refund or adjustment after a bid is won. Historically, any refunds and adjustments have not been material.

Generally, the Company reports revenue net of amounts it pays suppliers for the cost of advertising inventory, supplier-provided components of value-added services and data (collectively, "Supplier Components"). Judgment is required to determine whether the Company is the principal and reports revenue on a gross basis for Supplier Components or the agent and reports revenue on a net basis for the fees charged to the client. In making this assessment, the Company considers whether it obtains control of a specified service before it is transferred to the client, including indicators such as the party primarily responsible for fulfillment, inventory risk and discretion in establishing price. Considering these factors, generally, the Company determined that it is an agent because it does not control the Supplier Components as it does not have primary responsibility for fulfillment, inventory risk or pricing latitude.

From time to time, the Company may enter into agreements with data suppliers where the purchased data is used to inform and improve the platform, generally at no additional charge to clients outside of the standard fees. Costs associated with this data ("data-related costs") are recorded in platform operations expense.

The Company generally bills clients for their spend on advertising inventory they purchase through the platform and platform fees, value-added services and data, net of allowances ("Gross Billings"). When clients have direct payment relationships with advertising inventory suppliers, the Company does not bill these clients for the cost of advertising inventory. The Company invoices its clients monthly for the purchases occurring during the month. Typically, invoice payment terms are between 30 to 90 days. However, certain agency clients have sequential liability terms where payment is not due to the Company until the agency has received payment from its advertiser clients. Accounts receivable is recorded based on Gross Billings, which are the amounts the Company is responsible to collect. Accounts payable is recorded at the net amount payable to suppliers. Accordingly, both accounts receivable and accounts payable appear large in relation to revenue reported on a net basis.

Refer to *Note 12 — Segment and Geographic Information* for geographic information related to revenue.

Operating Expenses

The Company classifies its operating expenses into the following four categories and allocates overhead such as information technology infrastructure, rent, office support and occupancy charges based on headcount for these categories:

Platform Operations. Platform operations expense consists of expenses related to hosting the Company's platform, which includes "internet traffic" associated with the viewing of available impressions or QPS and computing power to enable technical features and functionality such as AI, purchasing data used to inform and improve the platform and providing support to clients. Platform operations expense includes hosting costs, including depreciation relating to data center computing and networking equipment, personnel costs, data-related costs and amortization of capitalized software costs for platform development. Personnel costs include salaries, stock-based compensation, employee benefit costs, commission costs, bonuses and travel for personnel who support the platform and provide clients with platform support. The Company capitalizes certain costs associated with platform development in other assets, non-current on its consolidated balance sheet and amortizes these costs into platform operations expense over their estimated useful lives.

Sales and Marketing. Sales and marketing expense consists primarily of personnel costs, including salaries, bonuses, stock-based compensation, employee benefits costs, commission costs and travel, for the Company's sales and marketing personnel. Sales and marketing expense also includes costs for market development programs, marketing events, advertising and promotional and other marketing activities. Commissions costs are expensed as incurred as their recognition period is less than one year.

Technology and Development. Technology and development expense consists primarily of personnel costs, including salaries, bonuses, stock-based compensation, employee benefits costs and travel, as well as third-party consultant costs associated with the ongoing development of the Company's platform and related offerings as well as integrations with advertising inventory and data suppliers. Technology and development costs are expensed as incurred, except to the extent that such costs are associated with software development that qualifies for capitalization, which are then recorded as capitalized software development costs included in other assets, non-current on the Company's consolidated balance sheet. The Company amortizes capitalized software development costs relating to the Company's platform to platform operations expense.

General and Administrative. General and administrative expense consists primarily of personnel costs, including salaries, bonuses, stock-based compensation, employee benefits costs and travel associated with the Company's executive, finance, legal, human resources, compliance and other administrative personnel, as well as accounting and legal professional services fees, local business taxes and fees and credit loss expense. Stock-based compensation in general and administrative expenses also includes expense related to the CEO Performance Option, which was granted in 2021.

Stock-Based Compensation

Stock-based compensation expense related to stock options, restricted stock awards and units (collectively, "restricted stock") and awards granted under the Company's amended and restated 2024 employee stock purchase plan (the "ESPP") is measured and recognized in the consolidated financial statements based on the fair value of the awards granted.

The fair values of the ESPP and stock option awards are estimated on the grant date using the Black-Scholes option-pricing model, except for the CEO Performance Option, granted in 2021, that was estimated using the Monte Carlo valuation model. The fair value of restricted stock is calculated using the closing market price of the Company's common stock on the date of grant. Determining the fair value of stock options and ESPP awards requires judgment. The Company's use of the valuation models requires the input of subjective assumptions. The assumptions used in the Company's valuation models represent management's best estimates, which involve inherent uncertainties and the application of management's judgment. The Company will continue to use judgment in evaluating the assumptions related to its stock-based compensation.

These assumptions and estimates are as follows:

Risk-Free Interest Rate. The risk-free interest rate is based on the yields of U.S. Treasury securities with maturities approximating the expected term of the awards.

Expected Term. For stock options granted in 2024 and thereafter, the Company determined its expected term from the Company's historical option exercise behavior. Prior to 2024, there was insufficient historical data relating to stock option exercises, and the Company applied the simplified approach in which the expected term of an award is presumed to be the mid-point between the vesting date and the expiration date of the award. The change in the expected term estimate methodology for stock options, upon obtaining sufficient historical exercise data, did not materially impact stock-based compensation expense. For ESPP awards, the expected term is the time period from the grant date to the respective purchase dates included within each offering period.

Volatility. The Company determines its price volatility based on a blend of its historical volatility, based on daily price observations over a period equivalent to the expected term of the award, and implied volatilities from its traded options. Prior to 2020, the Company determined the price volatility based on a blend of the historical volatilities of a publicly traded peer group, implied volatilities and its historical volatility.

Dividend Yield. The dividend yield assumption is based on the Company's history and current expectations of dividend payouts. The Company has never declared or paid any cash dividends on its common stock and does not anticipate paying any cash dividends in the foreseeable future, so the Company used an expected dividend yield of zero.

Derived Service Period. The stock-compensation expense attribution period for the CEO Performance Option, which was granted in 2021, was developed based on a Monte Carlo simulation of daily stock prices over the performance period.

The ESPP and the CEO Performance Option have a six-month and a one-year holding period with respect to the sale or transfer of purchased or vested common shares, respectively. Due to the holding period, the Company applies a discount to reflect the non-transferability of the shares for the ESPP and the CEO Performance Option.

Stock-based compensation expense related to stock options and restricted stock is recognized on a straight-line basis over the requisite service periods of the awards, which is generally four years. Stock-based compensation for the CEO Performance Option is recognized on a graded-vesting basis over a derived service period of approximately five years but may be accelerated if the vesting criteria are met prior to the estimated performance period. Stock-based compensation expense for ESPP awards is recognized on a graded-vesting attribution basis over the requisite service period of each award. The Company accounts for forfeitures as they occur.

Income Taxes

Deferred income tax assets and liabilities are determined based upon the net tax effects of the differences between the Company's consolidated financial statements carrying amounts and the tax basis of assets and liabilities and are measured using the enacted tax rate expected to apply to taxable income in the years in which the differences are expected to be reversed. A valuation allowance is used to reduce some or all of the deferred tax assets if, based upon the weight of available evidence, it is more likely than not that those deferred tax assets will not be realized.

The Company recognizes the tax benefit from an uncertain tax position only if it is more likely than not that the tax position will be sustained on examination by the taxing authorities, based on the technical merits of the position. The tax benefits recognized in the consolidated financial statements from such positions are then measured based on the largest benefit that has a greater than 50% likelihood of being realized. The Company recognizes interest and penalties accrued related to its uncertain tax positions in its income tax provision in the accompanying consolidated statements of operations.

The Company makes assumptions, judgments and estimates to determine the current income tax provision, tax benefits from uncertain tax positions, deferred tax asset and liabilities and valuation allowance recorded against a deferred tax asset.

The assumptions, judgments and estimates relative to the current income tax provision take into account current tax laws, their interpretation and possible results of foreign and domestic tax audits. Changes in tax law, and their interpretation, could significantly impact the income taxes provided in the Company's consolidated financial statements.

The evaluation of the Company's uncertain tax positions involves significant judgment in the interpretation and application of GAAP and complex domestic and international tax laws, and matters related to the allocation of international taxation rights between countries. Although management believes the Company's reserves are reasonable, no assurance can be given that the final tax outcome of these matters will not be different from that which is reflected in the Company's reserves. Reserves are adjusted considering changing facts and circumstances, such as the closing of a tax examination or the refinement of an estimate.

Assumptions, judgments and estimates relative to the amount of deferred income taxes, and any applicable valuation allowances, take into account future taxable income. Any of the assumptions, judgments and estimates mentioned above could cause the actual income tax obligations to differ from estimates.

Earnings Per Share

Basic earnings per share is calculated by dividing net income by the weighted-average number of common stock shares outstanding. Diluted earnings per share is calculated by dividing net income by the weighted-average number of common stock shares outstanding adjusted for the potentially dilutive impact of stock options, restricted stock and ESPP using the two-class method required for participating securities. Restricted stock awards are considered to be participating securities due to their non-forfeitable dividend rights.

Cash, Cash Equivalents and Marketable Securities

The Company classifies all investments that are readily convertible to known amounts of cash and have maturities of three months or less from the date of purchase as cash equivalents, which consist primarily of money market funds and commercial paper, and those with stated maturities of greater than three months as marketable securities, which primarily consist of corporate debt securities, commercial paper and U.S. government and agency securities. Investments in marketable securities with maturities beyond one year are also classified as short-term available-for-sale securities based on their highly liquid nature and because they are available for current operations.

Cash equivalents and marketable securities are carried at fair value. Realized gains and losses are recognized in other expense (income) on the consolidated statement of operations. Unrealized gains and losses, net of taxes, are included in stockholders' equity. The Company uses Accounting Standards Update ("ASU") No. 2016-13, *Financial Instruments-Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments* (Accounting Standards Codification ("ASC") 326 or "CECL"), to assess the investment portfolio for impairment at the individual security level and evaluates all securities in an unrealized loss position to determine if the impairment is credit related (resulting in realized credit loss, recorded in earnings) or non-credit related (resulting in an unrealized loss, recorded in stockholders' equity). The Company has not recorded any impairment charges for unrealized losses in the periods presented. Credit losses recorded in the statements of operations for the years ended 2025, 2024 and 2023 were not material.

Refer to *Note 6—Cash, Cash Equivalents and Short-Term Investments, Net* for additional information regarding the fair value of cash equivalents and marketable securities.

Accounts Receivable and Allowance for Credit Losses

Accounts receivable are recorded at the invoiced amount, are unsecured and do not bear interest. The Company performs ongoing credit evaluations of its clients and certain advertisers when the Company's agreements with its clients contain sequential liability terms such that client payments are not due to the Company until the client has received payment from its clients who are advertisers. The Company maintains an allowance for credit losses for expected uncollectible accounts receivable, which is recorded as an offset to accounts receivable and changes in such are classified as general and administrative expense on the consolidated statements of operations.

The Company applies ASC 326 to assess the allowance for credit losses. ASC 326 requires the measurement of all expected credit losses for financial assets held at the reporting date based on historical experience, current conditions and reasonable and supportable forecasts. Industry-specific default rates are applied to receivables subject to sequential liability or receivables for which the Company is engaged with the advertiser directly.

For the years ended December 31, 2025 and 2024, the Company's assessment considered business and market disruptions caused by macroeconomic factors, such as changes in interest rates, foreign currency exchange rates, trade policies and practices, inflation, supply chain disruptions, economic growth and estimates of credit defaults by industry. The Company continues to monitor the financial implications of these macroeconomic factors on expected credit losses by reviewing the allowance for credit losses on a quarterly basis. Account balances are charged off against the allowance when the Company believes it is probable the receivable will not be recovered.

The following table presents changes in the accounts receivable allowance for credit losses (in thousands):

	Year Ended December 31,		
	2025	2024	2023
Beginning balance	$ 11,244	$ 12,826	$ 10,477
Add: provision for expected credit losses	1,487	853	2,960
Less: write-offs, net of recoveries	(532)	(2,435)	(611)
Ending balance	$ 12,199	$ 11,244	$ 12,826

Property and Equipment, Net

Property and equipment are recorded at historical cost, less accumulated depreciation and amortization. Depreciation is computed using the straight-line method based upon the following estimated useful lives:

	Years
Computer and networking equipment	2 – 3
Purchased software	3 – 5
Furniture, fixtures and office equipment	5
Leasehold improvements	*

* Leasehold improvements are depreciated on a straight-line basis over the term of the lease, or the useful life of the assets, whichever is shorter.

Repair and maintenance costs are charged to expense as incurred, while improvements are capitalized. When assets are retired or otherwise disposed of, the cost and related accumulated depreciation are removed from the accounts and any resulting gain or loss is reflected in the Company's operating results.

Capitalized Software Development Costs

The Company capitalizes certain costs associated with creating and enhancing internally developed software related to the Company's technology infrastructure ("capitalized software development costs"), which are included in other assets, non-current. These costs include personnel and benefit-related expenses for employees who are directly associated with and devote time to software development projects, and external direct costs of materials and services consumed in developing or obtaining the software. Software development costs that do not qualify for capitalization, as further discussed below, are expensed as incurred and recorded in technology and development expense in the consolidated statements of operations.

Software development activities typically consist of three stages: (1) the planning phase; (2) the application and infrastructure development stage; and (3) the post-implementation stage. Costs incurred in the planning and post implementation phases, including costs associated with the post-configuration training and repairs and maintenance of the developed technologies, are expensed as incurred. The Company capitalizes costs associated with software developed when the preliminary project stage is completed, management implicitly or explicitly authorizes and commits to funding the project and it is probable that the project will be completed and perform as intended. Costs incurred in the application and infrastructure development phases, including significant enhancements and upgrades, are capitalized. Capitalization ends once a project is substantially complete and the software is ready for its intended purpose. Software development costs are amortized to platform operations expense using a straight-line method over the estimated useful life of two years, commencing when the software is ready for its intended use. The straight-line recognition method approximates the manner in which the expected benefit will be derived.

The Company does not transfer ownership of its internally developed software, or lease its software, to third parties.

Cloud Computing Arrangements

Cloud computing arrangements ("CCAs"), such as software as a service and other hosting arrangements, are evaluated for capitalized implementation costs in a similar manner as capitalized software development costs. If a CCA includes a software license, the software license element of the arrangement is accounted for in a manner consistent with the acquisition of other software licenses. If a CCA does not include a software license, the service element of the arrangement is accounted for as a service contract. The Company capitalized certain implementation costs for its CCAs that are service contracts, which are included in other assets, non-current. The Company amortizes capitalized implementation costs in a CCA using a straight-line method over the life of the service contract. The Company capitalized $1 million of CCA implementation costs in 2025 and $2 million of CCA implementation costs in 2024. CCA implementation costs had a gross capitalized value of $15 million and $14 million as of December 31, 2025 and 2024, respectively, and accumulated amortization of $11 million and $9 million as of December 31, 2025 and 2024, respectively. Amortization expense was $2 million, $3 million and $2 million for 2025, 2024 and 2023, respectively. For the years ended December 31, 2025, 2024 and 2023 there were no material impairment charges to CCA implementation costs.

Operating Leases

The Company enters into operating leases for its offices, which have lease terms generally up to 10 years, some of which include options to extend the leases or to terminate the leases with proper notification. Leases with an initial term of 12 months or less are not recorded on the balance sheet. The Company does not have finance leases.

The Company determines if an arrangement is, or contains, a lease at inception. Operating lease assets represent the Company's right to control the use of an identified asset for a period of time, or term, in exchange for consideration, and operating lease liabilities represent its obligation to make lease payments arising from the aforementioned right.

Operating lease assets and liabilities are initially recorded based on the present value of lease payments over the lease term, which includes the minimum unconditional term of the lease, and may include options to extend or terminate the lease when it is reasonably certain at the commencement date that such options will be exercised. As the rate implicit for each of the Company's leases is not readily determinable, the Company uses its incremental borrowing rate, based on the information available at the lease commencement date in determining the present value of its expected lease payments. Operating lease assets also include any initial direct costs and any lease payments made prior to the lease commencement date and are reduced by any lease incentives received. The Company has elected to not separate lease and non-lease components.

Operating lease assets are amortized on a straight-line basis in operating lease expense over the lease term on the consolidated statements of operations. The related amortization, referred to as noncash lease expense, along with the change in the operating lease liabilities are separately presented within the cash flows from operating activities on the consolidated statements of cash flows. The Company records lease expense for operating leases, some of which have escalating rent payments, on a straight-line basis over the lease term.

Certain leases contain provisions for property-related costs that are variable in nature for which the Company is responsible, including common area maintenance and other property operating services. These costs are calculated based on a variety of factors including property values, tax and utility rates, property services fees and other factors.

Refer to *Note 8—Leases* for additional information.

Fair Value of Financial Instruments

Fair value is defined as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. Valuation techniques used to measure fair value must maximize the use of observable inputs and minimize the use of unobservable inputs. Fair value measurements are based on a fair value hierarchy, based on three levels of inputs, of which the first two are considered observable and the last unobservable, which are the following:

Level 1—Quoted prices (unadjusted) in active markets for identical assets or liabilities that the Company has the ability to access at the measurement date.

Level 2—Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly, such as quoted market prices for similar assets and liabilities; quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the asset or liability.

Level 3—Unobservable inputs.

Observable inputs are based on market data obtained from independent sources.

Our cash equivalents and short-term investments in marketable securities are classified within Level 1 or Level 2 of the fair value hierarchy because their fair value is derived from quoted market prices or alternative pricing sources and models utilizing observable market data. The carrying amounts of accounts receivable, prepaid expenses and other current assets, accounts payable, accrued expenses and other current liabilities approximate fair value due to the short-term nature of these instruments. The carrying value of the line of credit approximates fair value based on borrowing rates currently available to the Company for financing with similar terms and were determined to be Level 2.

Certain long-lived assets including capitalized software development costs are also subject to measurement at fair value on a non-recurring basis if they are deemed to be impaired as a result of an impairment review. To date, no material impairments have been recorded on those assets.

Concentration of Risk

Financial instruments that potentially subject the Company to concentration of credit risk consist principally of cash and cash equivalents, short-term investments and accounts receivable. The Company maintains its cash and cash equivalents with financial institutions, and its cash levels exceed the Federal Deposit Insurance Corporation federally insured limits. Short-term investments consist of investments in high-credit quality corporate debt securities, commercial paper, U.S. government securities and U.S. government agency securities.

If all of the Company's individual client contractual relationships were aggregated at the holding company level, two holding companies would each represent more than 10% of Gross Billings in 2025, and one holding company would represent more than 10% of Gross Billings in 2024 and 2023. In 2025, two holding companies accounted for 30% of Gross Billings. In 2024, one holding company accounted for 14% of Gross Billings. In 2023, one holding company accounted for 12% of Gross Billings. The Company generally does not have contractual relationships with holding companies. Rather, in most cases, the Company enters into separate contracts and billing relationships with various of their individual agencies and account for those agencies as separate clients.

As of December 31, 2025, two clients each accounted for at least 10%, and collectively accounted for 30%, of consolidated accounts receivable. As of December 31, 2024, three clients each accounted for at least 10%, and collectively accounted for 42%, of consolidated accounts receivable.

As of December 31, 2025, two suppliers each accounted for at least 10%, and collectively accounted for 34%, of consolidated accounts payable. As of December 31, 2024, two suppliers each accounted for at least 10% and collectively accounted for 36% of consolidated accounts payable.

Foreign Currency Transactions

The Company's reporting currency is the U.S. Dollar, and the functional currency of each of the Company's subsidiaries is the U.S. Dollar. Transactions in foreign currencies are translated into U.S. Dollars at the rates of exchange in effect at the date of the transaction. Net transaction gains or losses are included in foreign currency exchange loss (gain), net in the accompanying consolidated statements of operations.

The Company enters into forward contracts to hedge foreign currency exposures related primarily to the Company's foreign currency denominated accounts receivable. The Company does not designate the foreign exchange forward contracts as hedges for accounting purposes and changes in the fair value of the foreign exchange forward contracts are recorded in foreign currency exchange loss (gain), net in the accompanying consolidated statements of operations. Cash flows at settlement of such foreign exchange forward contracts are classified as operating activities in the consolidated statements of cash flows. The Company's forward contracts generally have terms of 15-30 days. As of December 31, 2025, and 2024, the Company had open forward contracts with aggregate notional amounts of $382 million and $272 million, respectively. The fair value of the open forward contracts was not material.

Recently Adopted Accounting Pronouncements

In December 2023, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") No. 2023-09, Income Taxes (Topic 740): Improvements to Income Tax Disclosures, which requires greater disaggregation of information and consistent categories in the effective tax rate reconciliation and income taxes paid disaggregated by jurisdiction. It also includes certain other amendments to improve the effectiveness of income tax disclosures. The new disclosures required by this guidance were adopted on a retrospective basis and included in *Note 11 - Income Taxes*.

Recent Accounting Pronouncements Not Yet Adopted

In November 2024, the FASB issued ASU No. 2024-03, Income Statement — Reporting Comprehensive Income — Expense Disaggregation Disclosures (Subtopic 220-40): Disaggregation of Income Statement Expenses, which requires additional disclosure of specific expense categories included in the expense captions presented on the statements of operations. The new guidance does not change the expense captions on the statements of operations. In January 2025, the

FASB issued ASU No. 2025-01, Income Statement — Reporting Comprehensive Income — Expense Disaggregation Disclosures (Subtopic 220-40) which clarified the effective date of ASU No. 2024-03. The guidance will be effective on a prospective basis, with an option to apply it retrospectively, for annual periods beginning with the Company's Annual Report on Form 10-K for the year ending December 31, 2027, and for interim periods beginning with the Company's Quarterly Report on Form 10-Q for the quarter ending March 31, 2028. Early adoption is permitted. The Company is currently evaluating the impact of the new guidance on its disclosures.

In July 2025, the FASB issued ASU 2025-05, Financial Instruments-Credit Losses (Topic 326): Measurement of Credit Losses for Accounts Receivable and Contract Assets. The standard amends ASC 326-20 to provide an optional practical expedient (for all entities) and an accounting policy election (for all entities, other than public business entities that elect the practical expedient) related to the estimation of expected credit losses for current accounts receivable and current contract assets that arise from transactions accounted for under Accounting Standards Codification ("ASC") Topic 606. The guidance will be effective on a prospective basis for annual periods, including interim reporting periods, beginning after December 15, 2025, with early adoption permitted. The Company does not expect the provisions of ASU 2025-05 to have a material impact on its financial statements.

In September 2025, the FASB issued ASU 2025-06, Intangibles — Goodwill and Other — Internal-Use Software (Subtopic 350-40): Targeted Improvements to the Accounting for Internal-Use Software. The standard clarifies and modernizes the accounting for costs related to internal-use software. It removes references to software development project stages and clarifies certain requirements for recognition and disclosure of capitalized software development costs and capitalized implementation costs for cloud computing arrangements. The guidance will be effective for annual periods, including interim reporting periods therein, beginning after December 15, 2027, with early adoption permitted. The guidance may be applied using a prospective, retrospective or modified transition approach. The Company is currently evaluating the impact of this guidance on its financial statements and related disclosures.

Note 3—Earnings Per Share

The Company has two classes of common stock, Class A and Class B. Basic and diluted earnings per share ("EPS") attributable to common stockholders for Class A and Class B common stock were the same because they were entitled to the same liquidation and dividend rights.

The computation of basic and diluted EPS is as follows (in thousands, except per share amounts):

	Year Ended December 31,		
	2025	2024	2023
Numerator:			
Net income	$ 443,304	$ 393,076	$ 178,940
Denominator:			
Weighted-average shares outstanding—basic	488,278	490,879	489,261
Effect of dilutive securities	5,273	11,045	10,921
Weighted-average shares outstanding—diluted	493,551	501,924	500,182
Basic earnings per share	$ 0.91	$ 0.80	$ 0.37
Diluted earnings per share	$ 0.90	$ 0.78	$ 0.36
Anti-dilutive equity awards under stock-based award plans excluded from the determination of diluted earnings per share	22,742	284	5,580

Note 4—Property and Equipment, Net

Major classes of property and equipment were as follows (in thousands):

	As of December 31,	
	2025	2024
Computer and networking equipment	$ 284,056	$ 189,821
Purchased software	6,332	14,016
Furniture and fixtures	36,809	29,551
Construction in progress [1]	117,857	34,537
Leasehold improvements	213,978	156,423
Property and equipment, gross	659,032	424,348
Less: Accumulated depreciation	(262,213)	(215,016)
Property and equipment, net	$ 396,819	$ 209,332

(1) Includes leasehold improvement projects that are not yet ready for intended use.

Depreciation expense for years ended December 31, 2025, 2024 and 2023 was $96 million, $67 million and $62 million, respectively. For the years ended December 31, 2025, 2024 and 2023 there were no material impairment charges to property and equipment.

