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As filed with the Securities and Exchange Commission on November 20, 2020.

Registration No. 333-

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

FORM S-1
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

ContextLogic Inc.

(Exact Name of Registrant as Specified in its Charter)

Delaware	5961	27-2930953
(State or Other Jurisdiction of Incorporation or Organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification Number)

One Sansome Street 40th Floor
San Francisco, CA 94104
(415) 432-7323

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

Rajat Bahri
Chief Financial Officer
ContextLogic Inc.
One Sansome Street 40th Floor
San Francisco, CA 94104
415-432-7323

(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:

Ilan Lovinsky Jeffrey R. Vetter Ryan J. Gunderson Colin G. Conklin Gunderson Dettmer Stough Villeneuve Franklin & Hachigian, LLP One Bush Plaza, Suite 1200 San Francisco, CA 94104 (415) 978-9803	Devang S. Shah Renee Jackson Jilliana Wong ContextLogic Inc. One Sansome Street 40th Floor San Francisco, CA 94104 (415) 432-7323	Dave Peinsipp Eric Jensen Calise Cheng Cooley LLP 101 California Street, 5th Floor San Francisco, CA 94111 (415) 693-2000

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

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

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

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

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

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

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Proposed Maximum Aggregate Offering Price[(1)(2)]	Amount of Registration Fee
Class A Common Stock, $0.0001 par value	$1,000,000,000	$109,100

(1) Estimated solely for the purpose of calculating the amount of the registration fee in accordance with Rule 457(o) under the Securities Act of 1933, as amended.
(2) Includes the aggregate offering price of additional shares that the underwriters have the option to purchase.

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

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The information in this preliminary prospectus is not complete and may be changed. We may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This preliminary prospectus is not an offer to sell nor does it seek an offer to buy these securities in any jurisdiction where the offer or sale is not permitted.

Subject to Completion, Dated , 2020

Shares

Class A Common Stock

This is the initial public offering of shares of Class A common stock of ContextLogic Inc. (d/b/a "Wish"). We are offering shares of Class A common stock.

We have two classes of common stock, Class A common stock and Class B common stock. The rights of the holders of Class A common stock and Class B common stock are identical, except voting, transfer, and conversion rights. Each share of Class A common stock is entitled to one vote. Each share of Class B common stock is entitled to 20 votes and is convertible at any time into one share of Class A common stock. See the section titled "Description of Capital Stock" herein for additional information on our capital stock. The holders of our outstanding shares of Class B common stock will hold approximately % of the voting power of our outstanding capital stock immediately following this offering, and our founder, Chief Executive Officer, and Chairperson, Peter Szulczewski, will hold, or have the ability to control, approximately % of the voting power of our outstanding capital stock immediately following this offering. See the section titled "Risk Factors—Risks Related to this Offering and Our Class A Common Stock" herein for additional information.

Prior to this offering, there has been no public market for our Class A common stock. It is currently estimated that the initial public offering price will be between $ and $ per share.

We have applied to list our Class A common stock on the Nasdaq Global Select Market under the symbol "WISH."

See the section titled "Risk Factors" beginning on page 21 to read about factors you should consider before deciding to invest in shares of our Class A common stock.

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

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

(1) See the section titled "Underwriting" on page 207 for a description of the compensation payable to the underwriters.

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

The underwriters expect to deliver the shares of Class A common stock against payment in New York, New York on , 2020.

Goldman Sachs & Co. LLC **J.P. Morgan** **BofA Securities**

Citigroup **Deutsche Bank Securities** **UBS Investment Bank** **RBC Capital Markets** **Credit Suisse**