Note 5—Capitalized Software Development Costs

Capitalized software development costs, included in other assets, non-current, were as follows (in thousands):

	As of December 31,	
	2025	2024
Capitalized software development costs, gross	$ 34,513	$ 26,834
Less: Accumulated amortization	(14,584)	(12,213)
Capitalized software development costs, net	$ 19,929	$ 14,621

Amortization expense was $15 million, $16 million and $14 million for the years ended December 31, 2025, 2024 and 2023, respectively. For the years ended December 31, 2025, 2024 and 2023 there were no material impairment charges to capitalized software development costs.

Note 6—Cash, Cash Equivalents and Short-Term Investments, Net

Cash, cash equivalents and short-term investments in marketable securities were as follows (in thousands):

	As of December 31, 2025		
	Cash and Cash Equivalents	Short-Term Investments, Net	Total
Cash	$ 240,916	$ —	$ 240,916
Level 1:			
Money market funds	306,658	—	306,658
Level 2:			
Commercial paper	83,180	133,222	216,402
Corporate debt securities	—	358,919	358,919
U.S. government and agency securities	27,421	152,741	180,162
Total	$ 658,175	$ 644,882	$ 1,303,057

	As of December 31, 2024		
	Cash and Cash Equivalents	Short-Term Investments, Net	Total
Cash	$ 218,448	$ —	$ 218,448
Level 1:			
Money market funds	1,031,413	—	1,031,413
Level 2:			
Commercial paper	101,163	129,879	231,042
Corporate debt securities	3,498	281,775	285,273
U.S. government and agency securities	14,941	140,372	155,313
Total	$ 1,369,463	$ 552,026	$ 1,921,489

The Company's gross unrealized gains and losses from its short-term investments, recorded at fair value, for the years ended December 31, 2025, 2024 and 2023 were immaterial.

The contractual maturities of the Company's short-term investments are as follows (in thousands):

	December 31, 2025
Due in one year	$ 573,132
Due in one to two years	71,750
Total	$ 644,882

Note 7—Debt

Credit Facility

On June 15, 2021, the Company and a syndicate of banks, led by JPMorgan Chase Bank, N.A., as agent, entered into a Loan and Security Agreement (the "Credit Facility"). The Credit Facility consists of a $450 million revolving loan facility, with a $20 million sublimit for swingline borrowings and a $15 million sublimit for the issuance of letters of credit. Under certain circumstances, the Company has the right to increase the Credit Facility by an amount not to exceed $300 million. The Credit Facility is collateralized by substantially all of the Company's assets, including a pledge of certain of its accounts receivable, deposit accounts, intellectual property, investment property, and equipment.

On December 17, 2021, the Company amended the Credit Facility to expand the process for issuing letters of credit and the related invoicing, particularly with respect to letters of credit not denominated in U.S. Dollars. On February 9, 2023, the Company further amended its Credit Facility (as amended, the "Amended Credit Facility") to transition from a variable interest rate based on the London Interbank Offered Rate ("LIBOR") to a variable interest rate based on the Secured Overnight Financing Rate ("SOFR").

Loans under the Amended Credit Facility bear interest at a rate equal to, at the Company's option, an annual rate of either a Base Rate or an adjusted term SOFR rate (defined as SOFR for a specified term plus a credit spread adjustment of 10 basis points, subject to a 0% floor), plus an applicable margin ("Base Rate Borrowings" and "Term SOFR Borrowings"). The Base Rate is defined as a rate per annum for any day equal to the greatest of (1) the rate of interest last quoted by The Wall Street Journal as the "Prime Rate" in the United States, (2) the New York Federal Reserve Bank Rate in effect on such day plus half of 1%, and (3) the adjusted term SOFR rate for a one-month interest period on such day plus 1%. The applicable margin is between 0.25% to 1.25% for Base Rate Borrowings and between 1.25% and 2.25% for Term SOFR Borrowings based on the Company maintaining certain leverage ratios. The fee for undrawn amounts under the Amended Credit Facility ranges, based on the applicable leverage, from 0.200% to 0.350%. The Company is also required to pay customary letter of credit fees, as necessary.

As of December 31, 2025, the Company did not have an outstanding debt balance under the Amended Credit Facility. Availability under the Amended Credit Facility was $445 million as of December 31, 2025, which is net of outstanding letters of credit of $5 million. The Amended Credit Facility matures, and all outstanding amounts become due and payable, on June 15, 2026.

The Amended Credit Facility contains customary conditions to borrowings, events of default and covenants, including covenants that restrict the Company's ability to sell assets, make changes to the nature of the Company's business, engage in mergers or acquisitions, incur, assume or permit to exist additional indebtedness and guarantees, create or permit to exist liens, pay dividends, issue equity instruments, make distributions or redeem or repurchase capital stock or make other investments, engage in transactions with affiliates and make payments in respect of subordinated debt. The Amended Credit Facility also requires the Company to maintain compliance with a maximum ratio of consolidated funded debt to consolidated EBITDA of 3.50 to 1.00. As of December 31, 2025, the Company was in compliance with all covenants.

Note 8—Leases

The components of lease expense were as follows (in thousands):

	Year Ended December 31,		
	2025	2024	2023
Operating lease cost	$ 70,574	$ 56,787	$ 48,866
Short-term lease cost	2,851	2,231	1,898
Variable lease cost	20,975	16,414	12,901
Sublease income	—	(42)	(2,208)
Total lease cost	$ 94,400	$ 75,390	$ 61,457

Supplemental information related to leases were as follows:

	Year Ended December 31,	
	2025	2024
Weighted-average remaining lease term	5.5 years	4.9 years
Weighted-average discount rate	4.8 %	4.3 %

Maturities of lease commitments as of December 31, 2025, were as follows (in thousands):

Year	Amount
2026	$ 90,748
2027	85,097
2028	127,868
2029	118,976
2030	103,821
Thereafter	268,683
Total undiscounted lease commitments	795,193
Less: commitments for leases not yet commenced	(290,979)
Less: interest	(67,884)
Present value of lease liabilities	436,330
Less: operating lease liabilities, current	(76,355)
Operating lease liabilities, non-current	$ 359,975

Note 9—Capitalization

The Class A and Class B common stock have the same rights and preferences including rights to dividends, except the Class B is entitled to ten votes per share and the Class A is entitled to one vote per share. Each share of Class B common stock is convertible into one share of Class A common stock at any time at the option of the holder. In addition, each share of Class B common stock will convert automatically into one share of Class A common stock upon any transfer, except for certain transfers described in the Company's amended and restated articles of incorporation, including, without

limitation, certain transfers for tax and estate planning purposes. The Company's amended and restated articles of incorporation provide that all Class B common stock will convert automatically into Class A common stock on December 22, 2035, unless converted prior to such date pursuant to the Company's amended and restated articles of incorporation.

The Company's board of directors has the discretion to issue shares of preferred stock and determine the rights, preferences, privileges and restrictions, including voting rights, and the designation, preferences, relative rights, participating rights, optional rights or other special rights of any such series of preferred stock.

In February 2023, the Company's board of directors approved a share repurchase program to repurchase its Class A common stock. The share repurchase program, which has no expiration date, is designed to help offset the impact of future share dilution from employee stock issuances. Repurchases under the program may be made in the open market, in privately negotiated transactions or otherwise, with the amount and timing of repurchases to be determined at the Company's discretion, depending on market conditions and corporate needs. Open market repurchases are structured to occur in accordance with applicable federal securities laws, including within the pricing and volume requirements of Rule 10b-18 under the Securities Exchange Act of 1934, as amended (the "Exchange Act"). The Company may also, from time to time, enter into Rule 10b5-1 plans to facilitate repurchases of its shares under this authorization. This program does not obligate the Company to acquire any particular amount of Class A common stock, and may be modified, suspended or terminated at any time at the discretion of the Company's board of directors.

As of December 31, 2024, $464 million remained available and authorized for repurchases. At the end of January 2025, an additional $564 million was authorized under this program, bringing the total amount for future repurchases to $1 billion. In October 2025, an additional $500 million was authorized under this program after the previous authorization was used. During the year ended December 31, 2025, the Company repurchased and subsequently retired 26.2 million shares of its Class A common stock for an aggregate repurchase amount of $1.4 billion. The aggregate repurchase amount for the year ended December 31, 2025, included $10 million relating to the 1% excise tax on share repurchases, net of share issuances, from the Inflation Reduction Act of 2022 ("IRA"). As of December 31, 2025, $150 million remained available and authorized for repurchases. Activity under the share repurchase program was recognized in the consolidated financial statements on a trade-date basis.

Note 10—Stock-Based Compensation

Stock-Based Compensation Expense

Stock-based compensation expense recorded in the consolidated statements of operations was as follows (in thousands):

	Year Ended December 31,		
	2025	2024	2023
Platform operations	$ 34,480	$ 29,310	$ 21,048
Sales and marketing	112,509	99,135	75,924
Technology and development	163,350	138,393	120,823
General and administrative	180,288	227,861	273,826
Total	$ 490,627	$ 494,699	$ 491,621

On September 30, 2023, David R. Pickles stepped down as the Company's Chief Technology Officer and from the Company's board of directors. As a result, Mr. Pickles and the Company mutually agreed to cancel his unvested stock options and restricted stock without payment or replacement, resulting in the recognition of $14 million in incremental stock-based compensation expense, which is included in technology and development expense for the year ended December 31, 2023. No amount of stock-based compensation expense for these cancelled options and restricted stock remained unamortized.

For the years ended December 31, 2025, 2024 and 2023, the Company recognized tax benefits on total stock-based compensation expense, which are reflected in the provision for income taxes in the consolidated statements of operations, of $9 million, $73 million and $53 million, respectively. For the years ended December 31, 2025, 2024 and 2023, the tax benefit realized related to restricted stock vested and stock options exercised during the period was $64 million, $129 million and $91 million, respectively.

Stock-Based Award Plans

The Company is authorized to issue stock options, restricted stock awards, restricted stock units, stock appreciation rights and other stock-based and cash-based awards under its 2025 Incentive Award Plan (the "Incentive Award Plan"), an amendment and restatement of the 2016 Incentive Award Plan (the "2016 Plan"). The changes from the 2016 Plan to the Incentive Award Plan included removing the ten-year plan expiration date and providing other minor technical and administrative updates. Existing stock-based awards granted under the 2016 Plan continue unchanged under the Incentive Award Plan. These changes did not materially impact the Company's financial statements for the year ended December 31, 2025.

As of December 31, 2025, 106.8 million shares remained available for grant under the Company's Incentive Award Plan. The number of shares authorized for grant is subject to increase each year on January 1, equal to the lesser of (a) 4% of the common stock outstanding (on an as-converted basis) on the final day of the immediately preceding calendar year and (b) such smaller number of shares as determined by the board of directors. On January 1, 2026, the number of shares authorized for grant under the Company's Incentive Award Plan was increased by 19.0 million shares in accordance with plan provisions. This annual increase in shares authorized for grant under the Incentive Award Plan ended after the increase on January 1, 2026. The Incentive Award Plan will continue without an expiration date until terminated by the plan administrator.

Stock Options, Excluding the CEO Performance Option

Stock options granted under the Company's stock incentive plans generally vest over four years, subject to the holder's continued service through the vesting date and expire no later than 10 years from the date of grant.

The following summarizes stock option activity:

	Shares Under Options (in thousands)	Weighted-Average Exercise Price	Weighted-Average Contractual Life (years)	Aggregate Intrinsic Value (in thousands)
Outstanding as of December 31, 2024	9,813	$ 43.31		
Granted	4,583	52.11		
Exercised	(1,501)	16.11		
Expired/Forfeited	(1,686)	66.30		
Outstanding as of December 31, 2025	11,209	$ 47.09	6.2	$ 85,680
Exercisable as of December 31, 2025	6,394	$ 38.41	4.2	$ 85,654

The fair value of options on the date of grant was estimated based on the Black-Scholes option pricing model. The weighted-average assumptions used to value options granted to employees for the periods presented were as follows:

	Year Ended December 31,		
	2025	2024	2023
Expected term (years)	4.0	4.0	6.0
Expected volatility	64.6 %	58.5 %	64.4 %
Risk-free interest rate	3.91 %	4.70 %	3.71 %
Estimated dividend yield	— %	— %	— %

The weighted-average grant date fair value per share of stock options granted for the years ended December 31, 2025, 2024 and 2023 and were $26.94, $40.82 and $38.69, respectively. The total intrinsic value of options exercised during the years ended December 31, 2025, 2024 and 2023 were $85 million, $333 million and $276 million, respectively.

Stock-based compensation expense related to stock options was $70 million, $62 million and $58 million for the years ended December 31, 2025, 2024 and 2023, respectively. At December 31, 2025, the Company had unrecognized stock-based compensation relating to stock options of approximately $143 million, which is expected to be recognized over a weighted-average period of 3.0 years.

CEO Performance Option

In October 2021, the Company granted a market-based performance award to the Company's Chief Executive Officer (the "CEO Performance Option") under the Company's 2016 Plan. If specified target goals for the per share price of the Company's Class A common stock (ranging from $90.00 to $340.00 per share) and certain other vesting conditions are satisfied, including the CEO's continued service, the CEO may purchase up to a target amount of 16 million shares of Class A common stock, subject to adjustment as discussed in the following sentence, to be earned in eight equal tranches over a maximum term of 10 years. These target shares are subject to decrease or increase by up to 20% for each tranche based on the relative total shareholder return ("TSR") of the Company's Class A common stock as compared to the TSR of the Nasdaq-100 Index at each vesting tranche, for a maximum of 19.2 million shares. The CEO Performance Option has an exercise price of $68.29 per share and a grant-date fair value of approximately $819 million, which is expected to be expensed on a graded-vesting basis over a derived service period of approximately five years but may be accelerated if the vesting criteria are met prior to the estimated performance period.

The grant-date fair value was estimated based on a Monte Carlo valuation model using the following assumptions:

Expected volatility	63.4 %
Risk-free interest rate	1.55 %
Estimated dividend yield	— %

The CEO Performance Option has a one-year holding period with respect to the sale or transfer of vested shares, with the exception that shares may be transferred during the holding period to cover withholding tax obligations in connection with such exercise and transfers to the CEO's immediate family for estate planning purposes or in connection with charitable or philanthropic activities. Due to the holding period, the Company applied a discount to reflect the non-transferability of the shares.

At December 31, 2024, there were 17.8 million share options outstanding under the CEO Performance Option. There were no options under the CEO Performance Option exercised, granted, expired or forfeited during the year ended December 31, 2025. At December 31, 2025, there were 17.8 million share options outstanding under the CEO Performance Option, with no aggregate intrinsic value and a weighted-average contractual life of 5.8 years. At December 31, 2025, there were 3.4 million share options exercisable under the CEO Performance Option with no aggregate intrinsic value and a weighted-average contractual life of 5.8 years. The total intrinsic value of options exercised under the CEO Performance Option during the year ended December 31, 2024, was $71 million. There were no options under the CEO Performance Option exercised during the year ended December 31, 2023.

On November 8, 2024, the second tranche of the CEO Performance Option vested upon certification by the Company's board of directors, resulting in 2.4 million of additional exercisable options. The vesting of the second tranche did not result in any acceleration of stock-based compensation expense as the tranche's expense had been fully recognized. Stock-based compensation expense of $67 million, $128 million and $198 million for the CEO Performance Option was recorded as a component of general and administrative expense during the years ended December 31, 2025, 2024 and 2023, respectively. At December 31, 2025, the Company had unrecognized stock-based compensation relating to the CEO Performance Option of $5 million that is expected to be recognized over a weighted-average period of 0.2 years, assuming no acceleration of vesting.

Restricted Stock

Restricted stock awards generally vest over four years, subject to the holder's continued service through the vesting date. The following summarizes restricted stock activity:

	Shares (in thousands)	Weighted-Average Grant Date Fair Value Per Share
Unvested as of December 31, 2024	10,197	$ 73.62
Granted	7,931	54.26
Vested	(4,676)	68.28
Forfeited	(1,844)	66.77
Unvested as of December 31, 2025	11,608	$ 63.63

Stock-based compensation expense related to restricted stock was $316 million, $270 million and $212 million for the years ended December 31, 2025, 2024 and 2023, respectively. At December 31, 2025, the Company had unrecognized stock-based compensation relating to restricted stock of approximately $677 million, which is expected to be recognized over a weighted-average period of 2.8 years.

Employee Stock Purchase Plan

In September 2016, the Company established an employee stock purchase plan with 8.0 million shares of Class A common stock available for issuance. On May 28, 2024, the Company's ESPP was approved, which was an amendment and restatement of the 2016 employee stock purchase plan. As of December 31, 2025, 21.2 million shares remained available for grant under the ESPP. The number of shares authorized for grant is subject to increase each year on January 1, equal to the lesser of (a) 8.0 million shares, (b) 1% of the Class A common stock outstanding (on an as-converted basis) on the final day of the immediately preceding calendar year, and (c) such smaller number of shares as determined by the Company's board of directors. On January 1, 2026, the number of shares available for issuance under the Company's ESPP increased by 4.3 million shares in accordance with plan provisions. This annual increase in shares authorized for grant under the ESPP ended after the increase on January 1, 2026. The ESPP will continue without an expiration date until terminated by the plan administrator.

The ESPP provides for offering periods generally up to two years, with purchases occurring and new offering periods commencing generally every six months. ESPP purchases generally occur on May 15th and November 15th each year.

Under the ESPP, all eligible employees are permitted to contribute up to 100% of their compensation, generally through payroll deductions, to purchase shares of Class A common stock, subject to applicable ESPP and statutory limits. At each purchase date, employees are able to purchase shares at 85% of the lower of (1) the closing market price per share of Class A common stock on the employee's enrollment into the applicable offering period and (2) the closing market price per share of Class A common stock on the purchase date. The ESPP has an automatic reset feature, whereby the offering period resets if the fair value of the Company's common stock on a purchase date is less than that on the original offering date.

The fair value of ESPP shares was estimated using the Black-Scholes option pricing model with the following weighted-average assumptions:

	Year Ended December 31,		
	2025	2024	2023
Expected term (years)	1.1	0.6	0.9
Expected volatility	70.1 %	44.0 %	60.3 %
Risk-free interest rate	3.75 %	4.66 %	4.95 %
Estimated dividend yield	— %	— %	— %

The ESPP has a six-month holding period with respect to the sale or transfer of common stock purchased. Due to the holding period, the Company applies a discount to reflect the non-transferability of the shares. Stock-based compensation expense related to the ESPP was $38 million, $35 million and $24 million for the years ended December 31, 2025, 2024 and 2023, respectively. At December 31, 2025, the Company had unrecognized stock-based compensation

relating to ESPP awards of approximately $18 million, which is expected to be recognized over a weighted-average period of 1.1 years.

Note 11—Income Taxes

The following are the domestic and foreign components of the Company's income before income taxes (in thousands):

	Year Ended December 31,		
	2025	2024	2023
Domestic	$ 677,722	$ 579,338	$ 328,853
Foreign	(18,967)	(72,036)	(60,858)
Income before income taxes	$ 658,755	$ 507,302	$ 267,995

The following are the components of the provision for income taxes (in thousands):

	Year Ended December 31,		
	2025	2024	2023
Current:			
Federal	$ 11,117	$ 147,802	$ 120,049
State and local	22,740	33,019	24,827
Foreign	8,886	8,770	5,000
Total current provision	42,743	189,591	149,876
Deferred:			
Federal	160,917	(57,454)	(51,822)
State and local	15,280	(14,853)	(7,842)
Foreign	(3,489)	(3,058)	(1,157)
Total deferred provision	172,708	(75,365)	(60,821)
Total provision for income taxes	$ 215,451	$ 114,226	$ 89,055

A reconciliation of the statutory tax rate to the effective tax rate for the periods presented is as follows:

	Year Ended December 31,					
	2025		2024		2023	
	(in thousands)	%	(in thousands)	%	(in thousands)	%
United States federal statutory income tax rate	$ 138,339	21.0 %	$ 106,533	21.0 %	$ 56,279	21.0 %
State and local income taxes, net of federal income tax effects [1]	30,224	4.6	14,355	2.8	13,579	5.1
Foreign tax effects						
United Kingdom						
Statutory tax rate difference between the United Kingdom and United States	(1,380)	(0.2)	(3,518)	(0.7)	(2,926)	(1.1)
Stock-based awards [2]	(9,075)	(1.4)	(19,808)	(3.9)	(15,132)	(5.6)
Other	(2,244)	(0.3)	(978)	(0.2)	(792)	(0.3)
Changes in valuation allowances [3]	16,784	2.6	42,776	8.4	34,210	12.7
Other foreign jurisdictions	2,136	0.3	2,368	0.5	1,263	0.5
Effect of changes in tax laws or rates enacted in the current period	—	—	—	—	—	—
Effect of cross-border tax laws	(515)	(0.1)	9	0.0	(528)	(0.2)
Tax credits						
Research and development tax credits	(17,781)	(2.7)	(30,038)	(5.9)	(23,918)	(8.9)
Other	33	0.0	—	—	—	—
Changes in valuation allowances	—	—	—	—	—	—
Nontaxable or nondeductible items						
Stock-based awards [2]	47,008	7.1	(4,462)	(0.9)	22,408	8.4
Other	7,130	1.1	5,228	1.0	4,270	1.5
Changes in unrecognized tax benefits	4,792	0.7	1,761	0.4	342	0.1
Other adjustments	—	—	—	—	—	—
Effective income tax rate	$ 215,451	32.7 %	$ 114,226	22.5 %	$ 89,055	33.2 %

(1) For the years ended December 31, 2025, state and local taxes in California, New York, New York City and Illinois made up the majority (greater than 50 percent) of the tax effect in this category. For the years ended December 31, 2024 and 2023, state and local taxes in New York, New York City and Illinois made up the majority (greater than 50 percent) of the tax effect in this category.

(2) Reconciling items for stock-based awards include nondeductible stock-based compensation and benefits or detriments from stock-based awards.

(3) See discussion below regarding the valuation allowance associated with the United Kingdom ("U.K.").

Certain percentages may not foot due to rounding.

Set forth below are income taxes paid, net of refunds (in thousands):

	Year Ended December 31,		
	2025	2024	2023
United States - Federal	$ 98,724	$ 134,717	$ 125,600
United States - State - California*	9,361	*	*
United States - Other State and Local	29,740	18,027	23,286
Foreign	12,289	5,835	3,013
Total income taxes paid, net of refunds	$ 150,114	$ 158,579	$ 151,899

* Income taxes paid, net of refunds, for California do not meet the disaggregation threshold in years 2024 and 2023. Such amounts are not presented as comparative disclosures because such disclosures are not required.

Set forth below are the tax effects of temporary differences that give rise to a significant portion of the deferred tax assets and deferred tax liabilities (in thousands):

	As of December 31,	
	2025	2024
Reserves and allowances	$ 5,971	$ 5,931
Accrued expenses	13,318	13,761
Net operating losses	321,226	292,022
Research and development tax credit	27,762	22,948
Stock-based compensation	33,483	23,431
Prepaid expenses	(1,472)	(1,167)
Property and equipment	(47,327)	(27,171)
Intangibles [(1)]	139,822	161,060
Capitalized software development costs	6,836	181,862
Operating lease assets	(79,563)	(57,846)
Operating lease liabilities	102,815	69,493
Other	8,218	4,495
Valuation allowance	(475,389)	(458,605)
Total deferred tax assets, net	$ 55,700	$ 230,214

(1) As of December 31, 2025 and 2024, includes intangibles associated with international restructuring, net of amortization, offset by a reserve for uncertain tax position. See discussion below.

Realization of the Company's deferred tax assets is dependent primarily on the generation of future taxable income. As of each reporting date, the Company's management considers historical, as well as future, projected taxable income along with other objectively verifiable evidence, both positive and negative. Objectively verifiable evidence includes the realization of tax attributes, assessment of tax credits and utilization of net operating loss carryforwards during the year. During 2025, management recorded an additional $17 million to maintain a full valuation allowance against its U.K. net deferred tax assets, based on the history of cumulative losses and the conclusion that future taxable income may not be available for the utilization of the deferred tax assets for U.K. income tax purposes. The Company expects to maintain this valuation allowance for the near term, until it becomes more likely than not that the benefit of these U.K. deferred tax assets will be realized by way of expected future taxable income. To the extent sufficient positive evidence becomes available, the Company may release all or a portion of its valuation allowance in one or more future periods. A release of the valuation allowance, if any, would result in the recognition of certain deferred tax assets and may result in a material income tax benefit for the period in which such release is recorded.

As of December 31, 2025, for tax return purposes, the Company had federal, state and foreign net operating loss carryforwards of approximately $0.4 million, $10 million and $1.4 billion, respectively. The federal, state and foreign net

operating loss carryforwards are subject to limitations under applicable tax law. State net operating loss carryforwards have varied expiration years beginning in 2032. Federal and foreign net operating losses carry forward indefinitely.

As of December 31, 2025, for tax return purposes, the Company had federal, state and foreign research and development tax credits of approximately $7 million, $38 million and $5 million, respectively, which can be carried forward as prescribed under applicable tax law. Federal and state tax credits will expire at various dates beginning in 2045 and 2035, respectively, unless utilized. Foreign research and development tax credits carry forward indefinitely.

As of December 31, 2025, the Company has not recorded a deferred tax liability for unremitted foreign earnings as the Company's intention is to indefinitely reinvest these earnings outside the United States. Upon distribution of those earnings in the form of a dividend or otherwise, the Company would be subject to both state income taxes and withholding taxes payable to various foreign countries. The amounts of such tax liabilities that might be payable upon repatriation of foreign earnings are not material.

As of December 31, 2025, the Company had gross unrecognized tax benefits of approximately $116 million, $83 million of which is a reduction to deferred tax assets and the remaining $33 million which would affect the Company's effective tax rate if recognized. As of December 31, 2024, the Company had gross unrecognized tax benefits of approximately $107 million, $73 million of which is a reduction to deferred tax assets and the remaining $34 million which would affect the Company's effective tax rate if recognized.

The following table presents changes in gross unrecognized tax benefits (in thousands):

	Year Ended December 31,		
	2025	2024	2023
Beginning balance	$ 106,989	$ 97,703	$ 90,932
Increases related to prior year tax positions	3,158	881	229
Decreases related to prior year tax positions	(504)	—	—
Increases related to current year tax positions	5,923	8,405	6,601
Settlements	—	—	(59)
Expiration of statute of limitations	—	—	—
Ending balance	$ 115,566	$ 106,989	$ 97,703

Interest and penalties related to the Company's unrecognized tax benefits accrued as of December 31, 2025 were not material.

The Company files U.S. federal, state and foreign tax returns. The Company is currently under examination by the Internal Revenue Service for the years ended December 31, 2015, 2016, 2017, 2018, 2019 and 2020. The Company is also currently under examination by various state and foreign jurisdictions.

The Company remains subject to examination for its federal and state tax returns for the periods 2015 through 2024, and 2020 through 2024, respectively. The majority of the Company's foreign subsidiaries remain subject to examination by local taxing authorities for 2019 and subsequent years.

In 2021, the Organization for Economic Cooperation and Development ("OECD") announced an Inclusive Framework on Base Erosion and Profit Shifting, including Pillar Two Model Rules defining the global minimum tax, which calls for the taxation of large multinational corporations at a minimum rate of 15%. Many non-U.S. tax jurisdictions have either recently enacted legislation to adopt certain components of the Pillar Two Model Rules in 2024 (including the European Union Member States) with the adoption of additional components in later years or announced their plans to enact legislation in future years. This legislation did not impact the Company's provision for income taxes or effective tax rate in 2025. The Company continues to monitor for evolving tax legislation in the individual jurisdictions in which it operates and for changes to its operations that could be impacted by legislation.

On July 4, 2025, the United States enacted the One Big Beautiful Bill Act (the "OBBBA"), which changes or makes permanent certain tax laws for corporations, including provisions relating to domestic research and development costs, bonus depreciation and foreign derived intangible income. The primary impact to the Company is the option to immediately deduct research and development costs paid or incurred after December 31, 2024, for income tax purposes. In

addition, the OBBBA allows for the accelerated deduction of any remaining unamortized domestic research and development costs over a one-year or two-year period beginning after December 31, 2024, at the Company's election. As a result, during the year ended December 31, 2025, the Company recognized $175 million relating to domestic research and development costs as income taxes receivable, presented in prepaid expenses and other current assets, with a corresponding reduction in deferred tax assets. The Company continues to monitor for changes in its operations that could be impacted by the legislation.

Note 12—Segment and Geographic Information

The Company's chief operating decision maker is its Chief Executive Officer ("CEO"), who manages the Company and reviews financial information on a consolidated basis. The Company has one primary business activity, its advertising technology platform, as described in *Note 1 – Nature of Operations*. The platform is used by clients globally in a similar manner across geographies, channels and verticals. Accordingly, the Company operates in one operating segment on a consolidated basis: advertising technology platform.

The Company's segment generates revenue from clients who enter into agreements with the Company to use its self-service, cloud-based ad buying platform. The accounting policies of the advertising technology platform segment are the same as those described in *Note 2 – Basis of Consolidation and Summary of Significant Accounting Policies*.

Consolidated net income in the consolidated statements of operations is the measure of financial profit and loss most closely aligned with generally accepted accounting principles that is used by the CEO to assess performance against the Company's annual financial plan as well as to allocate resources, such as decisions regarding headcount goals, significant contracts, internal investments and other items.

The CEO is not regularly provided significant expense information at a greater level of disaggregation than those expenses reported on the consolidated statements of operations. The nature of those expenses is disclosed in *Note 2 – Basis of Consolidation and Summary of Significant Accounting Policies- Operating Expenses.*

As the Company only has one operating segment, revenue, expenses and net income are disclosed in the consolidated statements of operations, and depreciation and amortization expense is disclosed in the consolidated statements of cash flows. Significant non-cash items and expenditures for long-lived assets are disclosed in the consolidated statements of cash flows and in *Note 10 – Stock-Based Compensation*. Segment assets are reported on the consolidated balance sheets as total assets. The Company does not have intra-entity sales or transfers. The following includes interest expense and interest income (in thousands):

	Year Ended December 31,		
	2025	2024	2023
Interest expense	$ 1,790	$ 1,514	$ 1,656
Interest income	(70,507)	(80,356)	(70,164)
Interest income, net	$ (68,717)	$ (78,842)	$ (68,508)

Revenue presented by principal geographic area, based on the address of the clients or client affiliates, was as follows (in thousands):

	Year Ended December 31,		
	2025	2024	2023
United States	$ 2,476,683	$ 2,133,502	$ 1,696,911
International	419,601	311,329	249,209
Total	$ 2,896,284	$ 2,444,831	$ 1,946,120

Amounts presented by principal geographic area for the years ended December 31, 2024 and 2023 have been recast to reflect current-year presentation based on revenue. Supplier Components included as a reduction to revenue but not directly recorded to a geographic area were attributed based on the Gross Billings in the geographic area.

Property and equipment, net and operating lease assets presented by principal geographic area, were as follows (in thousands):

	As of December 31,	
	2025	2024
United States	$ 652,276	$ 366,188
International	86,585	106,905
Total	$ 738,861	$ 473,093

Note 13—Commitments and Contingencies

As of December 31, 2025, the Company had non-cancelable operating lease commitments for office and hosting space that were recorded as operating lease liabilities on the consolidated balance sheets. Refer to *Note 8—Leases* for additional information regarding lease commitments.

As of December 31, 2025, the Company had non-cancelable commitments primarily for its hosting services, hardware providers and providers of software as a service. As of December 31, 2025, these purchase obligations were as follows (in thousands):

Year	Amount
2026	$ 226,727
2027	34,181
2028	4,942
2029	—
2030	—
	$ 265,850

Guarantees, Indemnification and Other

In the ordinary course of business, the Company may provide indemnifications of varying scope and terms to clients, vendors, lessors, business partners and other parties with respect to certain matters, including, but not limited to, losses arising out of breach of such agreements, services to be provided by the Company or from intellectual property infringement claims made by third parties. In addition, the Company has entered into indemnification agreements with directors and certain officers and employees that will require the Company, among other things, to indemnify them against certain liabilities that may arise by reason of their status or service as directors, officers or employees. In the ordinary course of business, demands have been made upon the Company to provide indemnification under such agreements, but there are no claims of which the Company is aware that could have a material effect on the Company's consolidated balance sheets, statements of operations or statements of cash flows. Accordingly, no material amounts have been recorded as of December 31, 2025 and 2024.

The Company is under audit by various domestic and foreign tax authorities. The Company believes that the amount of losses or any estimable range of possible losses with respect to these matters will not, either individually or in the aggregate, have a material adverse effect on its business and consolidated financial statements. Due to the inherent complexity and uncertainty of these matters and judicial process in certain jurisdictions, the final outcome may be materially different from the Company's expectations.

Litigation

From time to time, the Company is subject to various legal proceedings, litigation and claims, either asserted or unasserted, that arise in the ordinary course of business. Although the outcome of the various legal proceedings, litigation and claims cannot be predicted with certainty, management does not believe it is probable that any of these proceedings or other claims will have a material adverse effect on the Company's business, financial condition, results of operations or cash flows. Regardless of the outcome, litigation can have an adverse impact on the Company because of defense and settlement costs, diversion of management resources and other factors.

Litigation Related to 2021 CEO Performance Option

On May 27, 2022, a stockholder filed a derivative lawsuit captioned *Huizenga v. Green*, No. 2022-0461, asserting claims on behalf of the Company against certain members of the Company's board of directors in the Court of Chancery of the State of Delaware. On June 27, 2022, a second derivative lawsuit captioned *Pfeiffer v. Green*, No. 2022-0560, was filed in the Court of Chancery of the State of Delaware alleging substantially similar claims. Those lawsuits were consolidated on August 18, 2022, and a lead plaintiff was appointed on October 7, 2022. The two complaints alleged generally that the defendants breached their fiduciary duties to the Company and its stockholders in connection with the negotiation and approval of the CEO Performance Option. The plaintiffs sought a court order rescinding the CEO Performance Option and monetary damages. On November 10, 2022, the plaintiffs filed a consolidated complaint, and on January 12, 2023, the defendants moved to dismiss the consolidated complaint. On February 14, 2025, the court granted the motions to dismiss under Court of Chancery Rule 23.1 in their entirety and with prejudice, finding that the plaintiffs did not allege facts sufficient to infer that at least half of the Company's board of directors received a material benefit from the CEO Performance Option, lacked independence from Mr. Green, or faced a "substantial likelihood of liability" from having approved the CEO Performance Option. The plaintiffs filed a notice of appeal of the Court of Chancery's decision. The parties completed briefing the appeal on June 13, 2025, and the Delaware Supreme Court heard oral argument on October 22, 2025. On November 5, 2025, the Delaware Supreme Court issued an order affirming the lower court ruling dismissing the action with prejudice.

Litigation Related to Reincorporation

On October 4, 2024, a stockholder filed a class action complaint in the Court of Chancery in the State of Delaware alleging claims for breach of contract against the Company and breach of fiduciary duties against the Company's directors, in connection with the Company's reincorporation from Delaware to Nevada. *Gunderson v. The Trade Desk, Inc.*, No. 2024-1029 (Del. Ch.) (the "Gunderson Action"). On October 24, 2024, the plaintiff filed an amended complaint. The complaint sought, among other things, an order declaring that the Company's conversion required approval by a supermajority of the Company's stockholders and an order enjoining the November 14, 2024 stockholder vote on the conversion. On October 28, 2024, the parties completed expedited briefing on cross motions for partial summary judgment regarding the causes of action asserted in the original complaint, and the court heard oral argument on the motions on October 30, 2024. On November 6, 2024, the court granted the defendants' summary judgment motion and denied the plaintiff's cross-motion, finding that the conversion did not require supermajority approval of the Company's stockholders, and that the defendants did not breach their fiduciary duties by disclosing that the conversion required a vote of a simple majority of the Company's stockholders. The plaintiff chose not to appeal. The case is now proceeding as to the plaintiff's remaining claims that the Company's directors breached their fiduciary duties because the reincorporation to Nevada was substantively and procedurally unfair, and that the transaction is not subject to the business judgment rule because it was not subject to approval by a special committee of the board or by a majority of the disinterested stockholders. The defendants have moved to dismiss, but no briefing schedule has been set. On April 28, 2025, the plaintiff in the Scarantino Action (as defined below) moved to intervene and stay the Gunderson Action. On May 20, 2025, the Court granted the motion to intervene and stayed the Gunderson Action pending completion of the books and records inspection in the Scarantino Action.

On November 15, 2024, a different stockholder filed a complaint in the Court of Chancery of the State of Delaware requesting production of the Company's corporate books and records relating to the Nevada conversion, pursuant to 8 Del. C. § 220. *City of Roseville Employees Retirement System v. The Trade Desk, Inc.*, No. 2024-1173 (Del. Ch.). On November 27, 2024, the parties agreed to stay the proceeding in exchange for the production of certain documents to the plaintiff; the court granted the stay the same day. On April 18, 2025, the stockholder voluntarily dismissed the complaint without prejudice.

On April 24, 2025, a different stockholder filed a complaint in the Court of Chancery of the State of Delaware requesting production of the Company's corporate books and records relating to the Nevada conversion and the Company's dual class capital structure, among other things, pursuant to 8 Del. C. § 220. *Richard Scarantino v. The Trade Desk, Inc.*, No 2025-0442 (Del. Ch.) (the "Scarantino Action"). The case was referred to a Magistrate in Chancery for trial, and a trial was held on July 16, 2025. On July 31, 2025, the Magistrate in Chancery issued a final report, in which she found that the stockholder plaintiff could receive certain limited requested board materials. The stockholder plaintiff filed exceptions to the Magistrate's final report, and briefing on plaintiff's exceptions was completed on September 26, 2025. On December 5, 2025, the Vice Chancellor issued an order denying plaintiff's exceptions and affirming the Magistrate's final ruling. On January 2, 2026, plaintiff filed a notice of appeal of the Vice Chancellor's December 5, 2025, order to the Delaware Supreme Court. The appeal remains pending.

Litigation Related to Securities Class Actions

On February 19, 2025, plaintiff United Union of Roofers, Waterproofers & Allied Workers Local Union No. 8 WBPA Fund filed a purported federal securities class action complaint in the United States District Court, Central District of California, captioned *United Union of Roofers, Waterproofers, and Allied Workers Local Union No. 8 v. The Trade Desk, Inc. et al.* (No. 2:25-cv-01396), against the Company as well as its Chief Executive Officer and then-Chief Financial Officer. The complaint alleged that the defendants made false and misleading statements in violation of Sections 10(b) and 20(a) of the Securities Exchange Act of 1934, as amended, and Rule 10b-5 promulgated thereunder. The action purported to be brought on behalf of those who purchased or otherwise acquired the Company's publicly traded securities between May 9, 2024 and February 12, 2025 and sought unspecified damages and other relief. On March 20, 2025, the court granted the parties' joint stipulation, ordering that defendants need not respond to the complaint, pending the appointment of lead plaintiff and lead counsel.

On March 5, 2025, two additional related purported class action lawsuits were filed in the United States District Court, Central District of California, captioned *Savorelli v. The Trade Desk, Inc. et al.* (No. 2:25-cv-01915), bringing claims against the Company as well as its Chief Executive Officer and then-Chief Financial Officer, and *New England Teamsters Pension Fund v. The Trade Desk, Inc. et al.* (No. 2:25-cv-01936), bringing claims against the Company as well as its Chief Executive Officer, then-Chief Financial Officer and Chief Strategy Officer. Both complaints alleged that the defendants made false and misleading statements, similar to the allegations contained in the *United Union of Roofers* action, in violation of Sections 10(b) and 20(a) of the Securities Exchange Act of 1934, as amended, and Rule 10b-5 promulgated thereunder. The actions were also purportedly brought on behalf of those who purchased or otherwise acquired the Company's publicly traded securities between May 9, 2024 and February 12, 2025 and sought unspecified damages and other relief. On March 18, 2025, the court entered orders relating the *Savorelli* and *New England* actions to the first-filed *United Union of Roofers* action, No. 2:25-cv-01396 (CAS). On March 28, 2025, the court granted the parties' joint stipulations in the *Savorelli* and *New England* matters, ordering that defendants need not respond to the complaints, pending the appointment of lead plaintiff and lead counsel.

On April 21, 2025, several purported shareholders filed motions in the related actions seeking to be appointed lead plaintiff. On June 4, 2025, the court consolidated all three actions and recaptioned the action "In re The Trade Desk, Inc. Securities Litigation," No. 2:25-cv-01396 (the "Consolidated Action"), and appointed Arkansas Public Employees Retirement System and Public Employees Retirement System of Mississippi as lead plaintiff in the Consolidated Action.

Plaintiffs filed a First Amended Consolidated Class Action Complaint ("First Amended Complaint") on August 15, 2025. The First Amended Complaint purports to be brought on behalf of those who purchased or otherwise acquired the Company's publicly traded securities between November 15, 2023 and August 8, 2025. It alleges that the defendants made false and misleading statements in violation of Sections 10(b) and 20(a) of the Securities Exchange Act of 1934, as amended, and Rule 10b-5 promulgated thereunder. The First Amended Complaint also asserts a separate claim under Section 20A alleging that the Company's Chief Executive Officer, then-Chief Financial Officer and Chief Strategy Officer engaged in insider trading during the proposed class period.

Defendants filed a motion to dismiss the Consolidated Action on October 14, 2025. The motion remains pending. The case is still in its early stages. Management believes these claims to be meritless and intends to vigorously defend against them.

Shareholder Derivative Actions

On March 6, 2025 and March 14, 2025, plaintiffs Nathan C. Silva and Daniel Jong, respectively, filed purported shareholder derivative complaints in the United States District Court, Central District of California, captioned *Silva v. Green et al.* (No. 2:25-cv-01975) and *Jong v. Green et al.* (No. 2:25-cv-02268), against current and former officers and directors of the Company, naming the Company as a nominal defendant. The complaints generally arise out of the same allegations contained in the securities class action and allege claims for breach of fiduciary duties and related claims. The actions purport to be brought derivatively on behalf of the Company and seek damages and other various forms of relief. On April 9, 2025, the court granted the parties' stipulations consolidating the shareholder derivative actions and appointing Nathan C. Silva and Daniel Jong as co-plaintiffs and the Brown Law Firm, P.C. and Rigrodsky Law, P.A. as co-lead counsel for plaintiffs. On April 24, 2025, the court granted the parties' stipulation staying the consolidated derivative action until resolution of the motion(s) to dismiss the consolidated securities class action (described above). The order also provided that plaintiffs may file an amended complaint, but defendants are under no obligation to respond during the pendency of the stay.

On September 11, 2025, plaintiff Cara Gardner filed a purported shareholder derivative complaint in the U.S. District Court for the District of Nevada, captioned *Cara Gardner v. Jeff T. Green et al.* (No. 2:25-cv-01712), against current and former officers and directors of the Company, naming the Company as a nominal defendant. The complaint generally arises out of the same allegations contained in the securities class action and alleges claims for breach of fiduciary duties and related claims. The action purports to be brought derivatively on behalf of the Company and seeks damages and other various forms of relief.

On October 3, 2025, plaintiff Ahmed Ibrahim filed a purported shareholder derivative complaint in the U.S. District Court for the District of Nevada, captioned Ahmed Ibrahim v. Jeff T. Green et al. (No. 2:25-cv-01892), against current and former officers and directors of the Company, naming the Company as a nominal defendant. The complaint generally arises out of the same allegations contained in the securities class actions and alleges claims for breach of fiduciary duties and related claims. The action purports to be brought derivatively on behalf of the Company and seeks damages and other various forms of relief.

On October 24, 2025, the Court granted a joint stipulation filed by the Company and plaintiffs Cara Gardner and Ahmed Ibrahim to consolidate the Nevada derivative complaints and stay the actions until resolution of the motion to dismiss the Consolidated Action. The plaintiffs may file a consolidated complaint or designate an operative complaint, but defendants are under no obligation to respond during the pendency of the stay.

Litigation Related to the Company's Platform and Related Offerings

On March 28, 2025, two complaints alleging various wiretapping and privacy tort theories were filed against the Company in the United States District Court, Northern District of California, captioned *Michie & Dryer v. The Trade Desk, Inc.*, No. 3:25-cv-2889 (N.D. Cal.) and *Hernandez-Mendoza v. The Trade Desk, Inc.*, No. 4:25-cv-02923 (N.D. Cal.). A third complaint advancing similar allegations, captioned *Turner v. The Trade Desk, Inc.*, No. 3:25-cv-03136 (N.D. Cal.), was originally filed on March 31, 2025 in the United States District Court, Central District of California, but was voluntarily dismissed and refiled on April 7, 2025 in the United States District Court, Northern District of California. On June 18, 2025, the Court consolidated all three actions and recaptioned the consolidated action "In re The Trade Desk, Inc. Data Privacy Litigation" (No. 3:25-cv-2889), and appointed Lieff Cabraser Heimann & Bernstein, LLP as Interim Lead Counsel, with a Plaintiffs' Executive Committee consisting of Simmons Hanly Conroy LLP, Lowey Dannenberg, P.C. and Bursor & Fisher, P.A. The complaints have now been consolidated into a single consolidated amended complaint, filed July 18, 2025. Plaintiffs seek class certification, unspecified damages, attorneys' fees and various other forms of relief.

On December 18, 2025, the Court denied the Company's motion to dismiss the consolidated amended complaint, except as to plaintiffs' claim for declaratory relief, which the Court dismissed with prejudice. The case is still in its early stages. Management continues to believe the claims asserted in this action to be meritless and intends to vigorously defend against them.

Litigation is inherently uncertain and there can be no assurance that the defense of the various actions will be successful.

Employment Contracts

The Company has entered into agreements with severance terms with certain employees and officers. The Company may be required to accelerate the vesting of certain stock-based awards in the event of changes in control, as defined, and involuntary terminations.

Note 14—Subsequent Events

Effective January 24, 2026, Tahnil Davis, Executive Vice President, Chief Accounting Officer of the Company, was appointed as the Company's principal accounting officer and appointed to serve as the Company's interim Chief Financial Officer and interim principal financial officer. The Company has commenced an external search for a permanent Chief Financial Officer. Alex Kayyal's employment as the Company's Chief Financial Officer, principal financial officer and

principal accounting officer was terminated effective as of January 24, 2026. The Company expects Mr. Kayyal to remain a member of the Company's board of directors through the Company's 2026 annual meeting of stockholders.

In January 2026, the Company entered into non-cancelable commitments of $92 million with certain cloud-based hosting and data-related service providers to support the Company's platform and related offerings. These commitments commence in 2026 and expire in 2028.

In February 2026, an additional $350 million was authorized under the Company's share repurchase program, bringing the total amount available for future repurchases to $500 million. Refer to *Note 9 — Capitalization* for additional information regarding the share repurchase program.

Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure

None.

Item 9A. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

Our management, with the participation of our CEO and Chief Financial Officer ("CFO"), evaluated the effectiveness of our disclosure controls and procedures as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act, as of December 31, 2025. Our disclosure controls and procedures are designed to provide reasonable assurance that information we are required to disclose in the reports we file or submit under the Exchange Act is accumulated and communicated to our management, including our CEO and CFO, as appropriate to allow timely decisions regarding required disclosures, and is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms. Based on this evaluation, our CEO and CFO have concluded that our disclosure controls and procedures were effective at the reasonable assurance level as of December 31, 2025.

Management's Report on Internal Control over Financial Reporting

Management is responsible for establishing and maintaining adequate internal control over financial reporting, as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act. Our internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of our financial statements for external purposes in accordance with generally accepted accounting principles.

Management assessed the effectiveness of our internal control over financial reporting as of December 31, 2025 using the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission in *Internal Control—Integrated Framework* (2013). Based on its assessment, our management, including our CEO and CFO, has concluded that our internal control over financial reporting was effective as of December 31, 2025.

The effectiveness of our internal control over financial reporting as of December 31, 2025 has been audited by PricewaterhouseCoopers LLP, our independent registered public accounting firm, as stated in their report, which appears in *"Item 8. Financial Statements and Supplementary Data"* of this Annual Report on Form 10-K.

Changes in Internal Control over Financial Reporting

There have been no significant changes in our internal control over financial reporting during the quarter ended December 31, 2025 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Inherent Limitations on Effectiveness of Controls

Management recognizes that a control system, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the control system are met. Further, the design of a control system must reflect the fact that there are resource constraints, and the benefits of controls must be considered relative to their costs. Because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that all control issues and instances of fraud or error, if any, have been detected. These inherent limitations include the realities that judgments in decision making can be faulty, and that breakdowns can occur because of a simple error or mistake. Additionally, controls can be circumvented by the individual acts of some persons, by collusion of two or more

people, or by management override of the controls. The design of any system of controls also is based in part upon certain assumptions about the likelihood of future events, and there can be no assurance that any design will succeed in achieving its stated goals under all potential future conditions; over time, controls may become inadequate because of changes in conditions, or the degree of compliance with policies or procedures may deteriorate. Because of the inherent limitations in a cost-effective control system, misstatements due to error or fraud may occur and not be detected.

Item 9B. Other Information

Rule 10b5-1 Trading Plans

Our Section 16 officers and directors (as defined in Rule 16a-1 under the Securities Exchange Act of 1934, as amended, or the "Exchange Act") may from time to time enter into plans for the purchase or sale of Company stock that are intended to satisfy the affirmative defense conditions of Rule 10b5-1(c) under the Exchange Act ("Rule 10b5-1(c)").

During the quarter ended December 31, 2025, none of our Section 16 officers or directors adopted, modified or terminated a "Rule 10b5-1 trading arrangement" or a "non-Rule 10b5-1 trading arrangement" (as defined in Item 408 of Regulation S-K).