Cowen Oppenheimer & Co. Stifel William Blair

Academy Securities Loop Capital Markets R. Seelaus & Co., LLC

Prospectus dated , 2020

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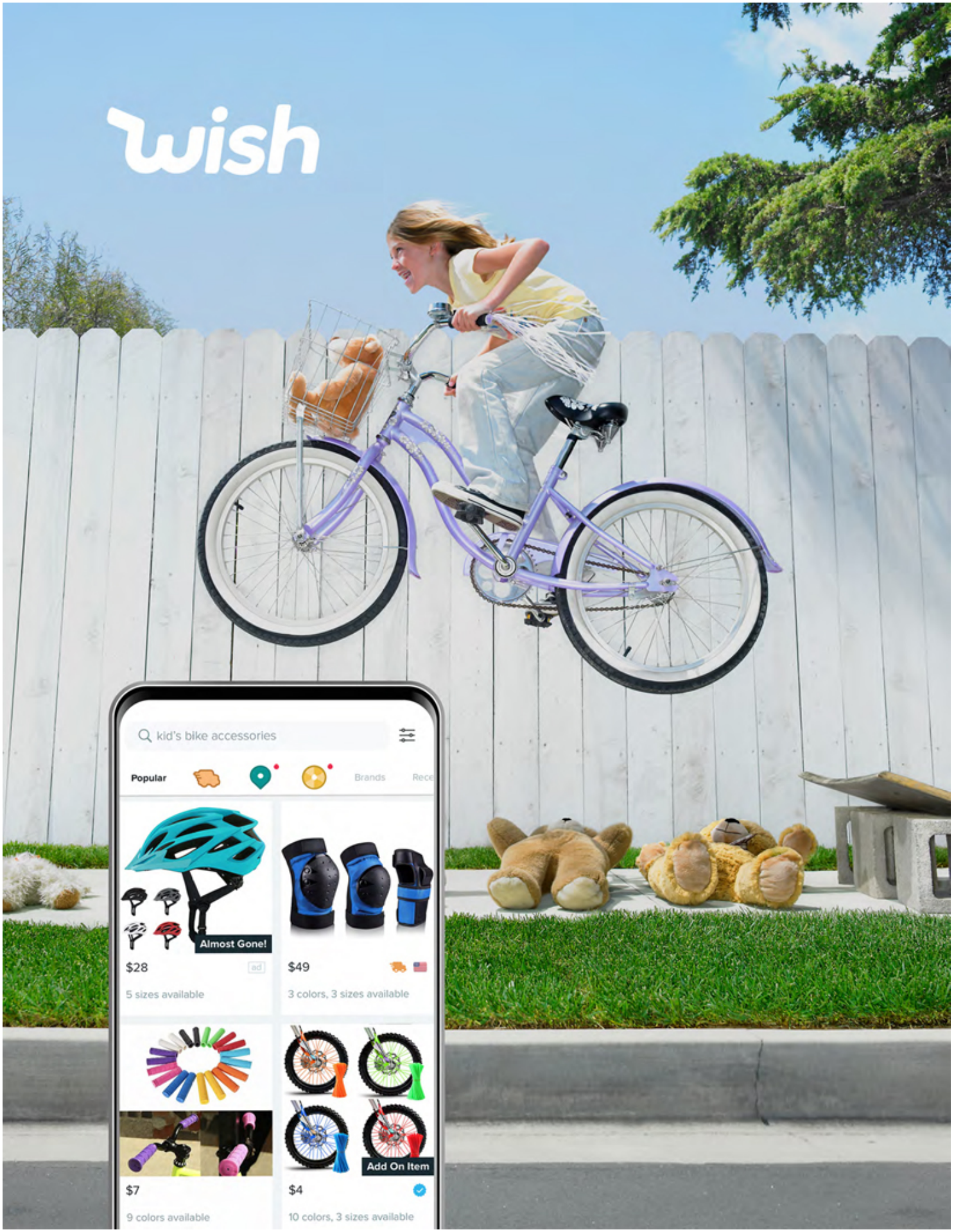