Item 9C. Disclosure Regarding Foreign Jurisdictions that Prevent Inspections.

Not applicable.

PART III

Item 10. Directors, Executive Officers and Corporate Governance

The information required by this item will be included in our proxy statement relating to our 2026 annual meeting of stockholders to be filed by us with the SEC no later than 120 days after the close of our fiscal year ended December 31, 2025 (the "Proxy Statement") and is incorporated herein by reference.

We have adopted insider trading policies and procedures, which are included as Exhibit 19.1 to this Annual Report on Form 10-K, that govern the purchase, sale and other dispositions of our securities by directors, officers and employees. These policies and procedures are reasonably designed to promote compliance with insider trading laws, rules and regulations and Nasdaq listing standards.

We have a code of business ethics and conduct that applies to all of our employees, including our Principal Executive Officer, Principal Financial Officer, Principal Accounting Officer and our Board of Directors. A copy of this code, "Code of Business Conduct and Ethics," is available on our website at http://investors.thetradedesk.com. We intend to satisfy the disclosure requirement under Item 5.05 of Form 8-K regarding amendment to, or waiver from, a provision of our Code of Business Conduct and Ethics by posting such information on our investor relations website under the heading " Governance" at http://investors.thetradedesk.com.

Item 11. Executive Compensation

The information required by this item will be included in the Proxy Statement and is incorporated herein by reference.

Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters

The information required by this item will be included in the Proxy Statement and is incorporated herein by reference.

Item 13. Certain Relationships and Related Transactions, and Director Independence

The information required by this item will be included in the Proxy Statement and is incorporated herein by reference.

Item 14. Principal Accountant Fees and Services

The information required by this item will be included in the Proxy Statement and is incorporated herein by reference.

PART IV

Item 15. Exhibits and Financial Statement Schedules

(a) We have filed the following documents as part of this Annual Report on Form 10-K:

1. Consolidated Financial Statements

Refer to Index to Consolidated Financial Statements in "*Item 8. Financial Statements and Supplementary Data"* herein.

2. Financial Statement Schedules

No financial statement schedules are provided because the information called for is not required or is shown in the financial statements of the notes thereto.

3. Exhibits

Exhibits required to be filed as part of this report are:

		Incorporated by Reference			
Exhibit Number	**Exhibit Description**	**Form**	**Filing Date**	**Number**	**Filed Herewith**
3.1	Amended and Restated Articles of Incorporation of The Trade Desk, Inc.	10-Q	11/6/2025	3.1	
3.2	Amended and Restated Bylaws of The Trade Desk, Inc.	8-K	9/17/2025	3.1	
4.1	Reference is made to Exhibits 3.1 and 3.2.				
4.2	Form of Class A Common Stock Certificate.	10-K	2/21/2025	4.2	
4.3	Form of Class B Common Stock Certificate.	10-K	2/21/2025	4.3	
4.4	Description of Securities.				X
10.1*	Loan and Security Agreement, dated as of June 15, 2021, among The Trade Desk, Inc., the lenders party thereto, and JPMorgan Chase Bank, N.A., as administrative agent.	8-K	6/16/2021	10.1	
10.2*	Amendment No. 1 to Loan and Security Agreement, dated as of December 17, 2021, among The Trade Desk, Inc., the lenders and credit issuers party thereto, and JPMorgan Chase Bank, N.A., as administrative agent.	10-K	2/16/2022	10.2	
10.3*	Amendment No. 2 to Loan and Security Agreement, dated as of February 9, 2023, among The Trade Desk, Inc., the lenders and credit issuers party thereto, and JPMorgan Chase Bank, N.A., as administrative agent.	10-K	2/15/2023	10.3	
10.4(a)+	The Trade Desk, Inc. 2010 Stock Plan.	S-1/A	9/6/2016	10.5 (a)	
10.4(b)+	Form of Stock Option Agreement under The Trade Desk, Inc. 2010 Stock Plan.	S-1/A	9/6/2016	10.5 (b)	
10.4(c)+	Exercise Notice under The Trade Desk, Inc. 2010 Stock Plan.	S-1/A	9/6/2016	10.5 (c)	
10.5(a)+	The Trade Desk, Inc. 2015 Equity Incentive Plan.	S-1/A	9/6/2016	10.6 (a)	
10.5(b)+	First Amendment to The Trade Desk, Inc. 2015 Equity Incentive Plan.	S-8	9/22/2016	99.2	
10.5(c)+	Form of Stock Option Agreement under The Trade Desk, Inc. 2015 Equity Incentive Plan.	S-1/A	9/6/2016	10.6 (b)	
10.5(d)+	Form of Stock Option Agreement under The Trade Desk, Inc. 2015 Equity Incentive Plan (with accelerated vesting).	S-1/A	9/6/2016	10.6 (c)	

Exhibit Number	Exhibit Description	Incorporated by Reference			Filed Herewith
Exhibit Number		Form	Filing Date	Number	Filed Herewith
10.5(e)+	Exercise Notice under The Trade Desk, Inc. 2015 Equity Incentive Plan.	S-1/A	9/6/2016	10.6 (d)	
10.6(a)+	The Trade Desk, Inc. 2016 Incentive Award Plan.	S-1	8/22/2016	10.7 (a)	
10.6(b)+	Form of Stock Option Agreement under The Trade Desk, Inc. 2016 Incentive Award Plan.	S-1	8/22/2016	10.7 (b)	
10.6(c)+	Form of Restricted Stock Award Agreement under The Trade Desk, Inc. 2016 Incentive Award Plan.	8-K	12/30/2016	10.1	
10.6(d)+	Form of Restricted Stock Unit Award Agreement under The Trade Desk, Inc. 2016 Incentive Award Plan.	8-K	12/30/2016	10.2	
10.7+	Form of Indemnification Agreement.	S-1	8/22/2016	10.8	
10.8+	Employment Agreement, dated as of May 11, 2017, between The Trade Desk, Inc. and Jeff T. Green.	10-Q	5/11/2017	10.2	
10.9+	Employment Agreement, dated as of August 24, 2020 between The Trade Desk, Inc. and Jay Grant.	10-Q	11/6/2020	10.1	
10.10+	Performance Stock Option Award Agreement under The Trade Desk, Inc. 2016 Incentive Award Plan, dated as of October 6, 2021, between The Trade Desk, Inc. and Jeff Green.	8-K	10/8/2021	10.1	
10.11+	Amendment No. 1 to Employment Agreement, dated as of October 6, 2021, between The Trade Desk, Inc. and Jeff Green.	8-K	10/8/2021	10.2	
10.12+	Employment Agreement, dated March 22, 2024 between The Trade Desk, Inc. and Samantha Jacobson.	10-Q	5/10/2024	10.1	
10.13+	The Trade Desk, Inc. 2024 Employee Stock Purchase Plan.	10-Q	8/8/2024	10.1	
10.14+	Form of Indemnification Agreement.	10-K	2/21/2025	10.16	
10.15+	The Trade Desk, Inc. Non-Employee Director Compensation Policy.	10-Q	5/8/2025	10.1	
10.16+	Offer Letter, dated March 8, 2025, between The Trade Desk, Inc. and Vivek Kundra.	10-Q	5/8/2025	10.2	
10.17+	Employment Agreement, dated March 31, 2025, between The Trade Desk, Inc. and Vivek Kundra.	10-Q	5/8/2025	10.3	
10.18(a)+	The Trade Desk, Inc. 2025 Incentive Award Plan.	10-Q	8/7/2025	10.1	
10.18(b)+	Form of Stock Option Agreement under The Trade Desk, Inc. 2025 Incentive Award Plan.				X
10.18(c)+	Form of Restricted Stock Award Agreement under The Trade Desk, Inc. 2025 Incentive Award Plan.				X
10.18(d)+	Form of Restricted Stock Unit Award Agreement under The Trade Desk, Inc. 2025 Incentive Award Plan.				X
10.19+	Offer Letter, dated August 7, 2025, between The Trade Desk, Inc. and Alex Kayyal.	10-Q	11/6/2025	10.1	
10.20+	Employment Agreement, dated as of August 5, 2025, between The Trade Desk, Inc. and Alex Kayyal.	10-Q	11/6/2025	10.2	
10.21+	Employment Agreement, dated January 23, 2026, between The Trade Desk, Inc. and Tahnil Davis.				X
19.1	Insider Trading Policy.	10-K	2/21/2025	19.1	
21.1	List of Subsidiaries of the Registrant.				X

Exhibit Number	Exhibit Description	Incorporated by Reference			Filed Herewith
Exhibit Number		Form	Filing Date	Number	Filed Herewith
23.1	Consent of PricewaterhouseCoopers LLP, independent registered public accounting firm.				X
24.1	Power of Attorney (included on signature page to this Annual Report on Form 10-K).				X
31.1	Certification of Principal Executive Officer Pursuant to Exchange Act Rules 13a-14(a) and 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.				X
31.2	Certification of Principal Financial Officer Pursuant to Exchange Act Rules 13a-14(a) and 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.				X
32.1(1)	Certifications of Principal Executive Officer and Principal Financial Officer Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.				X
97.1	Policy for Recovery of Erroneously Awarded Compensation.	10-K	2/15/2024	97.1	
101.ins	Inline XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document				X
101.sch	Inline XBRL Taxonomy Schema Linkbase Document				X
101.cal	Inline XBRL Taxonomy Calculation Linkbase Document				X
101.def	Inline XBRL Taxonomy Definition Linkbase Document				X
101.lab	Inline XBRL Taxonomy Label Linkbase Document				X
101.pre	Inline XBRL Taxonomy Presentation Linkbase Document				X
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101)				X

+ Indicates a management contract or compensatory plan or arrangement.

* Portions of this exhibit have been omitted in accordance with Item 601(a)(5) of Regulation S-K. The Trade Desk, Inc. undertakes to furnish a copy of all omitted schedules and exhibits to the SEC upon its request.

(1) The information in this exhibit is furnished and deemed not filed with the Securities and Exchange Commission for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and is not to be incorporated by reference into any filing of The Trade Desk, Inc. under the Securities Act of 1933, as amended, or the Exchange Act, whether made before or after the date hereof, regardless of any general incorporation language in such filing.

Item 16. Form 10-K Summary

None.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized, on the 27th day of February, 2026.

THE TRADE DESK, INC.

By: /s/ TAHNIL DAVIS
Tahnil Davis
Interim Chief Financial Officer, Chief Accounting Officer

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Jeff T. Green and Tahnil Davis, jointly and severally, as his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all amendments to this Annual Report on Form 10-K, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, 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 to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming that all said attorneys-in-fact and agents, or any of them 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 Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

Signature	Title	Date
/s/ JEFF T. GREEN Jeff T. Green	Chief Executive Officer, Director (principal executive officer)	February 27, 2026
/s/ TAHNIL DAVIS Tahnil Davis	Interim Chief Financial Officer, Chief Accounting Officer (interim principal financial officer, principal accounting officer)	February 27, 2026
/s/ LISE J. BUYER Lise J. Buyer	Director	February 27, 2026
/s/ ANDREA CUNNINGHAM Andrea Cunningham	Director	February 27, 2026
/s/ KATHRYN E. FALBERG Kathryn E. Falberg	Director	February 27, 2026
/s/ SAMANTHA JACOBSON Samantha Jacobson	Director	February 27, 2026
/s/ ALEX KAYYAL Alex Kayyal	Director	February 27, 2026
/s/ GOKUL RAJARAM Gokul Rajaram	Director	February 27, 2026
/s/ OMAR TAWAKOL Omar Tawakol	Director	February 27, 2026

DESCRIPTION OF THE COMPANY'S SECURITIES REGISTERED PURSUANT TO SECTION 12 OF THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED

The Trade Desk, Inc. (the "Company," "we," "us," and "our") has one class of securities registered under Section 12 of the Securities Exchange Act of 1934, as amended: our Class A common stock.

DESCRIPTION OF CLASS A COMMON STOCK

Our authorized capital stock consists of 1,095,000,000 shares of common stock, par value $0.000001 per share, and 100,000,000 shares of preferred stock, par value $0.000001 per share. Our common stock is divided into two classes, Class A common stock and Class B common stock. Our authorized Class A common stock consists of 1,000,000,000 shares and our authorized Class B common stock consists of 95,000,000 shares.

The following description of our capital stock and provisions of our amended and restated articles of incorporation and amended and restated bylaws are summaries and are qualified by reference to our amended and restated articles of incorporation and amended and restated bylaws, each of which is an exhibit to the Annual Report on Form 10-K to which this description is an exhibit.

Voting Rights

Except as otherwise expressly provided in our amended and restated articles of incorporation or as required by Nevada law, on any matter that is submitted to a vote of our stockholders, holders of our Class A common stock are entitled to one vote per share of Class A common stock and holders of our Class B common stock are entitled to 10 votes per share of Class B common stock. Unless otherwise required by applicable law or described herein or in our amended and restated articles of incorporation, holders of shares of Class A common stock and Class B common stock vote together as a single class on all matters (including the election of directors) submitted to a vote of stockholders; provided however, that until all shares of Class B common stock have converted into shares of Class A common stock, holders of our Class A common stock, voting as a separate class, are entitled to elect (1) two directors to our board of directors or (2) one director to the board of directors if the total number of authorized directors consists of eight or fewer directors.

Under the terms of our amended and restated articles of incorporation, except as permitted by Nevada law, we may not increase or decrease the authorized number of shares of Class A common stock or Class B common stock without the affirmative vote of the holders of a majority of the voting power of the outstanding shares of our capital stock entitled to vote, voting together as a single class. In addition, we may not issue any shares of Class B common stock (other than upon exercise of options or other rights to acquire Class B common stock or in connection with a reclassification or dividend), unless that issuance is approved by the affirmative vote of the holders of a majority of the outstanding shares of Class B common stock.

We have not provided for cumulative voting for the election of directors in our amended and restated articles of incorporation.

Economic Rights

Except as otherwise expressly provided in our amended and restated articles of incorporation or as required by Nevada law, shares of Class A common stock and Class B common stock have the same rights and privileges and rank equally, share ratably and be identical in all respects as to all matters, including, without limitation, those described below.

Dividends. Any dividend or distributions paid or payable to the holders of shares of Class A common stock and Class B common stock shall be paid pro rata, on an equal priority, pari passu basis, unless different treatment of the shares of each such class is approved by the affirmative vote of the holders of a majority of the outstanding shares of Class A common stock and Class B common stock, each voting separately as a class; provided, however, that if a dividend or distribution is paid in the form of Class A common stock or Class B common stock (or rights to acquire shares of Class A common stock or Class B common stock), then the holders of the Class A common stock shall

receive Class A common stock (or rights to acquire shares of Class A common stock) and holders of Class B common stock shall receive Class B common stock (or rights to acquire shares of Class B common stock).

Subdivisions and Combinations. If we subdivide or combine in any manner outstanding shares of Class A common stock or Class B common stock, then the outstanding shares of all common stock will be subdivided or combined in the same proportion and manner, unless different treatment of the shares of each such class is approved by the affirmative vote of the holders of a majority of the outstanding shares of Class A common stock and Class B common stock, each voting separately as a class.

Change of Control Transaction. In connection with any change of control transaction (as defined in our amended and restated articles of incorporation), the holders of Class A common stock and Class B common stock will be treated equally and identically with respect to shares of Class A common stock or Class B common stock owned by them, unless different treatment of the shares of each class is approved by the affirmative vote of the holders of a majority of the outstanding shares of Class A common stock and Class B common stock, each voting separately as a class.

Conversion

Each share of Class B common stock is convertible at any time at the option of the holder into one share of Class A common stock. In addition, each share of Class B common stock will convert automatically into one share of Class A common stock upon any transfer, whether or not for value and whether voluntary or involuntary or by operation of law, except for certain transfers described in our amended and restated articles of incorporation, including, without limitation, certain transfers for tax and estate planning purposes. In addition, upon the earliest of (1) December 22, 2035; (2) such date and time as determined by our board of directors following the first date on which Jeff Green is none of the following: (a) chief executive officer of the Company, (b) president of the Company or (c) chairman of our board of directors; and (3) a date specified by the holders of at least sixty-six and two-thirds percent (66 2/3%) of the outstanding shares of Class B common stock, all outstanding shares of Class B common stock shall convert automatically into an equal number of shares of Class A common stock, and no additional shares of Class B common stock will be issued.

Choice of Forum

Our amended and restated articles of incorporation provides that, unless we consent in writing to the selection of an alternative form, the state courts located in the State of Nevada will be, to the fullest extent permitted by law, the sole and exclusive forum for any action, suit or proceeding: (1) brought in our name or right or on our behalf; (2) asserting or based upon a claim of breach of a fiduciary duty owed by any of our directors, officers, employees or agents to us or our stockholders; or (3) any action asserting a claim arising pursuant to, or to interpret, apply, enforce or determine the validity of, any provision of the Nevada Revised Statutes, our amended and restated articles of incorporation or our amended and restated bylaws or certain voting trust agreements to which we are a party or a stated beneficiary. Our amended and restated bylaws provide that, unless we consent 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 or causes of action arising under the Securities Act of 1933, as amended, including all causes of action asserted against any defendant to such complaint. Our amended and restated articles of incorporation and amended and restated bylaws also provide that any person or entity purchasing or otherwise acquiring any interest in shares of our capital stock will be deemed to have notice of and to have consented to these choice of forum provisions. It is possible that a court of law could rule that the choice of forum provision contained in our amended and restated articles of incorporation or amended and restated bylaws is inapplicable or unenforceable if it is challenged in a proceeding or otherwise. These choice of forum provisions have important consequences for our stockholders, and could limit our stockholders' ability to choose other forums for disputes with us or our directors, officers, employees or agents.

Preferred Stock – Limitations on the Rights of Holders of Class A Common Stock

Under the terms of our amended and restated articles of incorporation, our board of directors is authorized to direct us to issue shares of preferred stock in one or more series without stockholder approval. Our board of directors has the discretion to determine the rights, preferences, privileges and restrictions, including voting rights, dividend rights, conversion rights, redemption privileges and liquidation preferences, of each series of preferred stock. The

issuance of preferred stock could adversely affect the voting power of holders of our common stock and the likelihood that such holders will receive dividend payments and payments upon liquidation. The issuance of preferred stock, while providing flexibility in connection with possible acquisitions, future financings and other corporate purposes, could have the effect of making it more difficult for a third party to acquire, or could discourage a third party from seeking to acquire, a majority of our outstanding voting stock. .

Anti-Takeover Provisions

Business Combinations Statute

The "business combination" provisions of Sections 78.411 to 78.444, inclusive, of the Nevada Revised Statutes generally prohibit a publicly traded Nevada corporation with at least 200 stockholders of record from engaging in various "combination" transactions with any interested stockholder for a period of up to four years after the date of the transaction in which the person became an interested stockholder, unless (i) the combination or transaction was approved by the board of directors before such person became an interested stockholder or, (ii) if within two years after the date in which the person became an interested stockholder, the combination is approved (a) by the board of directors and (b) at a meeting of the stockholders by the affirmative vote of stockholders representing (I) at least sixty percent (60%) (for a combination within two years after becoming an interested stockholder) or (II) a majority (for combinations between two and four years thereafter) of the outstanding voting power held by disinterested stockholders. Alternatively, a corporation may engage in a combination with an interested stockholder more than two years after such person becomes an interested stockholder if:

- the consideration to be paid to the holders of the corporation's stock, other than the interested stockholder, is at least equal to the highest of: (a) the highest price per share paid by the interested stockholder within the two years immediately preceding the date of the announcement of the combination or the transaction in which it became an interested stockholder, whichever is higher, plus interest compounded annually, (b) the market value per share of common stock on the date of announcement of the combination or the date the interested stockholder acquired the shares, whichever is higher, less certain dividends paid or (c) for holders of preferred stock, the highest liquidation value of the preferred stock, if it is higher; and

- the interested stockholder has not become the owner of any additional voting shares since the date of becoming an interested stockholder except by certain permitted transactions.

A "combination" is generally defined to include (i) mergers or consolidations with the "interested stockholder" or an affiliate or associate of the interested stockholder, (ii) any sale, lease exchange, mortgage, pledge, transfer or other disposition of assets of the corporation, in one transaction or a series of transactions, to or with the interested stockholder or an affiliate or associate of the interested stockholder: (a) having an aggregate market value equal to five percent (5%) or more of the aggregate market value of the assets of the corporation, (b) having an aggregate market value equal to five percent (5%) or more of the aggregate market value of all outstanding shares of the corporation or (c) representing more than ten percent (10%) of the earning power or net income (determined on a consolidated basis) of the corporation, (iii) any issuance or transfer of securities to the interested stockholder or an affiliate or associate of the interested stockholder, in one transaction or a series of transactions, having an aggregate market value equal to five percent (5%) or more of the aggregate market value of all of the outstanding voting shares of the corporation (other than under the exercise of warrants or rights to purchase shares offered, or a dividend or distribution made pro rata to all stockholders of the corporation), (iv) adoption of a plan or proposal for liquidation or dissolution of the corporation with the interested stockholder or an affiliate or associate of the interested stockholder and (v) certain other transactions having the effect of increasing the proportionate share of voting securities beneficially owned by the interested stockholder or an affiliate or associate of the interested stockholder.

In general, an "interested stockholder" means any person who (i) beneficially owns, directly or indirectly, ten percent (10%) or more of the voting power of the outstanding voting shares of a corporation, or (ii) is an affiliate or associate of the corporation that beneficially owned, within two years prior to the date in question, ten percent (10%) or more of the voting power of the then-outstanding shares of the corporation.

Dual-Class Common Stock

As described above, our amended and restated articles of incorporation provide for a dual class common stock structure, which provides holders of our Class B common stock with significant influence over all matters requiring stockholder approval, including the election of directors and significant corporate transactions, such as a merger or other sale of our company or its assets.

Removal of Directors

Our amended and restated articles of incorporation and our amended and restated bylaws provide that a director may be removed only by the affirmative vote of the holders of at least sixty-six and two-thirds percent (66 2/3%) of the voting power of the then-outstanding shares of capital stock that all of our stockholders would be entitled to cast in an election of directors. Any vacancy on our board of directors, including a vacancy resulting from an enlargement of our board of directors, may be filled only by vote of a majority of our directors then in office, and not by the stockholders unless our board of directors otherwise directs.

The limitations on the removal of directors and filling of vacancies could make it more difficult for a third party to acquire, or discourage a third party from seeking to acquire, control of our company.

Amendment of Articles of Incorporation or Bylaws

Nevada law provides generally that a resolution of the board of directors is required to propose an amendment to a corporation's articles of incorporation and that the amendment must be approved by the affirmative vote of a majority of the voting power of all classes entitled to vote, as well as a majority of any class adversely affected. Nevada law also provides that the corporation's bylaws, including any bylaws adopted by its stockholders, may be amended by the board of directors and that the power to adopt, amend or repeal the bylaws may be granted exclusively to the directors in the corporation's articles of incorporation. Stockholder approval is not required for an amendment that consists only of a change to the name of a corporation. Our amended and restated bylaws may be amended or repealed by a majority vote of our board of directors or the affirmative vote of the holders of at least sixty-six and two-thirds percent (66 2/3%) of the votes that all of our stockholders would be entitled to cast in an election of directors. In addition, the affirmative vote of the holders of at least sixty-six and two-thirds percent (66 2/3%) of the votes which all our stockholders would be entitled to cast in an election of directors is required to amend or repeal or to adopt any provisions inconsistent with certain provisions of our amended and restated articles of incorporation, including those described in this paragraph and those relating to the term and removal of our directors, the filling of a vacancy on our board of directors, the calling of special meetings of stockholders, stockholder action by written consent, the elimination of liability of directors and officers to the maximum extent permitted by the Nevada Revised Statutes, indemnification of our directors and officers and choice of forum.

Stockholder Action; Special Meeting of Stockholders

Our amended and restated articles of incorporation and our amended and restated bylaws provide that, except as otherwise required by law, special meetings of our stockholders can only be called by our board of directors, our chairman of our board of directors (or in the event of co-chairmen, either chairman), our chief executive officer, our president (if there is no chief executive officer) or our secretary upon request by one or more stockholders of record who own, or who are acting on behalf of beneficial owners who own, in the aggregate, at least twenty percent (20%) of our outstanding shares of common stock on the record date as determined by our amended and restated bylaws, and who each have owned at least such number of shares in the aggregate continuously from one year prior to the record date through the conclusion of the requested special meeting. In addition, action by written consent by stockholders is permitted under our amended and restated articles of incorporation and amended and restated bylaws.

Advance Notice Requirements for Stockholder Proposals and Director Nominations

Our amended and restated bylaws provide advance notice procedures for stockholders seeking to bring business before annual or special meetings of stockholders or to nominate candidates for election as directors at annual or special meetings of stockholders. Our amended and restated bylaws also specify certain requirements regarding the form and content of a stockholder's notice. These provisions might preclude our stockholders from bringing matters before annual or special meetings of stockholders or from making nominations for directors at annual or special meetings of stockholders if the proper procedures are not followed. We expect that these provisions may also

discourage or deter a potential acquirer from conducting a solicitation of proxies to elect the acquirer's own slate of directors or otherwise attempting to obtain control of our company.

Authorized But Unissued Shares

The authorized but unissued shares of our common stock and preferred stock are available for future issuance without stockholder approval, subject to any limitations imposed by the listing standards of the Nasdaq Global Market ("Nasdaq"). These additional shares may be used for a variety of corporate finance transactions, acquisitions and employee benefit plans. The existence of authorized but unissued and unreserved common stock and preferred stock could make more difficult or discourage an attempt to obtain control of us by means of a proxy contest, tender offer, merger or otherwise.

Transfer Agent and Registrar

The transfer agent and registrar for our common stock is Computershare Trust Company, N.A. The address of the transfer agent and registrar is 250 Royall Street, Canton, Massachusetts 02021.

Listing

Our Class A common stock is listed on Nasdaq under the symbol "TTD".

Exhibit 10.18(b)

THE TRADE DESK, INC.
2025 INCENTIVE AWARD PLAN

STOCK OPTION GRANT NOTICE

The Trade Desk, Inc. (the "***Company***"), pursuant to its 2025 Incentive Award Plan (as may be amended from time to time, the "***Plan***"), hereby grants to the individual listed below (the "***Optionee***"), an option to purchase the number of shares of Class A Common Stock, par value $0.000001 per share, of the Company (the "***Shares***"), set forth below (the "***Option***"), subject to all of the terms and conditions set forth in this Grant Notice and in the Stock Option Agreement attached hereto as Exhibit A (together, the "***Agreement***") and the Plan, each of which is incorporated herein by reference. Unless otherwise defined herein, the terms defined in the Plan shall have the same defined meanings in this Agreement.

Optionee:	[_____]
Grant Number:	[_____]
Grant Date:	[_____]
Vesting Commencement Date:	[_____]
Exercise Price per Share:	$[] / Share
Total Number of Shares Subject to the Option:	[_____] Shares
Expiration Date:	[_____]
Vesting Schedule:	[_____]
Termination:	The Option shall terminate on the Expiration Date set forth above or if earlier, in accordance with the terms of the Agreement.

Type of Option: Non-Qualified Stock Option

By his or her electronic acceptance, the Optionee agrees to be bound by the terms and conditions of the Plan and the Agreement and the Company's Policy Regarding the Effect of Leaves of Absence on Equity Awards, as adopted by the Board on December 23, 2020 (and as may be amended, restated and/or updated from time to time). The Optionee has reviewed the Agreement and the Plan in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Agreement and fully understands all provisions of this Agreement and the Plan. The Optionee hereby agrees to accept as binding, conclusive and final all decisions and/or interpretations of the Administrator upon any questions arising under the Plan or the Agreement, or relating to the Option. If the Optionee either is married or in a registered domestic partnership, his or her spouse or registered domestic partner has signed the Consent of Spouse or Registered Domestic Partner attached to this Grant Notice as Exhibit B.

THE TRADE DESK, INC.

By: _

Address: 42 N. Chestnut St.

Ventura, CA 93001

EXHIBIT A
TO STOCK OPTION GRANT NOTICE

STOCK OPTION AGREEMENT

Pursuant to this Stock Option Agreement (the "***Option Agreement***") and the Stock Option Grant Notice to which this Option Agreement is attached (the "***Grant Notice***"), the Company hereby grants to the Optionee under the Plan an Option to purchase the number of Shares indicated in the Grant Notice at the exercise price per share set forth in the Grant Notice (the "***Exercise Price***").

I.
GENERAL

A. Plan, Leave Policy, Incorporated by Reference. Notwithstanding anything to the contrary anywhere else in this Option Agreement, this grant of an Option is subject to the terms, definitions and provisions of the Plan, which is incorporated herein by reference and which shall control in the event of any inconsistency between this Option Agreement and the Plan. Without limiting the applicability of any other Company Policy hereto, this Option is expressly made subject to the Company's Policy Regarding the Effect of Leaves of Absence on Equity Awards, as adopted by the Board on December 23, 2020 (and as may be amended, restated and/or updated from time to time).

II.
GRANT OF OPTION

A. Grant of Option. In consideration of the Optionee's past and/or continued employment with or service to the Company or any Subsidiary and for other good and valuable consideration, effective as of the Grant Date set forth in the Grant Notice (the "***Grant Date***"), the Company irrevocably grants to the Optionee the Option to purchase any part or all of the aggregate number of Shares set forth in the Grant Notice, upon the terms and conditions set forth in the Plan and this Option Agreement. Unless designated as a Non-Qualified Stock Option in the Grant Notice, the Option shall be an Incentive Stock Option to the maximum extent permitted by law.

B. Exercise Price. The exercise price of the Shares subject to the Option shall be as set forth in the Grant Notice, without commission or other charge; *provided*, *however*, that the exercise price per share of the Shares subject to the Option shall not be less than 100% of the Fair Market Value of a Share on the Grant Date. Notwithstanding the foregoing, if this Option is an Incentive Stock Option and the Optionee is a Greater Than 10% Stockholder as of the Grant Date, the exercise price per share of the Shares subject to the Option shall not be less than 110% of the Fair Market Value of a Share on the Grant Date.

C. Consideration to the Company. In consideration of the grant of the Option by the Company, the Optionee agrees to render faithful and efficient services to the Company or any Subsidiary.

III.
PERIOD OF EXERCISABILITY

A. Commencement of Exercisability.

1. Subject to this Article III, the Option shall become vested and exercisable in such amounts and at such times as are set forth in the Grant Notice.

2. No portion of the Option which has not become vested and exercisable as of the date of the Optionee's Termination of Service shall thereafter become vested and exercisable, except as may be otherwise provided by the Administrator or as set forth in a written agreement between the Company and the Optionee.

B. Duration of Exercisability. Any installments provided for in the vesting schedule set forth in the Grant Notice are cumulative. Each such installment which becomes vested and exercisable pursuant to the vesting schedule set forth in the Grant Notice shall remain vested and exercisable until it becomes unexercisable under Section 3.3 hereof.

C. Expiration of Option. The Option may not be exercised to any extent by anyone after the first to occur of the following events:

1. The Expiration Date set forth in the Grant Notice;

2. If this Option is designated as an Incentive Stock Option and the Optionee is a Greater Than 10% Stockholder as of the Grant Date, the expiration of five (5) years from the Grant Date;

3. The date that is three (3) months from the date of the Optionee's Termination of Service for any reason; provided, however, that, if such Termination of Service is due to the Optionee's death or disability, then the date determined by this Section 3.3(c) shall be the date that is one (1) year from such Termination of Service, as applicable; or

4. The start of business on the date of the Optionee's Termination of Service by the Company for "cause" (as defined in the Optionee's effective, written employment or other service agreement with the Company or an Affiliate thereof or, if no such agreement exists or such agreement does not contain a definition of "cause," then "cause" shall be determined by the Company in its sole discretion).

The Optionee acknowledges that an Incentive Stock Option exercised more than three (3) months after the Optionee's Termination of Service, other than by reason of death or disability, will be taxed as a Non-Qualified Stock Option.

D. Special Tax Consequences. The Optionee acknowledges that, to the extent that the aggregate Fair Market Value (determined as of the time the Option is granted) of all Shares with respect to which "incentive stock options" (within the meaning of Section 422 of the Code, but without regard to Section 422(d) of the Code), including the Option, are exercisable for the first time by the Optionee in any calendar year exceeds $100,000, the Option and such other options shall be Non-Qualified Stock Options to the extent necessary to comply with the limitations imposed by Section 422(d) of the Code. The Optionee further acknowledges that the rule set forth in the preceding sentence shall be applied by taking the Option and other "incentive stock options" into account in the order in which they were granted, as determined under Section 422(d) of the Code and the Treasury Regulations thereunder.

IV.
EXERCISE OF OPTION

A. Person Eligible to Exercise. Subject to Section 5.2 hereof and Section 11.3(c) of the Plan, during the lifetime of the Optionee, only the Optionee may exercise the Option or any portion thereof. After the death of the Optionee, any exercisable portion of the Option may, prior to the time when the Option becomes unexercisable under Section 3.3 hereof, be exercised by the deceased Optionee's beneficiary or by any person empowered to do so under the deceased Optionee's will or under the then-applicable laws of descent and distribution, subject to Section 11.3(c) of the Plan.

B. Partial Exercise. Any exercisable portion of the Option or the entire Option, if then wholly exercisable, may be exercised in whole or in part at any time prior to the time when the Option or portion thereof becomes unexercisable under Section 3.3 hereof. However, the Option shall not be exercisable with respect to fractional shares.

C. Manner of Exercise. The Option, or any exercisable portion thereof, may be exercised solely by delivery to the stock administrator of the Company (or any other person or entity designated by the Company) of all of the following prior to the time when the Option or such portion thereof becomes unexercisable under Section 3.3 hereof:

1. A written or, if so determined by the Administrator, electronic notice complying with the applicable rules established by the Administrator stating that the Option, or a portion thereof, is exercised. The notice shall be signed by the Optionee or other person then-entitled to exercise the Option or such portion of the Option;

2. Full payment of the exercise price and applicable withholding taxes for the Shares with respect to which the Option, or portion thereof, is exercised, in a manner permitted by Section 4.4 hereof;

3. Any other representations or documents as may be required in the Administrator's sole discretion to effect compliance with all applicable provisions of the Securities Act, the Exchange Act, any other federal, state or foreign securities laws or regulations, the rules of any securities exchange, national market system or automated quotation system on which the Shares are listed, quoted or traded or any other applicable law; and

4. In the event the Option or portion thereof shall be exercised pursuant to Section 4.1 hereof by any person or persons other than the Optionee, appropriate proof of the right of such person or persons to exercise the Option (as determined by the Administrator in its sole discretion).

Notwithstanding any of the foregoing, the Company shall have the right to specify all conditions of the manner of exercise, which conditions may vary by country and which may be subject to change from time to time.

D. Method of Payment. Payment of the exercise price and any tax withholding shall be by any of the following, or a combination thereof, at the election of the Optionee:

1. Cash;

2. Check;

3. With the consent of the Administrator, delivery of a written or electronic notice that the Optionee has placed a market sell order with a broker with respect to Shares then issuable upon exercise of the Option, and that the broker has been directed to pay a sufficient portion of the net proceeds of the sale to the Company in satisfaction of the aggregate exercise price and/or applicable tax withholding; *provided*, that payment of such proceeds is then made to the Company upon settlement of such sale;

4. With the consent of the Administrator, surrender of other Shares which have been held by the Optionee for such period of time as may be required by the Administrator in order to avoid adverse accounting consequences and having a Fair Market Value on the date of surrender equal to the aggregate exercise price, and/or applicable tax withholding, of the Shares with respect to which the Option or portion thereof is being exercised;

5. With the consent of the Administrator, surrender of Shares issuable upon the exercise of the Option having a Fair Market Value on the date of exercise equal to the aggregate exercise price, and/or applicable tax withholding, of the Shares with respect to which the Option or portion thereof is being exercised; or

6. With the consent of the Administrator, such other form of legal consideration as may be acceptable to the Administrator.

E. Conditions to Issuance of Stock Certificates. The Shares deliverable upon the exercise of the Option, or any portion thereof, may be either previously authorized but unissued Shares, treasury Shares or issued Shares which have been purchased on the open market. Such Shares shall be fully paid and nonassessable. The Company shall not be required to issue or deliver any certificates or make any book entries evidencing Shares purchased upon the exercise of the Option or portion thereof prior to fulfillment of the conditions set forth in Section 11.4 of the Plan.

F. Rights as Stockholder. The holder of the Option shall not be, nor have any of the rights or privileges of, a stockholder of the Company, including, without limitation, voting rights and rights to dividends, in respect of any Shares purchasable upon the exercise of any part of the Option unless and until such Shares shall have been issued by the Company to such holder (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company). No adjustment shall be made for a dividend or other right for which the record date is prior to the date the Shares are issued, except as provided in Section 13.2 of the Plan.

V.
OTHER PROVISIONS

A. Administration. The Administrator shall have the power to interpret the Plan and this Option Agreement as provided in the Plan. All interpretations and determinations made by the Administrator in good faith shall be final and binding upon the Optionee, the Company and all other interested persons.

B. Transferability of Option. Without limiting the generality of any other provision hereof, the Option shall be subject to the restrictions on transferability set forth in Section 11.3 of the Plan.

C. Adjustments. The Optionee acknowledges that the Option is subject to modification and termination in certain events as provided in this Option Agreement and Article 13 of the Plan.

D. Tax Consultation. **The Optionee understands that the Optionee may suffer adverse tax consequences as a result of the grant, vesting and/or exercise of the Option, and/or with the purchase or disposition of the Shares subject to the Option. The Optionee represents that the Optionee has consulted with any tax consultants the Optionee deems advisable in connection with the purchase or disposition of such shares and that the Optionee is not relying on the Company for any tax advice.**

E. Notification of Disposition. If this Option is designated as an Incentive Stock Option, the Optionee shall give prompt notice to the Company of any disposition or other transfer of any Shares acquired under this Option Agreement if such disposition or transfer is made (a) within two (2) years from the Grant Date with respect to such Shares or (b) within one (1) year after the transfer of such Shares to the Optionee. Such notice shall specify the date of such disposition or other transfer and the amount realized, in cash, other property, assumption of indebtedness or other consideration, by the Optionee in such disposition or other transfer.

F. Optionee's Representations. The Optionee shall, if required by the Company, concurrently with the exercise of all or any portion of this Option, make such written representations as are deemed necessary or appropriate by the Company and/or the Company's counsel.

G. Section 409A. This Option Agreement and the Grant Notice shall be interpreted in accordance with the requirements of Section 409A of the Code. The Administrator may, in its discretion, adopt such amendments to the Plan, this Option Agreement or the Grant Notice or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other

actions, as the Administrator determines are necessary or appropriate to comply with the requirements of Section 409A of the Code or an available exemption thereof; *provided*, *however*, that the Administrator shall have no obligation to take any such action(s) or to indemnify any person from failing to do so.

H. Amendment, Suspension and Termination. To the extent permitted by the Plan, this Option Agreement may be wholly or partially amended or otherwise modified, suspended or terminated at any time or from time to time by the Administrator or the Board; *provided, however*, that, except as may otherwise be provided by the Plan, no amendment, modification, suspension or termination of this Option Agreement shall adversely affect the Option in any material way without the prior written consent of the Optionee.

I. Not a Contract of Service Relationship. Nothing in this Option Agreement or in the Plan shall confer upon the Optionee any right to continue to serve as an Employee, Director, Consultant or other service provider of the Company or any of its Subsidiaries or shall interfere with or restrict in any way the rights of the Company and its Subsidiaries, which rights are hereby expressly reserved, to discharge or terminate the services of the Optionee at any time for any reason whatsoever, with or without cause, except to the extent expressly provided otherwise in a written agreement between the Company or a Subsidiary and the Optionee.

J. Limitations Applicable to Section 16 Persons. Notwithstanding any other provision of the Plan or this Option Agreement, if the Optionee is subject to Section 16 of the Exchange Act, then the Plan, the Option and this Option Agreement shall be subject to any additional limitations set forth in any applicable exemptive rule under Section 16 of the Exchange Act (including any amendment to Rule 16b-3 of the Exchange Act) that are requirements for the application of such exemptive rule. To the extent permitted by applicable law, this Option Agreement shall be deemed amended to the extent necessary to conform to such applicable exemptive rule.

K. Conformity to Securities Laws. The Optionee acknowledges that the Plan and this Option Agreement are intended to conform to the extent necessary with all provisions of the Securities Act and the Exchange Act, and any and all regulations and rules promulgated by the Securities and Exchange Commission thereunder, as well as all applicable state securities laws and regulations. Notwithstanding anything herein to the contrary, the Plan shall be administered, and the Option is granted and may be exercised, only in such a manner as to conform to such laws, rules and regulations. To the extent permitted by applicable law, the Plan and this Option Agreement shall be deemed amended to the extent necessary to conform to such laws, rules and regulations.

L. Limitation on the Optionee's Rights. Participation in the Plan confers no rights or interests other than as herein provided. This Option Agreement creates only a contractual obligation on the part of the Company as to amounts payable and shall not be construed as creating a trust. The Plan, in and of itself, has no assets. The Optionee shall have only the rights of a general unsecured creditor of the Company and its Subsidiaries with respect to amounts credited and benefits payable, if any, with respect to the Option, and rights no greater than the right to receive the Common Stock as a general unsecured creditor with respect to Options, as and when payable hereunder.

M. Successors and Assigns. The Company or any Subsidiary may assign any of its rights under this Option Agreement to single or multiple assignees, and this Option Agreement shall inure to the benefit of the successors and assigns of the Company and its Subsidiaries. Subject to the restrictions on transfer set forth in this Article 5, this Option Agreement shall be binding upon the Optionee and his or her heirs, executors, administrators, successors and assigns.

N. Entire Agreement. The Plan, the Grant Notice and this Option Agreement (including all Exhibits thereto, if any) constitute the entire agreement of the parties and supersede in their entirety all prior undertakings and agreements of the Company and its Subsidiaries and the Optionee with respect to the subject matter hereof.

O. Notices. Any notice to be given under the terms of this Option Agreement to the Company shall be addressed to the Company in care of the Secretary of the Company at the Company's principal office, and any notice to be given to the Optionee shall be addressed to the Optionee at the Optionee's last address reflected on the Company's records. Any notice shall be deemed duly given when sent via email or when sent by reputable overnight courier or by certified mail (return receipt requested) through the United States Postal Service.

P. Governing Law. The laws of the State of Nevada shall govern the interpretation, validity, administration, enforcement and performance of the terms of this Option Agreement regardless of the law that might be applied under principles of conflicts of laws.

Q. Titles. Titles are provided herein for convenience only and are not to serve as a basis for interpretation or construction of this Option Agreement.

EXHIBIT B
TO STOCK OPTION GRANT NOTICE

CONSENT OF SPOUSE OR REGISTERED DOMESTIC PARTNER

I, _____, spouse or registered domestic partner of _____, have read and approve the Stock Option Grant Notice (the "***Grant Notice***") to which this Consent of Spouse or Registered Domestic Partner is attached and the Stock Option Agreement (the "***Option Agreement***") attached to the Grant Notice. In consideration of issuing to my spouse or registered domestic partner the shares of the Class A common stock of The Trade Desk, Inc. set forth in the Grant Notice, I hereby appoint my spouse or registered domestic partner as my attorney-in-fact in respect to the exercise of any rights under the Option Agreement and agree to be bound by the provisions of the Option Agreement insofar as I may have any rights in said Option Agreement or any shares of the Class A common stock of The Trade Desk, Inc. issued pursuant thereto under the community property laws or similar laws relating to marital property in effect in the state of our residence as of the date of the electronic acceptance of the foregoing Option Agreement.

Dated: _____

_____
Signature of Spouse or Registered Domestic Partner

Exhibit 10.18(c)

THE TRADE DESK, INC.
2025 INCENTIVE AWARD PLAN

RESTRICTED STOCK AWARD GRANT NOTICE

The Trade Desk, Inc. (the "***Company***"), pursuant to its 2025 Incentive Award Plan (as may be amended from time to time, the "***Plan***"), hereby grants to the individual listed below (the "***Participant***"), the number of shares of Class A Common Stock, par value $0.000001 per share, of the Company (the "***Shares***"), set forth below. This Restricted Stock award (the "***Award***") is subject to all of the terms and conditions set forth in this Restricted Stock Award Grant Notice ("***Grant Notice***"), the Restricted Stock Award Agreement attached hereto as Exhibit A (together, the "***Agreement***") and the Plan, each of which is incorporated herein by reference. Unless otherwise defined herein, the terms defined in the Plan shall have the same defined meanings in this Agreement.

Participant:	[_____]
Grant Date:	[_____]
Number of Shares of Restricted Stock:	[_____]
Vesting Commencement Date:	[_____]
Vesting Schedule:	[_____]

By his or her signature below, the Participant agrees to be bound by the terms and conditions of the Plan and this Agreement and the Company's Policy Regarding the Effect of Leaves of Absence on Equity Awards, as adopted by the Board on December 23, 2020 (and as may be amended, restated and/or updated from time to time). The Participant has reviewed this Agreement and the Plan in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Agreement and fully understands all provisions of this Grant Notice, the Agreement and the Plan. The Participant hereby agrees to accept as binding, conclusive and final all decisions and/or interpretations of the Administrator upon any questions arising under the Plan or the Agreement. In addition, by signing below, the Participant also agrees that the Company may satisfy any withholding obligations in accordance with Section 3.1 of this Agreement by withholding Shares otherwise issuable to the Participant upon vesting of the Award, or, in the Administrator's sole discretion, by using any other method permitted by Section 3.1 of the Agreement or Section 11.2 of the Plan. If the Participant is either married or in a registered domestic partnership, his or her spouse or registered domestic partner has signed the Consent of Spouse or Registered Domestic Partner attached to this Grant Notice as Exhibit B.

THE TRADE DESK, INC.		**PARTICIPANT**	
By:	_____	By:	_____
Print Name:	_____	Print Name:	_____
Title:	_____		
Address:	42 N. Chestnut St. Ventura, CA 93001	Email:	_____

EXHIBIT A
TO RESTRICTED STOCK AWARD GRANT NOTICE

RESTRICTED STOCK AWARD AGREEMENT

Pursuant to this Restricted Stock Award Agreement (this "***Agreement***") and the Restricted Stock Grant Notice to which this Agreement is attached (the "***Grant Notice***"), the Company hereby grants to the Participant under the Plan the number of Shares of Restricted Stock indicated in the Grant Notice.

ARTICLE I.
GENERAL

A. 1.1 Plan, Leave Policy, Incorporated by Reference. Notwithstanding anything to the contrary anywhere else in this Agreement, the Shares of Restricted Stock granted hereby are subject to the terms, definitions and provisions of the Plan, which is incorporated herein by reference and which shall control in the event of any inconsistency between this Agreement and the Plan. Without limiting the applicability of any other Company Policy hereto, this Restricted Stock Award is expressly made subject to the Company's Policy Regarding the Effect of Leaves of Absence on Equity Awards, as adopted by the Board on December 23, 2020 (and as may be amended, restated and/or updated from time to time).

ARTICLE II.
TERMS AND CONDITIONS OF SHARES OF RESTRICTED STOCK

2.1 Grant of Shares of Restricted Stock. In consideration of the Participant's past and/or continued employment with or service to the Company or any Subsidiary and for other good and valuable consideration which the Administrator has determined exceeds the aggregate par value of the Shares subject to the Award as of the Grant Date, effective as of the Grant Date set forth in the Grant Notice, the Company hereby grants to the Participant an award of Restricted Stock, upon the terms and conditions set forth in the Plan and this Agreement. In consideration of this grant of the Award, the Participant agrees to render faithful and efficient services to the Company or its affiliates.

2.2 Issuance of Shares.

(a) Book Entry Form; Certificates. At the sole discretion of the Administrator, the Shares will be issued in either (i) uncertificated form, with the Shares recorded in the name of the Participant in the books and records of the Company's transfer agent with appropriate notations regarding the restrictions on transfer imposed pursuant to this Agreement, and upon vesting and the satisfaction of all conditions set forth in Sections 2.3(a) and 3.2 hereof, the Company shall remove such notations on any such vested Shares in accordance with Section 2.2(d) below; or (ii) certificated form pursuant to the terms of Sections 2.2(b), (c) and (d) below.

(b) Legend. Certificates representing Shares issued pursuant to this Agreement shall, until all Restrictions (as defined below) imposed pursuant to this Agreement lapse or have been removed and the Shares have thereby become vested or the Shares represented thereby have been forfeited hereunder, bear the following legend (or such other legend as shall be determined by the Administrator):

"THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO CERTAIN VESTING REQUIREMENTS AND MAY BE SUBJECT TO FORFEITURE

UNDER THE TERMS OF A RESTRICTED STOCK AWARD AGREEMENT, BY AND BETWEEN THE TRADE DESK, INC. AND THE REGISTERED OWNER OF SUCH SHARES, AND SUCH SHARES MAY NOT BE, DIRECTLY OR INDIRECTLY, OFFERED, TRANSFERRED, SOLD, ASSIGNED, PLEDGED, HYPOTHECATED OR OTHERWISE DISPOSED OF UNDER ANY CIRCUMSTANCES, EXCEPT PURSUANT TO THE PROVISIONS OF SUCH AGREEMENT."

(c) Escrow. The Secretary of the Company or such other escrow holder as the Administrator may appoint may retain physical custody of any certificates representing the Shares until all of the Restrictions lapse or shall have been removed; in such event, the Participant shall not retain physical custody of any certificates representing unvested Shares issued to him or her. The Participant, by acceptance of the Award, shall be deemed to appoint, and does so appoint, the Company and each of its authorized representatives as the Participant's attorney(s)-in-fact to effect any transfer of unvested forfeited Shares (or Shares otherwise reacquired by the Company hereunder) to the Company as may be required pursuant to the Plan or this Agreement and to execute such documents as the Company or such representatives deem necessary or advisable in connection with any such transfer.