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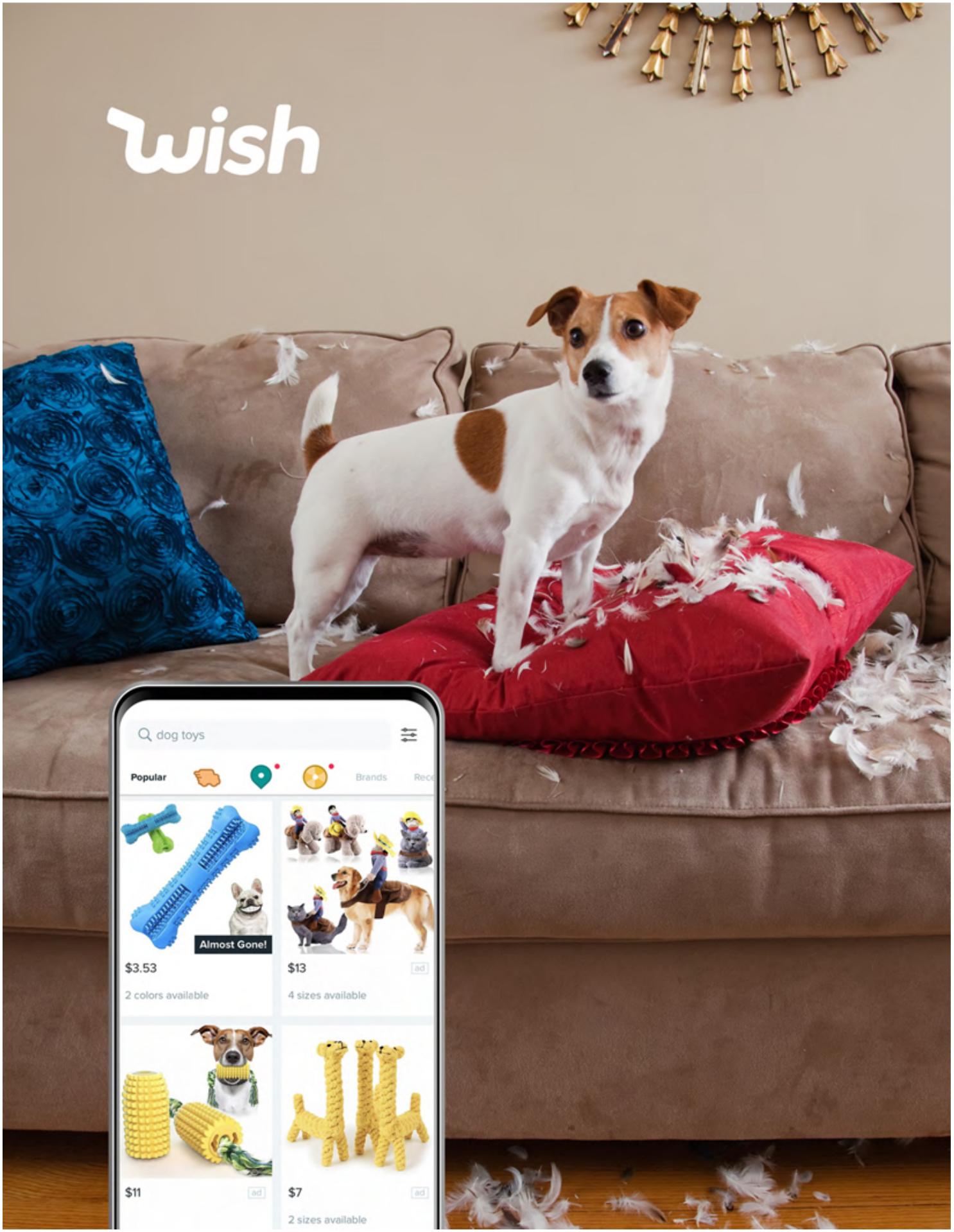

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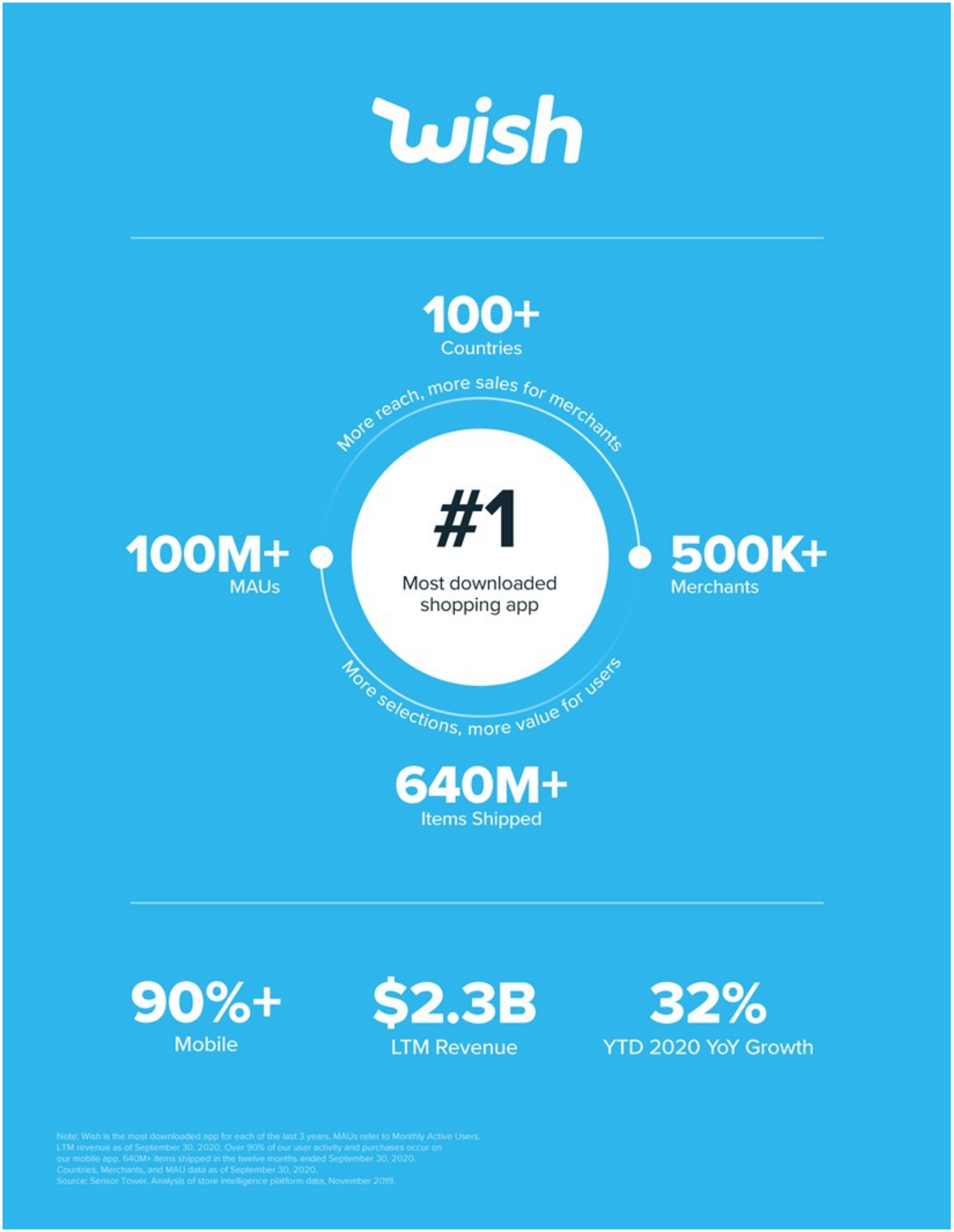
Our Mission