(d) Removal of Notations; Delivery of Certificates Upon Vesting. As soon as administratively practicable after the vesting of any Shares subject to the Award pursuant to Section 2.3(a) hereof, the Company shall, as applicable, either remove the notations on any Shares subject to the Award issued in book entry form which have vested or deliver to the Participant a certificate or certificates evidencing the number of Shares subject to the Award which have vested (or, in either case, such lesser number of Shares as may be permitted pursuant to Section 11.2 of the Plan). The Participant (or the beneficiary or personal representative of the Participant in the event of the Participant's death or incapacity, as the case may be) shall deliver to the Company any representations or other documents or assurances required by the Company. The Shares so delivered shall no longer be subject to the Restrictions hereunder.

2.3 Restrictions.

(a) Vesting and Lapse of Restrictions. The Award shall vest and Restrictions shall lapse in accordance with the vesting schedule set forth in the Grant Notice.

(b) Forfeiture. Notwithstanding any contrary provision of this Agreement, upon the Participant's Termination of Service for any or no reason, any Shares subject to the Award which have not vested prior to or in connection with such Termination of Service (after taking into consideration any accelerated vesting and lapsing of Restrictions, if any, which may occur in connection with such Termination of Service) shall thereupon be forfeited immediately and without any further action by the Company or the Participant, and the Participant shall have no further right or interest in or with respect to such Shares or such portion of the Award. For purposes of this Agreement, "***Restrictions***" shall mean the restrictions on sale or other transfer set forth in Section 4.3 hereof and the exposure to forfeiture set forth in this Section 2.3.

ARTICLE III.
TAX WITHHOLDING; RESTRICTIONS

3.1 Tax Withholding. Without limiting any other provision of the Agreement, the Grant Notice or the Plan, the Company and its Subsidiaries shall be entitled to withhold Shares otherwise

issuable under the Award or, in the Administrator's discretion, to require a cash payment (or other form of payment determined in accordance with Section 11.2 of the Plan) by or on behalf of the Participant and/or to deduct from other compensation payable to the Participant, in any case, any amounts required by federal, state or local tax law to be withheld with respect to the grant and/or vesting of the Award or the lapse of the Restrictions hereunder. The Company shall not be obligated to deliver any new certificate representing Shares to the Participant or the Participant's legal representative or to enter any such Shares in book entry form unless and until such tax obligations have been satisfied.

3.2 Conditions to Issuance of Stock Certificates. Subject to Section 2.2 above, any Shares deliverable under this Agreement may be either previously authorized but unissued Shares, treasury Shares or issued Shares which have been purchased on the open market. Such Shares shall be fully paid and nonassessable. The Company shall not be required to issue or deliver any certificates or make any book entries evidencing Shares issued under this Agreement prior to fulfillment of the conditions set forth in Section 11.4 of the Plan. Notwithstanding the foregoing, the issuance of such Shares shall not be delayed to the extent that such delay would result in a violation of Section 409A of the Code. In the event that the Company delays the issuance of any Shares because it reasonably determines that the issuance of such Shares will violate federal securities laws or other applicable law, such issuance shall be made at the earliest date at which the Administrator reasonably determines that issuing such Shares will not cause such violation, as required by Treasury Regulation Section 1.409A-2(b)(7)(ii).

3.3 Rights as Stockholder. Except as otherwise provided herein, upon issuance of the Shares by the Company, the Participant shall have all the rights of a stockholder with respect to said Shares, subject to the restrictions herein, including the right to vote the Shares and to receive all dividends or other distributions paid or made with respect to the Shares.

ARTICLE IV.
MISCELLANEOUS

4.1 Section 83(b) Election. If, with the consent of the Administrator, the Participant makes an election under Section 83(b) of the Code to be taxed with respect to the Restricted Stock as of the date of transfer of the Restricted Stock rather than as of the date or dates upon which the Participant would otherwise be taxable under Section 83(a) of the Code, the Participant hereby agrees to deliver a copy of such election to the Company promptly after filing such election with the Internal Revenue Service.

4.2 Administration. The Administrator shall have the power to interpret the Plan and this Agreement as provided in the Plan. All interpretations and determinations made by the Administrator in good faith shall be final and binding upon the Participant, the Company and all other interested persons.

4.3 Transferability of Shares. Until the Restrictions hereunder lapse or expire pursuant to this Agreement and the Shares vest, and without limiting the generality of any other provision hereof, the Shares shall be subject to the restrictions on transferability set forth in Section 11.3 of the Plan.

4.4 Adjustments. Without limiting the generality of any other provision hereof, the Shares shall be subject to modification and termination in certain events as provided in this Agreement and Article 13 of the Plan.

4.5 Tax Consultation. The Participant understands that the Participant may suffer adverse tax consequences as a result of the grant or vesting of the Award and/or with the disposition of the Shares subject to the Award. The Participant represents that the Participant has consulted with any tax

consultants the Participant deems advisable and that the Participant is not relying on the Company for any tax advice.

4.6 Participant's Representations. The Participant shall, if required by the Company, concurrently with the issuance of Shares under this Agreement, make such written representations as are deemed necessary or appropriate by the Company and/or the Company's counsel.

4.7 Section 409A. This Agreement and the Grant Notice shall be interpreted in accordance with the requirements of Section 409A of the Code. The Administrator may adopt such amendments to the Plan, this Agreement or the Grant Notice or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, as the Administrator determines are necessary or appropriate to comply with the requirements of Section 409A of the Code or an available exemption thereof; provided, however, that the Administrator shall have no obligation to take any such action(s) or to indemnify any person from failing to do so.

4.8 Not a Contract of Service Relationship. Nothing in this Agreement or in the Plan shall confer upon the Participant any right to continue to serve as an Employee, Director, Consultant or other service provider of the Company or any of its Subsidiaries or shall interfere with or restrict in any way the rights of the Company and its Subsidiaries, which rights are hereby expressly reserved, to discharge or terminate the services of the Participant at any time for any reason whatsoever, with or without Cause, except to the extent expressly provided otherwise in a written agreement between the Company or a Subsidiary and the Participant.

4.9 Limitations Applicable to Section 16 Persons. Notwithstanding any other provision of the Plan or this Agreement, if the Participant is subject to Section 16 of the Exchange Act, then the Plan, the Award and this Agreement shall be subject to any additional limitations set forth in any applicable exemptive rule under Section 16 of the Exchange Act (including any amendment to Rule 16b-3 of the Exchange Act) that are requirements for the application of such exemptive rule. To the extent permitted by applicable law, this Agreement shall be deemed amended to the extent necessary to conform to such applicable exemptive rule.

4.10 Conformity to Securities Laws. The Participant acknowledges that the Plan and this Agreement are intended to conform to the extent necessary with all provisions of the Securities Act and the Exchange Act, and any and all regulations and rules promulgated by the Securities and Exchange Commission thereunder, as well as all applicable state securities laws and regulations. Notwithstanding anything herein to the contrary, the Plan and this Agreement shall be administered, and the Award is granted, only in such a manner as to conform to such laws, rules and regulations. To the extent permitted by applicable law, the Plan and this Agreement shall be deemed amended to the extent necessary to conform to such laws, rules and regulations.

4.11 Limitation on Participant's Rights. Participation in the Plan confers no rights or interests other than as herein provided. The Plan, in and of itself, has no assets.

4.12 Successors and Assigns. The Company or any Subsidiary may assign any of its rights under this Agreement to single or multiple assignees, and this Agreement shall inure to the benefit of the successors and assigns of the Company and its Subsidiaries. Subject to the restrictions on transfer set forth in this Article IV, this Agreement shall be binding upon the Participant and his or her heirs, executors, administrators, successors and assigns.

4.13 Entire Agreement. The Plan, the Grant Notice and this Agreement (including all Exhibits thereto, if any) constitute the entire agreement of the parties and supersede in their entirety all prior undertakings and agreements of the Company and the Participant with respect to the subject matter hereof.

4.14 Notices. Any notice to be given under the terms of this Agreement to the Company shall be addressed to the Company in care of the Secretary of the Company at the Company's principal office, and any notice to be given to the Participant shall be addressed to the Participant at the Participant's last address reflected on the Company's records. Any notice shall be deemed duly given when sent via email or when sent by reputable overnight courier or by certified mail (return receipt requested) through the United States Postal Service.

4.15 Governing Law. The laws of the State of Nevada shall govern the interpretation, validity, administration, enforcement and performance of the terms of this Agreement regardless of the law that might be applied under principles of conflicts of laws.

4.16 Titles. Titles are provided herein for convenience only and are not to serve as a basis for interpretation or construction of this Agreement.

EXHIBIT B
TO RESTRICTED STOCK AWARD GRANT NOTICE

CONSENT OF SPOUSE OR REGISTERED DOMESTIC PARTNER

I, _____, spouse or registered domestic partner of _____, have read and approve the Restricted Stock Award Grant Notice (the "***Grant Notice***") to which this Consent of Spouse or Registered Domestic Partner is attached and the Restricted Stock Award Agreement (the "***Agreement***") attached to the Grant Notice. In consideration of issuing to my spouse or registered domestic partner the Shares set forth in the Grant Notice, I hereby appoint my spouse or registered domestic partner as my attorney-in-fact in respect to the exercise of any rights under the Agreement and agree to be bound by the provisions of the Agreement insofar as I may have any rights in said Agreement or any shares of the Class A common stock of The Trade Desk, Inc. issued pursuant thereto under the community property laws or similar laws relating to marital property in effect in the state of our residence as of the date of the signing of the foregoing Agreement.

Dated: _____

_____
Signature of Spouse or Registered Domestic Partner

THE TRADE DESK, INC.
2025 INCENTIVE AWARD PLAN

RESTRICTED STOCK UNIT AWARD GRANT NOTICE

The Trade Desk, Inc. (the "***Company***"), pursuant to its 2025 Incentive Award Plan (as may be amended from time to time, the "***Plan***") hereby grants to the individual listed below (the "***Participant***"), an award of restricted stock units (the "***RSUs***"). Each RSU represents the right to receive one (1) share of Class A Common Stock, par value $0.000001 per share, of the Company (each, a "***Share***") in accordance with the terms and conditions hereof if applicable vesting conditions are satisfied. This award of RSUs is subject to all of the terms and conditions set forth in this Restricted Stock Unit Grant Notice (the "***Grant Notice***"), the Restricted Stock Unit Award Agreement attached hereto as Exhibit A (together, the "***Agreement***") and the Plan, each of which is incorporated herein by reference. Each RSU is hereby granted in tandem with a corresponding Dividend Equivalent, as further described in the Agreement. Unless otherwise defined herein, the terms defined in the Plan shall have the same defined meanings in this Agreement.

Participant:	[_____]
Grant Number:	[_____]
Grant Date:	[_____]
Total Number of RSUs:	[_____]

Vesting Schedule:	**Vest Date**	**Quantity**
	[_____]	[_____]

Termination of RSUs and Dividend Equivalents:	All RSUs that have not become vested as of the date of the Participant's Termination of Service for any reason, and all Dividend Equivalents associated with such RSUs, if any, will be automatically forfeited by the Participant upon such Termination of Service without payment of any consideration therefor.

By his or her electronic acceptance, the Participant agrees to be bound by the terms and conditions of the Plan and this Agreement and the Company's Policy Regarding the Effect of Leaves of Absence on Equity Awards, as adopted by the Board on December 23, 2020 (and as may be amended, restated and/or updated from time to time). The Participant has reviewed this Agreement and the Plan in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Agreement and fully understands all provisions of this Grant Notice, the Agreement and the Plan. The Participant hereby agrees to accept as binding, conclusive, and final all decisions or interpretations of the Administrator upon any questions arising under the Plan or the Agreement. In addition, by electronically accepting, the Participant also agrees that the Company may satisfy any withholding obligations in accordance with Section 3.1 of this Agreement by withholding Shares otherwise issuable to the Participant upon vesting of the RSUs, or, in the Administrator's sole discretion, by using any other method permitted by Section 3.1 of the Agreement or Section 11.2 of the Plan. If the Participant is either married or in a registered domestic partnership, his or her spouse or registered domestic partner has signed the Consent of Spouse or Registered Domestic Partner attached to this Grant Notice as Exhibit B.

THE TRADE DESK, INC.

By: _____

Address: 42 N. Chestnut Street

Ventura, CA 93001

EXHIBIT A
TO RESTRICTED STOCK UNIT GRANT NOTICE

RESTRICTED STOCK UNIT AWARD AGREEMENT

Pursuant to this Restricted Stock Unit Agreement (this "***RSU Agreement***") and the Restricted Stock Unit Grant Notice to which this RSU Agreement is attached (the "***Grant Notice***"), the Company hereby grants to the Participant under the Plan a number of RSUs indicated in the Grant Notice and their corresponding Dividend Equivalents.

ARTICLE I.

GENERAL

1.1 Plan, Leave Policy, Incorporated by Reference. Notwithstanding anything to the contrary anywhere else in this RSU Agreement, the RSUs and tandem Dividend Equivalents granted hereby are subject to the terms, definitions and provisions of the Plan, which is incorporated herein by reference and which shall control in the event of any inconsistency between this RSU Agreement and the Plan. Without limiting the applicability of any other Company Policy hereto, this RSU is expressly made subject to the Company's Policy Regarding the Effect of Leaves of Absence on Equity Awards, as adopted by the Board on December 23, 2020 (and as may be amended, restated and/or updated from time to time).

ARTICLE II.

TERMS AND CONDITIONS OF RSUS AND DIVIDEND EQUIVALENTS

2.1 Grant of RSUs. In consideration of the Participant's past and/or continued employment with or service to the Company or any Subsidiary and for other good and valuable consideration, effective as of the Grant Date set forth in the Grant Notice, the Company hereby grants to the Participant an award of RSUs, together with an equivalent number of tandem Dividend Equivalents, upon the terms and conditions set forth in the Plan and this RSU Agreement. In consideration of this grant of RSUs, the Participant agrees to render faithful and efficient services to the Company or its affiliates. Unless and until an RSU has vested in the manner set forth in the Grant Notice, the Participant will have no right to receive any Shares or other payment in respect of the RSUs.

2.2 Vesting of RSUs. The RSUs shall vest and become nonforfeitable, if at all, in accordance with the terms and conditions set forth in the Grant Notice.

2.3 Payment of RSUs. RSUs that become vested and nonforfeitable in accordance with the Grant Notice will be paid to the Participant in Shares as soon as practicable after such RSUs vest, but in no event later than sixty (60) days after the applicable vesting date (with the actual payment date within such period determined by the Administrator). Subject to Section 3.1 hereof, the Company shall deliver to the Participant (or any transferee permitted under Section 3.5 hereof) a number of Shares equal to the number of RSUs that vest on the applicable vesting date (either by delivering one or more certificates for such Shares or by entering such Shares in book entry form, as determined by the Administrator in its sole discretion). Notwithstanding the foregoing, if Shares cannot be issued pursuant to Section 11.4 of the Plan (or any successor provision thereto) or are delayed under Section 3.3 hereof, the Shares shall be issued pursuant to the preceding sentence as soon as administratively practicable after the Administrator determines that Shares can be issued in accordance with such Section.

2.4 Forfeiture and Termination of RSUs and Dividend Equivalents. The RSUs and Dividend Equivalents shall be subject to forfeiture and termination as provided in the Grant Notice.

2.5 Dividend Equivalents.

(a) Each RSU granted hereunder is hereby granted in tandem with a corresponding Dividend Equivalent, which Dividend Equivalent will remain outstanding from the Grant Date until the earlier of the payment or forfeiture of the RSU to which it corresponds. Pursuant to each outstanding Dividend Equivalent, the Participant shall be entitled to receive payments in an amount equal to any dividends or other distributions declared, if any, on the Share underlying the RSU to which such Dividend Equivalent relates, payable in the same form and amounts as dividends or distributions are paid to each holder of a Share (unless another form of payment is determined by the Administrator). Any such amounts, if any, shall be payable only if and to the extent that the RSU to which such Dividend Equivalent relates vests, and only as and when the Share underlying such RSU is paid to the Participant in accordance with Section 2.3 above.

(b) The Participant shall not be entitled to any payment under a Dividend Equivalent with respect to any dividend with an applicable record date that occurs prior to the Grant Date or after the termination of such RSU for any reason, whether due to payment, forfeiture of the RSU or otherwise. Dividend Equivalents and any amounts that may become distributable in respect thereof shall be treated separately from the RSUs and the rights arising in connection therewith for purposes of the designation of time and form of payments required by Section 409A of the Code.

ARTICLE III.

TAX WITHHOLDING; RESTRICTIONS

3.1 Tax Withholding. Without limiting any other provision of the RSU Agreement, the Grant Notice or the Plan, the Company and its Subsidiaries shall be entitled to withhold Shares otherwise deliverable in connection with the vesting of the RSUs or, in the Administrator's discretion, to require a cash payment (or other form of payment determined in accordance with Section 11.2 of the Plan) by or on behalf of the Participant and/or to deduct from other compensation payable to the Participant, in any case, any amounts required by federal, state or local tax law to be withheld with respect to the grant, vesting and/or payment of the RSUs and/or the Dividend Equivalents. The Company shall have no obligation to make any payment in any form under this RSU Agreement or under any RSU or Dividend Equivalent issued in accordance herewith unless and until such tax obligations have been satisfied.

3.2 Conditions to Issuance of Stock Certificates. Any Shares deliverable under this RSU Agreement may be either previously authorized but unissued Shares, treasury Shares or issued Shares which have been purchased on the open market. Such Shares shall be fully paid and nonassessable. The Company shall not be required to issue or deliver any certificates or make any book entries evidencing Shares issued under this RSU Agreement prior to fulfillment of the conditions set forth in Section 11.4 of the Plan. Notwithstanding the foregoing, the issuance of such Shares shall not be delayed to the extent that such delay would result in a violation of Section 409A of the Code. In the event that the Company delays the issuance of any Shares because it reasonably determines that the issuance of such Shares will violate federal securities laws or other applicable law, such issuance shall be made at the earliest date at which the Administrator reasonably determines that issuing such Shares will not cause such violation, as required by Treasury Regulation Section 1.409A-2(b)(7)(ii).

3.3 Rights as Stockholder. The holder of the RSUs and tandem Dividend Equivalents shall not be, nor have any of the rights or privileges of, a stockholder of the Company, including, without limitation, voting rights and rights to dividends, in respect of any Shares issued under this RSU Agreement unless and until such Shares shall have been issued by the Company to such holder (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company). No adjustment shall be made for a dividend or other right for which the record date is prior to the date the Shares are issued, except as provided in Section 13.2 of the Plan.

ARTICLE IV.

MISCELLANEOUS PROVISIONS

4.1 Administration. The Administrator shall have the power to interpret the Plan and this RSU Agreement as provided in the Plan. All interpretations and determinations made by the Administrator in good faith shall be final and binding upon the Participant, the Company and all other interested persons.

4.2 Transferability of RSUs. Without limiting the generality of any other provision hereof, the RSUs and tandem Dividend Equivalents shall be subject to the restrictions on transferability set forth in Section 11.3 of the Plan.

4.3 Adjustments. The Participant acknowledges that the RSUs and tandem Dividend Equivalents are subject to modification and termination in certain events as provided in this RSU Agreement and Article 13 of the Plan.

4.4 Tax Consultation. The Participant understands that the Participant may suffer adverse tax consequences as a result of the grant, vesting and/or payment of the RSUs and Dividend Equivalents, and/or with the disposition of the Shares underlying the RSUs. The Participant represents that the Participant has consulted with any tax consultants the Participant deems advisable in connection with the purchase or disposition of such shares and that the Participant is not relying on the Company for any tax advice.

4.5 Participant's Representations. The Participant shall, if required by the Company, concurrently with issuance of Shares under this RSU Agreement, make such written representations as are deemed necessary or appropriate by the Company and/or the Company's counsel.

4.6 Section 409A. This RSU Agreement and the Grant Notice shall be interpreted in accordance with the requirements of Section 409A of the Code. The Administrator may adopt such amendments to the Plan, this RSU Agreement or the Grant Notice or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, as the Administrator determines are necessary or appropriate to comply with the requirements of Section 409A of the Code or an available exemption thereof; provided, however, that the Administrator shall have no obligation to take any such action(s) or to indemnify any person from failing to do so.

4.7 Not a Contract of Service Relationship. Nothing in this RSU Agreement or in the Plan shall confer upon the Participant any right to continue to serve as an Employee, Director or Consultant or other service provider of the Company or any of its Subsidiaries or shall interfere with or restrict in any way the rights of the Company and its Subsidiaries, which rights are hereby expressly reserved, to discharge or terminate the services of the Participant at any time for any reason whatsoever, with or without cause, except to the extent expressly provided otherwise in a written agreement between the Company or a Subsidiary and the Participant.

4.8 Limitations Applicable to Section 16 Persons. Notwithstanding any other provision of the Plan or this RSU Agreement, if the Participant is subject to Section 16 of the Exchange Act, then the Plan, the RSUs and Dividend Equivalents and this RSU Agreement shall be subject to any additional limitations set forth in any applicable exemptive rule under Section 16 of the Exchange Act (including any amendment to Rule 16b-3 of the Exchange Act) that are requirements for the application of such exemptive rule. To the extent permitted by applicable law, this RSU Agreement shall be deemed amended to the extent necessary to conform to such applicable exemptive rule.

4.9 Conformity to Securities Laws. The Participant acknowledges that the Plan and this RSU Agreement are intended to conform to the extent necessary with all provisions of the Securities Act and the Exchange Act, and any and all regulations and rules promulgated by the Securities and Exchange Commission thereunder, as well as all applicable state securities laws and regulations. Notwithstanding anything herein to the contrary, the Plan and this RSU Agreement shall be administered, and the RSUs and Dividend Equivalents are granted, only in such a manner as to conform to such laws, rules and regulations. To the extent permitted by applicable law, the Plan and this RSU Agreement shall be deemed amended to the extent necessary to conform to such laws, rules and regulations.

4.10 Limitation on the Participant's Rights. Participation in the Plan confers no rights or interests other than as herein provided. This RSU Agreement creates only a contractual obligation on the part of the Company as to amounts payable and shall not be construed as creating a trust. The Plan, in and of itself, has no assets. The Participant shall have only the rights of a general unsecured creditor of the Company and its Subsidiaries with respect to amounts credited and benefits payable, if any, with respect to the Shares and/or RSUs issuable thereunder, and rights no greater than the right to receive the Shares as a general unsecured creditor with respect to the RSUs, as and when payable hereunder.

4.11 Successors and Assigns. The Company or any Subsidiary may assign any of its rights under this RSU Agreement to single or multiple assignees, and this RSU Agreement shall inure to the benefit of the successors and assigns of the Company and its Subsidiaries. Subject to the restrictions on transfer set forth in this Article IV, this RSU Agreement shall be binding upon the Participant and his or her heirs, executors, administrators, successors and assigns.

4.12 Entire Agreement. The Plan, the Grant Notice and this RSU Agreement (including all Exhibits hereto, if any) constitute the entire agreement of the parties and supersede in their entirety all prior undertakings and agreements of the Company and the Participant with respect to the subject matter hereof.

4.13 Notices. Any notice to be given under the terms of this RSU Agreement to the Company shall be addressed to the Company in care of the Secretary of the Company at the Company's principal office, and any notice to be given to the Participant shall be addressed to the Participant at the Participant's last address reflected on the Company's records. Any notice shall be deemed duly given when sent via email or when sent by reputable overnight courier or by certified mail (return receipt requested) through the United States Postal Service.

4.14 Governing Law. The laws of the State of Nevada shall govern the interpretation, validity, administration, enforcement, and performance of the terms of this RSU Agreement regardless of the law that might be applied under principles of conflicts of laws.

4.15 Titles. Titles are provided herein for convenience only and are not to serve as a basis for interpretation or construction of this RSU Agreement.

EXHIBIT B
TO RESTRICTED STOCK UNIT GRANT NOTICE

CONSENT OF SPOUSE OR REGISTERED DOMESTIC PARTNER

I, _____, spouse or registered domestic partner of _____, have read and approve the Restricted Stock Unit Grant Notice (the "***Grant Notice***") to which this Consent of Spouse or Registered Domestic Partner is attached and the Restricted Stock Unit Agreement (the "***Agreement***") attached to the Grant Notice. In consideration of issuing to my spouse or registered domestic partner the Restricted Stock Units and Dividend Equivalents set forth in the Grant Notice, I hereby appoint my spouse or registered domestic partner as my attorney-in-fact in respect to the exercise of any rights under the Agreement and agree to be bound by the provisions of the Agreement insofar as I may have any rights in said Agreement and any Restricted Stock Units, Dividend Equivalents or any shares of the Class A common stock of The Trade Desk, Inc. issued pursuant thereto under the community property laws or similar laws relating to marital property in effect in the state of our residence as of the date of the electronic acceptance of the foregoing Agreement.

Dated: _____

_____
Signature of Spouse or Registered Domestic Partner

Exhibit 10.21

EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is made as of the date of the last signature hereto, between The Trade Desk, Inc., a Nevada corporation (the "Company"), and Tahnil Davis (the "Executive").

WHEREAS, effective as of the Effective Date, the Company desires to continue to employ the Executive and the Executive desires to continue to be employed by the Company on the terms and conditions contained herein.

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

1. Employment.

(a) Term. The term of this Agreement shall commence on January 23, 2026 (the "Effective Date") and continue until the termination of the Executive's employment in accordance with this Agreement (the "Term").

(b) Position and Duties. During the Term, Executive shall serve as Chief Accounting Officer ("CAO") and Principal Accounting Officer ("PAO"). For the period starting on the Effective Date and continuing through the date a New Chief Financial Officer ("New CFO") commences employment with the Company (the "Interim CFO Period"), the Executive shall serve as the Interim Chief Financial Officer and Interim Principal Financial Officer of the Company ("Interim CFO") in addition to serving as CAO and PAO. During the Term, the Executive shall have duties that are consistent with the Executive position or positions that she may hold from time to time. During the Interim CFO Period, the Executive shall report directly to the CEO and to the Board of Directors (the "Board"). After the Interim CFO Period, the Executive shall report directly to the New CFO and report to the CEO and the Board. For a three-month period after the end of the Interim CFO Period (the "Transition Period"), the Executive shall, in addition to performing her duties as CAO and PAO, assist the New CFO in transitioning into the CFO position. The Executive shall devote substantially all of her full working time and efforts to the business and affairs of the Company. Notwithstanding the foregoing, the Executive may (i) serve on other boards of directors, with the approval of the Board, or (ii) engage in religious, charitable or other community activities, or fulfill limited teaching, speaking and writing engagements, in each case, as long as such services and activities do not, individually or in the aggregate, materially interfere with the Executive's performance of her duties to the Company as provided in this Agreement. Effective as of the Effective Date, this Agreement shall become the sole binding contract relating to Executive's employment with the Company.

2. Compensation and Related Matters.

(a) Base Salary. During the Term, the Executive shall be paid a base salary at an annualized rate of $567,000 per year. The base salary in effect at any given time is referred to

herein as “Base Salary.” The Executive’s Base Salary shall be reviewed annually by the Board or designated committee thereof. The Base Salary shall be payable in a manner that is consistent with the Company’s usual payroll practices for executive officers, but no less often than monthly.

(b) Stipend. During the Interim CFO Period, in addition to the Base Salary, the Executive shall be paid a stipend at the rate of $635 per week (“Stipend”), which shall be paid in the same manner and at the same time as Base Salary.

(c) Incentive Compensation. The Executive shall be eligible to receive cash incentive compensation as determined by the Board or designated committee thereof from time to time. The Executive’s target annual incentive compensation for 2026 is prorated amount equal to target incentive compensation of $267,500 from January 1 through the day preceding the Effective Date and target incentive compensation of $567,000 from the Effective Date through year-end. Cash incentive compensation will be paid to the Executive in quarterly installments no later than sixty (60) days after the end of each relevant calendar quarter, subject to the Executive’s continued employment by the Company through the end of such calendar quarter. The cash incentive amount shall not include, and Executive shall not be entitled to, any payment for subsequent quarters of the year, true-up payment, or payment of uncapped amounts for past quarters, regardless of achievement of Company performance objectives in subsequent quarters. Notwithstanding anything to the contrary in this Agreement, Executive shall remain eligible for her incentive compensation bonus for the fourth quarter of 2025 with respect to Executive’s role as Chief Accounting Officer, subject to the terms and conditions of the Company’s Executive Bonus Plan.

(d) Retention Award. For each calendar quarter in the Interim CFO Period and the Transition Period, the Executive shall be paid a cash retention award (“Retention Award”) of $187,500, which will be prorated for any calendar quarter which begins before the Interim CFO Period or ends after the earlier of the Transition Period or the Date of Termination. Each Retention Award shall be paid within 30 days after the end of each calendar quarter in which it is earned.

(e) Equity Awards. The Executive will be eligible to receive awards of stock options, RSUs or other equity awards pursuant to any plans or arrangements the Company may have in effect from time to time. The Board or Compensation Committee will determine in its discretion whether Executive will be granted any such equity awards and the terms of any such award in accordance with the terms of any applicable plan or arrangement that may be in effect from time to time. Any equity awards already outstanding held by the Executive as of the Effective Date shall remain outstanding and continue vesting on their current terms and conditions (and shall not be forfeited upon an expiration of the Interim CFO Period if the Executive remains employed with the Company during the Term following such expiration).

(f) Expenses. The Executive shall be entitled to receive prompt reimbursement for all reasonable expenses incurred by her during the Term in performing services hereunder, in accordance with the policies and procedures then in effect and established by the Company for its executive officers.

(g) Other Benefits. During the Term, the Executive shall be eligible to participate in or receive benefits under the Company's employee benefit plans in effect from time to time, subject to the terms of such plans.

(h) Vacation. During the Term, the Executive shall be entitled to participate in any Company paid-time-off program applicable to its senior executives, as in effect from time to time. The Executive shall also be entitled to all paid holidays given by the Company to its executive officers.

(i) Attorneys' Fees. The Company shall pay the Executive or the Executive's attorneys, at the direction of the Executive, the amount of the reasonable attorneys' fees and costs billed to the Executive by her attorneys in connection with the negotiation and drafting of this Agreement; provided that such amount shall not exceed $25,000 in the aggregate. The Executive shall submit such bills within 45 days after this Agreement becomes effective, and the Company shall make the payment within 30 days after its receipt of the bills.

3. Termination. During the Term, the Executive's employment hereunder may be terminated without any breach of this Agreement under the following circumstances:

(a) Death. The Executive's employment hereunder shall terminate upon her death.

(b) Disability. The Company may terminate the Executive's employment if she is disabled and has been unable to perform the essential functions of the Executive's then existing position or positions under this Agreement with or without reasonable accommodation for a period of 180 days (which need not be consecutive) in any 12-month period. If any question shall arise as to whether during any period the Executive is disabled so as to be unable to perform the essential functions of the Executive's then existing position or positions with or without reasonable accommodation, the Executive may, and at the request of the Company shall, submit to the Company a certification in reasonable detail by a physician selected by the Company to whom the Executive or the Executive's guardian has no reasonable objection as to whether the Executive is so disabled or how long such disability is expected to continue, and such certification shall for the purposes of this Agreement be conclusive of the issue. The Executive shall cooperate with any reasonable request of the physician in connection with such certification. If such question shall arise and the Executive shall fail to submit such certification, the Company's determination of such issue shall be binding on the Executive. Nothing in this Section 3(b) shall be construed to waive the Executive's rights, if any, under existing law including, without limitation, the Family and Medical Leave Act of 1993, 29 U.S.C. §2601 et seq. and the Americans with Disabilities Act, 42 U.S.C. §12101 et seq.

(c) Termination by Company for Cause. The Company may terminate the Executive's employment hereunder for Cause. For purposes of this Agreement, "Cause" shall mean: (i) the Executive's conviction of or plea of no contest to a felony or a crime involving any financial dishonesty against the Company; (ii) the Executive's willful misconduct that causes material harm or loss to the Company, including, but not limited to, misappropriation or conversion of Company assets; (iii) the Executive's gross negligence or refusal or willful failure to act in accordance with any specific lawful direction or order of the Company (or a parent or subsidiary)

which causes material harm or loss to the Company (and the Executive's failure to cure the same, to the extent capable of cure, within 30 days of receiving written notice from the Company (or any acquirer or successor)); (iv) the Executive's material breach of any agreement with the Company (or a parent or subsidiary of the Company) which causes material harm or loss to the Company (and the Executive's failure to cure the same, to the extent capable of cure, within 30 days of receiving written notice from the Company (or any acquirer or successor)); (v) the Executive's unauthorized use or disclosure of the Company's confidential information or trade secrets, which use or disclosure causes material harm to the Company; or (vi) the Executive's failure to cooperate with a bona fide internal investigation or an investigation by regulatory or law enforcement authorities, after being instructed by the Company to cooperate, or the willful destruction or failure to preserve documents or other materials known to be relevant to such investigation or the inducement of others to fail to cooperate or to produce documents or other materials in connection with such investigation.

(d) Termination Without Cause. The Company may terminate the Executive's employment hereunder at any time without Cause. Any termination by the Company of the Executive's employment under this Agreement which does not constitute a termination for Cause under Section 3(c) and does not result from the death or disability of the Executive under Section 3(a) or (b) shall be deemed a termination without Cause.

(e) Termination by the Executive. The Executive may terminate her employment hereunder at any time for any reason, including but not limited to, Good Reason. For purposes of this Agreement, "Good Reason" shall mean that the Executive has complied with the "Good Reason Process" (hereinafter defined) following the occurrence of any of the following events: (i) a material diminution in the Executive's responsibilities, authority or duties; (ii) a material diminution in the Executive's Base Salary except for across-the-board salary reductions based on the Company's financial performance similarly affecting all or substantially all senior management employees of the Company; (iii) a material change in the geographic location at which the Executive provides services to the Company; or (iv) the material breach of this Agreement by the Company. "Good Reason Process" shall mean that (i) the Executive reasonably determines in good faith that a "Good Reason" condition has occurred; (ii) the Executive notifies the Company in writing of the first occurrence of the Good Reason condition within 60 days of the first occurrence of such condition; (iii) the Executive cooperates in good faith with the Company's efforts, for a period not less than 60 days following such notice (the "Cure Period"), to remedy the condition; (iv) notwithstanding such efforts, the Good Reason condition continues to exist; and (v) the Executive terminates her employment within 60 days after the end of the Cure Period. If the Company cures the Good Reason condition during the Cure Period, Good Reason shall be deemed not to have occurred. For the avoidance of doubt, it is acknowledged and agreed that (A) Executive's change in responsibilities, authority and duties as a result of ceasing to serve as the Interim CFO and (B) the compensation changes as a result of ceasing to serve as the Interim CFO, in each case, shall not constitute Good Reason hereunder.

(f) Notice of Termination. Except for termination as specified in Section 3(a), any termination of the Executive's employment by the Company or any such termination by the Executive shall be communicated by written Notice of Termination to the other party hereto. For

purposes of this Agreement, a "Notice of Termination" shall mean a notice which shall indicate the specific termination provision in this Agreement relied upon.

(g) Date of Termination. "Date of Termination" shall mean: (i) if the Executive's employment is terminated by her death, the date of her death; (ii) if the Executive's employment is terminated on account of disability under Section 3(b) or by the Company for Cause under Section 3(c), the date on which Notice of Termination is given; (iii) if the Executive's employment is terminated by the Company under Section 3(d), the date on which a Notice of Termination is given; (iv) if the Executive's employment is terminated by the Executive under Section 3(e) without Good Reason, 14 days after the date on which a Notice of Termination is given, provided, however, for any such notice delivered during the Interim CFO Period, the Date of Termination will be 30 days after delivery of the notice; and (v) if the Executive's employment is terminated by the Executive under Section 3(e) with Good Reason, the date on which a Notice of Termination is given after the end of the Cure Period. Notwithstanding the foregoing, in the event that the Executive gives a Notice of Termination to the Company, the Company may unilaterally accelerate the Date of Termination and such acceleration shall not result in a termination by the Company for purposes of this Agreement.

4. Compensation Upon Termination.

(a) Termination Generally. If the Executive's employment with the Company is terminated for any reason, the Company shall pay or provide to the Executive (or to her authorized representative or estate) (i) any Base Salary earned through the Date of Termination, unpaid expense reimbursements (subject to, and in accordance with, Section 2(f) of this Agreement) and unused vacation that accrued through the Date of Termination on or before the time required by law but in no event more than 30 days after the Date of Termination; (ii) any vested benefits the Executive may have under any employee benefit plans of the Company through the Date of Termination, which vested benefits shall be paid and/or provided in accordance with the terms of such employee benefit plans; and (iii) any benefits the Executive may have under any employee welfare benefit plans of the Company related to the Executive's employment with the Company through the Date of Termination, which benefits shall be paid and/or provided in accordance with the terms of such employee benefit plans (collectively, the "Accrued Benefit").

(b) Termination by the Company Without Cause or by the Executive with Good Reason. During the Term, if the Executive's employment is terminated by the Company without Cause as provided in Section 3(d), or the Executive terminates her employment for Good Reason as provided in Section 3(e), then the Company shall pay the Executive her Accrued Benefit. In addition, subject to the Executive signing a separation agreement containing, among other provisions, a general release of claims in favor of the Company and related persons and entities, confidentiality, return of property and non-disparagement, in a form and manner satisfactory to the Company (the "Separation Agreement and Release") and the Separation Agreement and Release becoming fully effective, all within the time frame set forth in the Separation Agreement and Release:

(i) the Company shall pay the Executive an amount equal to: (A) the sum of (1) the Executive's then current Base Salary plus (2) the Executive's target annual incentive compensation for the then-current year (the "Cash Severance"); and (B) a prorated portion of the annual incentive compensation based on actual achievement of performance objectives for the quarter of termination which shall be pro-rated as set forth in the Executive Bonus Plan (the "Incentive Amount"). The Incentive Amount shall not include, and Executive shall not be entitled to, any payment for subsequent quarters of the year, true-up payment, or payment of uncapped amounts for past quarters, regardless of achievement of performance objectives in subsequent quarters. Notwithstanding the foregoing, if the Executive breaches any of the provisions contained in the Confidentiality Agreement (as defined below), all payments of each of the Cash Severance and Incentive Amount shall immediately cease; and

(ii) The Retention Awards that the Executive would have earned had the Executive continued in employment through the earlier of (i) the end of the Transition Period and (ii) three months following the Date of Termination (including a pro-rated amount for the quarter in which the Date of Termination occurs), which will be paid at the time the Retention Awards would have been paid had the Executive continued in employment.

(iii) upon the Date of Termination, all stock options and other stock-based awards that are subject to time-based vesting in which the Executive would have vested if she had remained employed for an additional 12 months following the Date of Termination shall vest and become exercisable or nonforfeitable as of the Date of Termination; provided, however that accelerated vesting of any such equity awards that are subject to performance-based vesting shall be subject to the terms and conditions of the award agreement governing a particular equity award; and

(iv) if the Executive was participating in the Company's group health plan immediately prior to the Date of Termination and elects COBRA health continuation, then the Company shall pay to the Executive a monthly cash payment for 12 months or the Executive's COBRA health continuation period, whichever ends earlier, in an amount equal to the monthly employer contribution that the Company would have made to provide health insurance to the Executive if the Executive had remained employed by the Company (the "COBRA Amount"); and

(v) the Cash Severance and the COBRA Amount shall be paid out in substantially equal installments in accordance with the Company's payroll practice over 12 months commencing within 60 days after the Date of Termination; provided, however, that if the 60-day period begins in one calendar year and ends in a second calendar year, the Cash Severance and the COBRA Amount shall begin to be paid in the second calendar year by the last day of such 60-day period; provided, further, that the initial payment shall include a catch-up payment to cover amounts retroactive to the day immediately following the Date of Termination. The Incentive Amount shall be paid at the same time such annual incentive compensation is otherwise paid by the Company.

Notwithstanding any provision of this Agreement to the contrary, the Separation Agreement and Release shall not require the Executive to release or waive any claim or right with respect to: Accrued Benefits; vested equity awards; any payment described in Section 4(b) or Section 5 of this Agreement; or any right to indemnification or advancement in the Indemnification Agreement, or on any other basis, as described in Section 7(d) of this Agreement.

5. Change in Control Payment. The provisions of this Section 5 set forth certain terms of an agreement reached between the Executive and the Company regarding the Executive's rights and obligations upon the occurrence of a Change in Control of the Company. These provisions are intended to assure and encourage in advance the Executive's continued attention and dedication to her assigned duties and her objectivity during the pendency and after the occurrence of any such event. These provisions shall apply in lieu of, and expressly supersede, the provisions of Section 4(b) regarding severance pay and benefits upon a termination of employment, if such termination of employment occurs within three months prior to the occurrence of the first event constituting a Change in Control through 24 months following a Change in Control. These provisions shall terminate and be of no further force or effect beginning 24 months after the occurrence of a Change in Control.

(a) Change in Control. During the Term, if within three months prior to a Change in Control through 24 months after a Change in Control, the Executive's employment is terminated by the Company without Cause as provided in Section 3(d) or the Executive terminates her employment for Good Reason as provided in Section 3(e), then, subject to the signing of the Separation Agreement and Release by the Executive and the Separation Agreement and Release becoming fully effective, all within the time frame set forth in the Separation Agreement and Release,

(i) the Company shall pay the Executive a lump sum in cash in an amount equal to: (A) 2.0 times the sum of (1) the Executive's then current Base Salary (or the Executive's Base Salary in effect immediately prior to the Change in Control, if higher) plus (2) the Executive's target annual incentive compensation for the then-current year; and (B) the Incentive Amount; and

(ii) except as otherwise expressly provided in any applicable option agreement or other stock-based award agreement, all stock options and other stock-based awards that are subject to time-based vesting shall immediately accelerate and become fully exercisable or nonforfeitable as of the Date of Termination; provided, however, accelerated vesting of any such equity awards that are subject to performance-based vesting shall be subject to the terms and conditions of the award agreement governing a particular equity award; and

(iii) if the Executive was participating in the Company's group health plan immediately prior to the Date of Termination, a lump sum in cash in an amount equal to 24 months of the monthly employer contribution that the Company would have made to provide health insurance to the Executive if the Executive had remained employed by the Company; and

(iv) the amounts payable under this Section 5(a) shall be paid or commence to be paid within 60 days after the Date of Termination; provided, however, that if the 60-day period begins in one calendar year and ends in a second calendar year, such payment shall be paid or commence to be paid in the second calendar year by the last day of such 60-day period.

(b) Additional Limitation.

(i) Anything in this Agreement to the contrary notwithstanding, in the event that the amount of any compensation, payment or distribution by the Company to or for the benefit of the Executive, whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise, calculated in a manner consistent with Section 280G of the Internal Revenue Code of 1986, as amended (the "Code"), and the applicable regulations thereunder (the "Aggregate Payments"), would be subject to the excise tax imposed by Section 4999 of the Code, then the Aggregate Payments shall be reduced (but not below zero) so that the sum of all of the Aggregate Payments shall be $1.00 less than the amount at which the Executive becomes subject to the excise tax imposed by Section 4999 of the Code; provided that such reduction shall only occur if it would result in the Executive receiving a higher After Tax Amount (as defined below) than the Executive would receive if the Aggregate Payments were not subject to such reduction. In such event, the Aggregate Payments shall be reduced in the following order, in each case, in reverse chronological order beginning with the Aggregate Payments that are to be paid the furthest in time from consummation of the transaction that is subject to Section 280G of the Code: (1) cash payments not subject to Section 409A of the Code; (2) cash payments subject to Section 409A of the Code; (3) equity-based payments and acceleration; and (4) non-cash forms of benefits; provided that in the case of all the foregoing Aggregate Payments all amounts or payments that are not subject to calculation under Treas. Reg. §1.280G-1, Q&A-24(b) or (c) shall be reduced before any amounts that are subject to calculation under Treas. Reg. §1.280G-1, Q&A24(b) or (c).

(ii) For purposes of this Section 5(b), the "After Tax Amount" means the amount of the Aggregate Payments less all federal, state, and local income, excise and employment taxes imposed on the Executive as a result of the Executive's receipt of the Aggregate Payments. For purposes of determining the After Tax Amount, the Executive shall be deemed to pay federal income taxes at the highest marginal rate of federal income taxation applicable to individuals for the calendar year in which the determination is to be made, and state and local income taxes at the highest marginal rates of individual taxation in each applicable state and locality, net of the maximum reduction in federal income taxes which could be obtained from deduction of such state and local taxes.

(iii) The determination as to whether a reduction in the Aggregate Payments shall be made pursuant to Section 5(b)(i) shall be made by a nationally recognized accounting firm selected by the Company (the "Accounting Firm"), which shall provide detailed supporting calculations both to the Company and the Executive within 15 business days

of the Date of Termination, if applicable, or at such earlier time as is reasonably requested by the Company or the Executive. Any determination by the Accounting Firm shall be binding upon the Company and the Executive.

(b) Definitions. For purposes of this Section 5, the following terms shall have the following meanings:

"Change in Control" shall mean any of the following:

(i) any "person," as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended (the "Act") (other than the Company, any of its subsidiaries, or any trustee, fiduciary or other person or entity holding securities under any employee benefit plan or trust of the Company or any of its subsidiaries), together with all "affiliates" and "associates" (as such terms are defined in Rule 12b-2 under the Act) of such person, shall become the "beneficial owner" (as such term is defined in Rule 13d-3 under the Act), directly or indirectly, of securities of the Company representing 50 percent or more of the combined voting power of the Company's then outstanding securities having the right to vote in an election of the Board ("Voting Securities") (in such case other than as a result of an acquisition of securities directly from the Company); or

(ii) the date a majority of the members of the Board is replaced during any 12-month period by directors whose appointment or election is not endorsed by a majority of the members of the Board before the date of the appointment or election; or

(iii) the consummation of (A) any consolidation or merger of the Company where the stockholders of the Company, immediately prior to the consolidation or merger, would not, immediately after the consolidation or merger, beneficially own (as such term is defined in Rule 13d-3 under the Act), directly or indirectly, shares representing in the aggregate more than 50 percent of the voting shares of the Company issuing cash or securities in the consolidation or merger (or of its ultimate parent corporation, if any), or (B) any sale or other transfer (in one transaction or a series of transactions contemplated or arranged by any party as a single plan) of all or substantially all of the assets of the Company.

Notwithstanding the foregoing, a "Change in Control" shall not be deemed to have occurred for purposes of the foregoing clause (i) solely as the result of an acquisition of securities by the Company which, by reducing the number of shares of Voting Securities outstanding, increases the proportionate number of Voting Securities beneficially owned by any person to 50 percent or more of the combined voting power of all of the then outstanding Voting Securities; provided, however, that if any person referred to in this sentence shall thereafter become the beneficial owner of any additional shares of Voting Securities (other than pursuant to a stock split, stock dividend, or similar transaction or as a result of an acquisition of securities directly from the Company) and immediately thereafter beneficially owns 50 percent or more of the combined voting power of all of the then outstanding Voting Securities, then a "Change in Control" shall be deemed to have occurred for purposes of the foregoing clause (i).

6. Section 409A.

(a) Anything in this Agreement to the contrary notwithstanding, if at the time of the Executive's separation from service within the meaning of Section 409A of the Code, the Company determines that the Executive is a "specified employee" within the meaning of Section 409A(a)(2)(B)(i) of the Code, then to the extent any payment or benefit that the Executive becomes entitled to under this Agreement on account of the Executive's separation from service would be considered deferred compensation otherwise subject to the 20 percent additional tax imposed pursuant to Section 409A(a) of the Code as a result of the application of Section 409A(a)(2)(B)(i) of the Code, such payment shall not be payable and such benefit shall not be provided until the date that is the earlier of (A) six months and one day after the Executive's separation from service, or (B) the Executive's death. If any such delayed cash payment is otherwise payable on an installment basis, the first payment shall include a catch-up payment covering amounts that would otherwise have been paid during the six-month period but for the application of this provision, and the balance of the installments shall be payable in accordance with their original schedule.

(b) All in-kind benefits provided and expenses eligible for reimbursement under this Agreement shall be provided by the Company or incurred by the Executive during the time periods set forth in this Agreement. All reimbursements shall be paid as soon as administratively practicable, but in no event shall any reimbursement be paid after the last day of the taxable year following the taxable year in which the expense was incurred. The amount of in-kind benefits provided or reimbursable expenses incurred in one taxable year shall not affect the in-kind benefits to be provided or the expenses eligible for reimbursement in any other taxable year (except for any lifetime or other aggregate limitation applicable to medical expenses). Such right to reimbursement or in-kind benefits is not subject to liquidation or exchange for another benefit.

(c) To the extent that any payment or benefit described in this Agreement constitutes "non-qualified deferred compensation" under Section 409A of the Code, and to the extent that such payment or benefit is payable upon the Executive's termination of employment, then such payments or benefits shall be payable only upon the Executive's "separation from service." The determination of whether and when a separation from service has occurred shall be made in accordance with the presumptions set forth in Treasury Regulation Section 1.409A-1(h).

(d) The parties intend that this Agreement will be administered in accordance with Section 409A of the Code. To the extent that any provision of this Agreement is ambiguous as to its compliance with Section 409A of the Code, the provision shall be read in such a manner so that all payments hereunder comply with Section 409A of the Code. Each payment pursuant to this Agreement is intended to constitute a separate payment for purposes of Treasury Regulation Section 1.409A-2(b)(2). The parties agree that this Agreement may be amended, as reasonably requested by either party, and as may be necessary to fully comply with Section 409A of the Code and all related rules and regulations in order to preserve the payments and benefits provided hereunder without additional cost to either party.