Bring an affordable and entertaining mobile shopping experience to billions of consumers around the world.


wish
100+
Countries
More reach, more sales for merchants
100M+
MAUs
#1
Most downloaded shopping app
500K+
Merchants
More selections, more value for users
640M+
Items Shipped
90%+
Mobile
$2.3B
LTM Revenue
32%
YTD 2020 YoY Growth
Note: Wish is the most downloaded app for each of the last 3 years. MAUs refer to Monthly Active Users. LTM revenue as of September 30, 2020. Over 90% of our user activity and purchases occur on our mobile app. 640M+ items shipped in the twelve months ended September 30, 2020. Countries, Merchants, and MAU data as of September 30, 2020.
Source: Sensor Tower, Analysis of store intelligence platform data, November 2019.

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Through and including , (the 25th day after the date of this prospectus), all dealers effecting transactions in these securities, whether or not participating in this offering, may be required to deliver a prospectus. This is in addition to a dealer's obligation to deliver a prospectus when acting as an underwriter and with respect to an unsold allotment or subscription.

Neither we nor any of the underwriters have authorized anyone to provide any information or to make any representations other than those contained in this prospectus or in any free writing prospectuses prepared by us or on our behalf or to which we have referred you. Neither we nor any of the underwriters take any responsibility for, and can provide no assurance as to the reliability of, any other information that others may give you. This prospectus is an offer to sell only the shares our Class A common stock offered hereby, but only under circumstances and in jurisdictions where it is lawful to do so. The information contained in this prospectus is current only as of the date on the front cover of the prospectus. Our business, financial condition, results of operations, and prospects may have changed since that date.

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

PROSPECTUS SUMMARY

This summary highlights information appearing elsewhere in this prospectus and is qualified in its entirety by the more detailed information and financial statements included elsewhere in this prospectus. This summary does not contain all the information you should consider before investing in our Class A common stock. You should read this entire prospectus carefully, including the sections titled "Risk Factors" and "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our consolidated financial statements and related notes included elsewhere in this prospectus, before making any investment decision. Unless the context otherwise requires, we use the terms "Wish," the "company," "we," "us," and "our" in this prospectus to refer to ContextLogic Inc. (d/b/a "Wish").