(e) The Company makes no representation or warranty and shall have no liability to the Executive or any other person if any provisions of this Agreement are determined to constitute

deferred compensation subject to Section 409A of the Code but do not satisfy an exemption from, or the conditions of, such Section.

7. Confidential Information, Cooperation and Indemnification.

(a) Confidentiality Agreement. The terms of the Employee Confidentiality & Inventions Agreement, executed on or around March 3, 2015 (the "Confidentiality Agreement"), between the Company and the Executive, attached hereto as Exhibit A, continue to be in full force and effect and are incorporated by reference in this Agreement. The Executive hereby reaffirms the terms of the Confidentiality Agreement as material terms of this Agreement.

(b) Third-Party Agreements and Rights. The Executive hereby confirms that the Executive is not bound by the terms of any agreement with any previous employer or other party which restricts in any way the Executive's use or disclosure of information or the Executive's engagement in any business. The Executive represents to the Company that the Executive's execution of this Agreement, the Executive's employment with the Company and the performance of the Executive's proposed duties for the Company will not violate any obligations the Executive may have to any such previous employer or other party. In the Executive's work for the Company, the Executive will not disclose or make use of any information in violation of any agreements with or rights of any such previous employer or other party, and the Executive will not bring to the premises of the Company any copies or other tangible embodiments of non-public information belonging to or obtained from any such previous employment or other party.

(c) Litigation and Regulatory Cooperation. During and after the Executive's employment, the Executive shall cooperate fully with the Company in the defense or prosecution of any claims or actions now in existence or which may be brought in the future against or on behalf of the Company which relate to events or occurrences that transpired while the Executive was employed by the Company. The Executive's full cooperation in connection with such claims or actions shall include, but not be limited to, being available to meet with counsel to prepare for discovery or trial and to act as a witness on behalf of the Company at mutually convenient times. During and after the Executive's employment, the Executive also shall cooperate fully with the Company in connection with any investigation or review of any federal, state or local regulatory authority as any such investigation or review relates to events or occurrences that transpired while the Executive was employed by the Company. The Company shall reimburse the Executive for any reasonable out-of-pocket expenses incurred in connection with the Executive's performance of obligations pursuant to this Section 7(c).

(d) Indemnification. The Executive shall enter into the Company's standard form indemnification agreement. The rights of indemnification set out in this Section 7(d) shall be in addition to, and not exclusive of, any other rights to which the Executive may be entitled under the Company's articles of incorporation or bylaws, or any other agreement with the Company, any action taken by the stockholders or disinterested directors of the Company, or otherwise.

(e) Relief. The Executive agrees that it would be difficult to measure any damages caused to the Company which might result from any breach by the Executive of the promises set forth in the Confidentiality Agreement or this Section 7, and that in any event money damages

would be an inadequate remedy for any such breach. Accordingly, subject to Section 8 of this Agreement, the Executive agrees that if the Executive breaches, or proposes to breach, any portion of the Confidentiality Agreement or this Section 7, the Company shall be entitled, in addition to all other remedies that it may have, to an injunction or other appropriate equitable relief to restrain any such breach without showing or proving any actual damage to the Company. In addition, in the event the Executive breaches the Confidentiality Agreement or this Section 7 (other than her promise to testify as witness when requested) during a period when she is receiving severance payments pursuant to Section 4 or Section 5, the Company shall have the right to suspend or terminate such severance payments. Such suspension or termination shall not limit the Company's other options with respect to relief for such breach and shall not relieve the Executive of her duties under this Agreement.

(f) Protected Disclosures and Other Protected Action. Nothing contained in this Agreement limits the Executive's ability to file a charge or complaint with any federal, state or local governmental agency or commission (a "Government Agency"). In addition, nothing contained in this Agreement limits the Executive's ability to communicate with the Board or any committee of the Board, or with any Government Agency or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including the Executive's ability to provide documents or other information, without notice to the Company, nor do any of the provisions of the Confidentiality Agreement apply to truthful testimony in litigation. Further, notwithstanding anything herein to the contrary, to the extent required under applicable law, nothing in this Agreement limits the ability of the Executive to share compensation information concerning the Executive or others, except that the Executive may not disclose compensation information concerning others obtained because the Executive's job responsibilities require or allow access to such information.

8. Arbitration of Disputes. Any controversy or claim arising out of or relating to this Agreement or the breach thereof or otherwise arising out of the Executive's employment or the termination of that employment (including, without limitation, any claims of unlawful employment discrimination whether based on age or otherwise) shall, to the fullest extent permitted by law, be settled by arbitration in any forum and form agreed upon by the parties or, in the absence of such an agreement, under the auspices of the American Arbitration Association ("AAA") in Los Angeles, CA, in accordance with the Employment Dispute Resolution Rules of the AAA, including, but not limited to, the rules and procedures applicable to the selection of arbitrators. In the event that any person or entity other than the Executive or the Company may be a party with regard to any such controversy or claim, such controversy or claim shall be submitted to arbitration subject to such other person or entity's agreement. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. This Section 8 shall be specifically enforceable. Notwithstanding the foregoing, this Section 8 shall not preclude either party from pursuing a court action for the sole purpose of obtaining a temporary restraining order or a preliminary injunction in circumstances in which such relief is appropriate; provided that any other relief shall be pursued through an arbitration proceeding pursuant to this Section 8.

9. Consent to Jurisdiction. To the extent that any court action is permitted consistent with or to enforce Section 8 of this Agreement, the parties hereby consent to the jurisdiction of the courts of the California. Accordingly, with respect to any such court action, the Executive (a) submits to the personal jurisdiction of such courts; (b) consents to service of process; and (c) waives any other requirement (whether imposed by statute, rule of court, or otherwise) with respect to personal jurisdiction or service of process.

10. Integration. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements between the parties concerning such subject matter, provided that the Confidentiality Agreement remains in full force and effect.

11. Withholding. All payments made by the Company to the Executive under this Agreement shall be net of any tax or other amounts required to be withheld by the Company under applicable law.

12. Successor to the Executive. This Agreement shall inure to the benefit of and be enforceable by the Executive's personal representatives, executors, administrators, heirs, distributees, devisees and legatees. In the event of the Executive's death after her termination of employment but prior to the completion by the Company of all payments due her under this Agreement, the Company shall continue such payments to the Executive's beneficiary designated in writing to the Company prior to her death (or to her estate, if the Executive fails to make such designation).

13. Enforceability. If any portion or provision of this Agreement (including, without limitation, any portion or provision of any section of this Agreement) shall to any extent be declared illegal or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

14. Survival. The provisions of this Agreement shall survive the termination of this Agreement and/or the termination of the Executive's employment to the extent necessary to effectuate the terms contained herein.

15. Waiver. No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving party. The failure of any party to require the performance of any term or obligation of this Agreement, or the waiver by any party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach. The Company agrees that the Good Reason Process applies to any claim by the Executive that the Company has breached this Agreement; that the Executive's continued employment with the Company during the Good Reason Process shall not be considered to be an election of remedies by the Executive with respect to any such alleged breach; and that the Company waives any election of remedies defense to a breach of contract claim by the Executive arising from such continued employment.

16. Notices. Any notices, requests, demands and other communications provided for by this Agreement shall be sufficient if in writing and delivered in person or sent by a nationally recognized overnight courier service or by registered or certified mail, postage prepaid, return receipt requested, to the Executive at the last address the Executive has filed in writing with the Company or, in the case of the Company, at its main offices, attention of the Board.

17. Amendment. This Agreement may be amended or modified only by a written instrument signed by the Executive and by a duly authorized representative of the Company.

18. Governing Law. This contract shall be construed under and be governed in all respects by the laws of California, without giving effect to the conflict of laws principles thereof.

19. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be taken to be an original; but such counterparts shall together constitute one and the same document.

20. Successor to Company. The Company shall require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of the Company expressly to assume and agree to perform this Agreement to the same extent that the Company would be required to perform it if no succession had taken place. Failure of the Company to obtain an assumption of this Agreement at or prior to the effectiveness of any succession shall be a material breach of this Agreement.

21. Gender Neutral. Wherever used herein, a pronoun in the masculine gender shall be considered as including the feminine gender unless the context clearly indicates otherwise.

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the date and year first above written.

THE TRADE DESK, INC.

/s/ Jeff Green
By: Jeff Green
Its: Chief Executive Officer

EXECUTIVE

/s/ Tahnil Davis
Tahnil Davis

Exhibit A

Employee Confidentiality & Inventions Agreement

THE TRADE DESK, INC.

EMPLOYEE CONFIDENTIALITY & INVENTIONS AGREEMENT

This Agreement is entered by and between The Trade Desk, Inc. (the "Company"), and the undersigned employee ("Employee") effective as of the first date on which the Employee provides services for the Company.

In consideration of the promises and mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually covenanted and agreed by and between the parties as follows:

1. Confidential Information.

(a) Company Information. Employee shall at all times during the term of Employee's employment with the Company and thereafter, hold in strictest confidence, and not use, except for the benefit of the Company, or disclose to any person, firm or corporation without written authorization of the Board, any Confidential Information of the Company. As used herein, "Confidential Information" means any Company proprietary information, technical data, trade secrets or know-how, including, but not limited to, research, product plans, products, services, investors, business partners, customer lists and customers (including, but not limited to, those of the Company on whom Employee has called or with whom Employee became acquainted during the term of Employee's employment), markets, technology, developments, inventions, processes, methods of operation, formulas, designs, drawings, engineering, marketing, finances or other business information disclosed to Employee by the Company either directly or indirectly in writing, orally or by drawings or observation of parts or equipment. "Confidential Information" does not include any of the foregoing items which has become publicly known and made generally available through no wrongful act of Employee or of others who were under confidentiality obligations as to the item or items involved or improvements or new versions thereof.

(b) Former Employer Information. Employee shall not, during Employee's employment with the Company, improperly use or disclose any proprietary information or trade secrets of any former or concurrent employer or other person or entity and Employee shall not bring onto the premises of the Company any unpublished document or proprietary information belonging to any such employer, person or entity unless consented to in writing by such employer, person or entity.

(c) Third Party Information. Employee shall hold all confidential or proprietary information that the Company has received from any third party to which it is the Company's obligation to maintain the confidentiality of such information and to use it only for certain limited purposes in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out Employee's work for the Company consistent with the Company's agreement with such third party.

2. Inventions. Employee hereby represents, warrants and covenants with respect to Prior Inventions or Inventions (each, as defined below), as the case may be, as follows:

(a) Inventions Retained and Licensed. Employee hereby represents that there are no inventions, original works of authorship, developments, improvements, and trade secrets which were made by Employee prior to Employee's employment with the Company (collectively referred to as "Prior Inventions"), which belong to Employee (and not to any prior employer), which relate to the Company's business, proposed business, products or research and development, and which are not assigned to the Company hereunder. If in the course of Employee's employment with the Company, Employee incorporates into a product, process or machine for the benefit of the Company or any of its wholly owned subsidiaries a Prior Invention owned by Employee or in which the Employee has an interest, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use and sell such Prior Invention as part of or in connection with such product, process or machine.

(b) Assignment of Inventions. Employee shall make, or will promptly make, full written disclosure to the Company, will hold in trust for the sole right and benefit of the Company, and hereby assign to the Company, or its designee, all of Employee's right, title, and interest in and to any and all inventions, original works of authorship, developments, concepts, improvements, designs, discoveries, ideas, trademarks or trade secrets, whether or not patentable or registrable under copyright or similar laws, which Employee may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during the period of time Employee is employed by the Company (collectively referred to as "Inventions"), except as specifically provided in Section 2(f) below. Employee hereby acknowledges that all original works of authorship that are made by Employee (solely or jointly with others) within the scope of and during the period of Employee's employment with the Company are (i) "works made for hire," as that term is defined in the United States Copyright Act (to the extent protectable by copyright); and (ii) together with all related intellectual property rights of any sort anywhere in the world, the sole property of the Company. Employee hereby understands and agrees that

the decision whether or not to commercialize or market any Inventions developed by Employee solely or jointly with others is within the Company's sole discretion and for the Company's sole benefit and that no royalty will be due to Employee as a result of the Company's efforts to commercialize or market any such Inventions.

(c) Inventions Assigned to the United States. Employee shall assign to the United States government all Employee's right, title, and interest in and to any and all Inventions whenever such full title is required to be in the United States by a contract between the Company and the United States or any of its agencies.

(d) Maintenance of Records. Employee shall keep and maintain adequate and current written records of all Inventions made solely or jointly with others during the term of Employee's employment with the Company. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by the Company. The records will be available to and remain the sole property of the Company at all times.

(e) Patent and Copyright Registrations. Employee shall assist the Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in the Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which the Company shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to the Company, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Inventions, and any copyrights, patents, mask work rights or other intellectual property rights relating thereto. Employee agrees that it is Employee's obligation to execute or cause to be executed, when it is in Employee's power to do so, any such instrument or papers after the termination of this Agreement. If the Company is unable because of the Employee's mental or physical incapacity or for any other reason to secure Employee's signature to apply for or to pursue any application for any United States or foreign patents or copyright registrations covering Inventions or original works of authorship assigned to the Company as above, then Employee hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as Employee's agent and attorney in fact, to act for and in Employee's behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations thereon with the same legal force and effect as if executed by Employee.

(f) Exception to Assignments. It is agreed and acknowledged that the provisions of this Agreement requiring assignment of Inventions to the Company do not apply to any Inventions which qualifies fully under the provisions of California Labor Code Section 2870 (attached hereto as Exhibit A). Employee will advise the Company promptly in writing of any Inventions that the Employee believes meet the criteria in California Labor Code Section 2870.

3. Conflicting Employment. Employee shall perform Employee's duties faithfully and to the best of Employee's ability and shall devote Employee's full business time and effort to the performance of Employee's duties hereunder. Employee shall not, during the term of Employee's employment with the Company, engage in any other employment, occupation, consulting or other business activity directly related to the business in which the Company, or its subsidiaries are now involved or become involved during the term of Employee's employment, nor will Employee engage in any other activities that conflict with Employee's obligations to the Company.

4. Returning Company Documents. At the time of leaving the employ of the Company, Employee covenants that Employee shall deliver to the Company (and will not keep in Employee's possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, other documents or property, or reproductions of any aforementioned items developed by Employee pursuant to Employee's employment with the Company or otherwise belonging to the Company, its successors or assigns, including, without limitation, those records maintained pursuant to paragraph 2(d).

5. Notification of New Employer. In the event that Employee leaves the employ of the Company, Employee agrees to grant consent to notification by the Company to Employee's new employer about Employee's rights and obligations under this Agreement.

6. Solicitation of Employees. Employee covenants that, for a period of twelve months immediately following the termination of Employee's relationship with the Company for any reason, whether with or without cause, Employee shall not either directly or indirectly solicit, induce, recruit or encourage any of the Company's employees or employees of any Company subsidiaries to leave their employment, or take away such employees, or attempt to solicit, induce, recruit, encourage or take away their employees, either for Employee or for any other person or entity.

7. Passwords, etc.; Expectation of Privacy. Employee will not (i) reveal, disclose or otherwise make available to any person any Company password or key, whether or not the password or key is assigned to Employee or (ii) obtain, possess or use in any manner a Company password or key that is not assigned to Employee. Employee will use his or her best efforts to prevent the unauthorized use of any laptop or personal computer, peripheral device, software or related technical documentation that the Company issues to Employee and will not input, load or otherwise attempt any unauthorized use of software in any Company computer, whether or not such computer is assigned to Employee. Employee acknowledges and agrees that Employee has no expectation of privacy with respect to Company telecommunications, networking or information processing systems (including, without limitation, files, e-mail messages, and voice messages) and that activity and any files or messages on or using any of those systems may be monitored at any time without notice.

8. Right to Advice of Counsel. Employee acknowledges that Employee has had the right to consult with counsel and is fully aware of Employee's rights and obligations under this Agreement.

9. Successors.

   (a) Company's Successors. Any successor to the Company (whether direct or indirect and whether by purchase, lease, merger, consolidation, liquidation or otherwise) to all or substantially all of the Company's business and/or assets shall assume the obligations under this Agreement and agree expressly to perform the obligations under this Agreement in the same manner and to the same extent as the Company would be required to perform such obligations in the absence of a succession. For all purposes under this Agreement, the term "Company," shall include any successor to the Company's business and/or assets which executes and delivers the assumption agreement described in this subsection (a) or which becomes bound by the terms of this Agreement by operation of law.

   (b) Employee's Successors. Without the written consent of the Company, Employee shall not assign or transfer this Agreement or any right or obligation under this Agreement to any other person or entity. Notwithstanding the foregoing, the terms of this Agreement and all rights of Employee hereunder shall inure to the benefit of, and be enforceable by, Employee's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees.

10. Notice Clause. Any notice hereby required or permitted to be given shall be sufficiently given if in writing and delivered in person or sent by facsimile, electronic mail, overnight courier or First Class mail, postage prepaid, to either party at the address of such party or such other address as shall have been designated by written notice by such party to the other party. Any notice or other communication required or permitted to be given under this Agreement will be deemed given (i) upon personal delivery to the party to be notified (ii) on the day when delivered by electronic mail to the proper electronic mail address, (iii) when sent by confirmed facsimile if sent during normal business hours of the recipient, if not, then on the next business day, (iv) the first business day after deposit with a nationally recognized overnight courier, specifying next day delivery, or (v) the third business day after the day on which such notice was mailed in accordance with this Section.

11. Arbitration.

   (a) Except as provided in Section 10(e) below, this Agreement shall be governed by the Federal Arbitration Act and the California Arbitration Act. The parties hereby agree that a neutral arbitrator from the American Arbitration Association ("AAA") will administer any such arbitration(s) under the AAA's National Rules for the Resolution of Employee Disputes. The arbitration shall take place in Los Angeles, California.

   (b) The parties may conduct only essential discovery (i.e., discovery sufficient to arbitrate the claim at issue) prior to the hearing, as defined by the AAA arbitrator. Following the hearing, the AAA arbitrator shall issue a written decision, which contains the essential findings and conclusions on which the decision is based. The parties agree that the result of arbitration hereunder shall be final and binding upon the parties, and judgment upon the award may be entered in any court having jurisdiction. The arbitration ruling may be subject to limited judicial review as provided by applicable law.

   (c) Employee shall bear only those costs of arbitration he or she would otherwise bear had Employee brought a claim covered by this Agreement in court. The Company shall pay for the costs that are unique to the arbitration. Each party will be responsible for payment of its own attorneys' fees. However, if any party prevails on a statutory claim that affords the prevailing party attorneys' fees, the arbitrator may award reasonable attorneys' fees to the prevailing party.

   (d) The arbitrator shall not have any power, authority or jurisdiction to change or modify any provision of this Agreement.

(e) The parties may apply to any court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other interim or a conservatory relief, as necessary, without breach of this arbitration agreement and without abridgement of the powers of the arbitrator.

(f) EMPLOYEE HAS READ AND UNDERSTANDS THIS SECTION, WHICH DISCUSSES ARBITRATION. EMPLOYEE UNDERSTANDS THAT BY SIGNING THIS AGREEMENT, EMPLOYEE AGREES TO SUBMIT ANY CLAIMS ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT, OR THE INTERPRETATION, VALIDITY, CONSTRUCTION, PERFORMANCE, BREACH OR TERMINATION THEREOF TO BINDING ARBITRATION, UNLESS OTHERWISE REQUIRED BY LAW, AND THAT THIS ARBITRATION CLAUSE CONSTITUTES A WAIVER OF EMPLOYEE'S RIGHT TO A JURY TRIAL AND RELATES TO THE RESOLUTION OF ALL DISPUTES RELATING TO EMPLOYEE'S RELATIONSHIP WITH THE COMPANY, INCLUDING, BUT NOT LIMITED TO, CLAIMS OF HARASSMENT, DISCRIMINATION, WRONGFUL TERMINATION AND ANY STATUTORY CLAIMS.

12. Severability. The invalidity or unenforceability of any provision of this Agreement, or any terms hereof, shall not affect the validity or enforceability of any other provision or term of this Agreement.

13. Integration. This Agreement, together with the offer letter executed on or about the date hereof, represents the entire agreement and understanding between the parties as to the subject matter herein and supersedes all prior or contemporaneous agreements whether written or oral. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of the parties hereto.

14. Governing Law. This Agreement shall be governed by and construed in accordance with the internal substantive laws, but not the choice of law rules, of the state of California.

15. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each of the parties has executed this Agreement, in the case of the Company by their duly authorized officers, as of the day and year first above written.

The Trade Desk, Inc.

/s/ Paul Ross
Paul Ross
Chief Financial Officer

EMPLOYEE

/s/ Tahnil Davis
Tahnil Davis

EXHIBIT A
To

EMPLOYEE CONFIDENTIALITY AND INVENTIONS AGREEMENT

CALIFORNIA LABOR CODE SECTION 2870
INVENTION ON OWN TIME – EXEMPTION FROM AGREEMENT

"(a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of employee's rights in an invention to employee's employer shall not apply to an invention that the employee developed entirely on employee's own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

(1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or
(2) Result from any work performed by the employee for the employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision, the provision is against the public policy of this state and is unenforceable."

EXHIBIT 21.1

SUBSIDIARIES OF THE TRADE DESK, INC.

The Trade Desk International Limited (United Kingdom)

The UK Trade Desk Ltd (United Kingdom)

The Trade Desk UK LLC

The Trade Desk Australia PTY LTD (Australia)

The Trade Desk GmbH (Germany)

The Trade Desk Korea Yuhan Hoesa (South Korea)

The Trade Desk (Singapore) PTE. LTD. (Singapore)

The Trade Desk Japan K.K. (Japan)

The Trade Desk Limited (Hong Kong)

Cui Yi Information Science and Technology (Shanghai) Company Limited

The Trade Desk France SAS (France)

The Trade Desk Spain S.L.U. (Spain)

The Trade Desk Canada Inc. (Canada)

The Trade Desk Italy SRL (Italy)

Trade Desk India Private Limited (India)

PT The Trade Desk Indonesia (Indonesia)

The Trade Desk (Thailand) Ltd

The Trade Desk Nordics AB (Sweden)

The Trade Desk Taiwan Information and Science Technology Limited (Taiwan)

Cui Yi Information and Technology (Shenzhen) Company Limited

The Trade Desk FZ LLC (United Arab Emirates)

TD7, LLC. (United States)

EXHIBIT 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in the Registration Statements on Form S-3 (No. 333-274192) and Form S-8 (No. 333-285131, No. 333-277118, No. 333- 269803, No. 333-262793, No. 333-253276, No. 333-236730, No. 333-229849, No. 333-223354, No. 333-218135 and No. 333-213750) of The Trade Desk, Inc. of our report dated February 27, 2026 relating to the financial statements and the effectiveness of internal control over financial reporting, which appears in this Form 10-K.

/s/ PricewaterhouseCoopers LLP

Los Angeles, California
February 27, 2026

EXHIBIT 31.1

Certification of Principal Executive Officer
pursuant to
Exchange Act Rules 13a-14(a) and 15d-14(a),
as adopted pursuant to
Section 302 of the Sarbanes-Oxley Act of 2002

I, Jeff T. Green, certify that:

1. I have reviewed this annual report on Form 10-K of The Trade Desk, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 27, 2026

/s/ Jeff T. Green

Jeff T. Green
Chief Executive Officer
(Principal Executive Officer)

EXHIBIT 31.2

Certification of Principal Financial Officer
pursuant to
Exchange Act Rules 13a-14(a) and 15d-14(a),
as adopted pursuant to
Section 302 of the Sarbanes-Oxley Act of 2002

I, Tahnil Davis, certify that:

1. I have reviewed this annual report on Form 10-K of The Trade Desk, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 27, 2026

/s/ Tahnil Davis

Tahnil Davis
Interim Chief Financial Officer, Chief Accounting Officer
(Interim Principal Financial Officer, Principal Accounting Officer)

EXHIBIT 32.1

Certifications of Principal Executive Officer and Principal Financial Officer
pursuant to
18 U.S.C. Section 1350,
as adopted pursuant to
Section 906 of the Sarbanes-Oxley Act of 2002

Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, Jeff T. Green, Chief Executive Officer (Principal Executive Officer) of The Trade Desk, Inc. (the "Company"), and Tahnil Davis, Interim Chief Financial Officer (Principal Financial Officer) of the Company, each hereby certifies that, to the best of his or her knowledge:

1) The Company's Annual Report on Form 10-K for the year ended December 31, 2025, to which this certification is attached as Exhibit 32.1 (the "Report"), fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: February 27, 2026

/s/ Jeff T. Green
Jeff T. Green
Chief Executive Officer
(Principal Executive Officer)

/s/ Tahnil Davis
Tahnil Davis
Interim Chief Financial Officer, Chief Accounting Officer
(Interim Principal Financial Officer, Principal Accounting Officer)

The foregoing certifications are being furnished pursuant to 18 U.S.C. Section 1350. They are not being filed for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, and are not to be incorporated by reference into any filing of the Company, regardless of any general incorporation language in such filing.