Overview

We launched Wish with a simple mission—to bring an affordable and entertaining mobile shopping experience to billions of consumers around the world. Since our founding in 2010, our vision has been to unlock ecommerce for consumers and merchants, by providing consumers access to a vast selection of affordable products and by providing merchants access to hundreds of millions of consumers globally. We have become one of the largest and fastest growing global ecommerce platforms, connecting more than 100 million monthly active users ("MAUs" or "monthly active users") in over 100 countries to over 500,000 merchants offering approximately 150 million items. Our platform combines technology and data science capabilities, an innovative and discovery-based mobile shopping experience, a comprehensive suite of indispensable merchant services, and a massive scale of users, merchants, and items. This combination has allowed us to become the most downloaded global shopping app for each of the last three years according to a report from Sensor Tower.[1]

We are focused on democratizing mobile commerce by making it affordable and accessible to anyone. The global mobile commerce market was $2.1 trillion in 2019 and is expected to more than double to reach $4.5 trillion by 2024.[2] While ecommerce grew from 3% of global commerce in 2010 to 14% in 2019, ecommerce companies have largely focused on serving affluent consumers by offering branded goods and prioritizing convenience over price. However, 44% of U.S. consumers and 85% of European consumers have a household income of less than $75,000[3] and cannot afford many traditional ecommerce offerings. Additionally, in the emerging economies of Africa, the Middle East, Latin America, and Eastern Europe, where the average household income is approximately $18,000, affordability will be the key element for users shopping online. We believe that the next billion ecommerce customers will be these value-conscious consumers. According to a survey we conducted in 2020 across 2,850 consumers in select countries, approximately 75% of those responding prioritize the price of an item over brand and delivery time. We built Wish to serve these consumers who favor affordability over brand and convenience, and are being underserved by traditional ecommerce platforms.

We are revolutionizing mobile commerce with a user experience that is mobile-first, discovery-based, deeply-personalized, and entertaining. Over 90% of our user activity and purchases occur on our mobile app. Our data science capabilities allow us to mirror how consumers have shopped for decades in brick-and-mortar stores by offering a discovery-based shopping experience on a mobile device. Our highly-personalized product feed enables our users to discover products they want to purchase by simply scrolling through our mobile app and browsing. Over 70% of the sales on our platform do not involve a search query and instead come from personalized browsing. Wish users

1 Sensor Tower, analysis of store intelligence platform data, November 2019.
2 eMarketer, Global eCommerce 2020, June 2020.
3 Euromonitor International Limited, Economies and Consumers, updated August 2020.

engage with our app in a similar manner to how they engage with social media; scrolling through image-rich, highly-engaging, and interactive content. To enhance user engagement, we incorporate fresh gamified features, rich user-generated content including photos, videos, and reviews, and a wide range of relevant products to make shopping more entertaining. Our differentiated user experience has driven superior engagement with Wish users spending on average over nine minutes per day on our platform during the twelve months ended September 30, 2020.

We also built Wish to empower merchants around the world. Today, most of our merchants are based in China. We initially grew our platform focusing on merchants in China, the world's largest exporter of goods for the last decade,[4] due to these merchants' strength in selling quality products at competitive prices. We continue to expand our merchant base around the world. The number of merchants on our platform in North America, Europe, and Latin America has grown approximately 234% since 2019. In particular, the number of merchants on our platform in the United States has grown approximately 268% since 2019. Through our diversified and global merchant base, we are able to offer greater depth and breadth of categories and products. For example, in 2019, four out of the top 10 selling merchants on our platform were located in the United States selling refurbished electronics, beauty products, and hobby items, which illustrates the ongoing diversification of our merchant base and product categories. We give our merchants immediate access to our global base of over 100 million monthly active users and a comprehensive suite of indispensable services, including demand generation and engagement, user-generated content creation, data intelligence, promotional and logistics capabilities, and business operations support, all in a cost-efficient manner.

Local brick-and-mortar stores worldwide are struggling to attract consumers and compete in a retail world being transformed by ecommerce and industry consolidation. We launched Wish Local in 2019 to help these merchants increase their online reach and discovery, gain foot traffic, and drive additional sales. Today, we have almost 50,000 Wish Local partners in 50 countries who have signed up to our Sell on Wish feature to upload their in-store inventory on Wish for local pick-up or delivery. Our Wish Local partners also serve as Wish Pickup locations for online Wish orders, which effectively gives us a local warehousing and fulfillment footprint around the world without owning any real estate.

Our scale, combined with our extensive data science capabilities, provides us with a unique competitive advantage and is core to our business operations. We collect, analyze, and utilize data across over 100 million monthly active users, over 500,000 merchants, and approximately 1.8 million items sold per day to improve the shopping experience for users and the selling experience for merchants. Our proprietary algorithms analyze a rich and growing data set of transactions and historical behaviors of both users and merchants to drive continuous optimization on the platform and inform key business decisions on a daily basis. Our data science enables personalization at the individual user level at a massive scale and drives significant advantages across all aspects of our business operations, including user acquisition, user experience, pricing strategies, user-generated content, merchant insights, and user and merchant support. For example, our user acquisition strategies utilize our data science capabilities to make decisions on what to show to whom, when, and through which acquisition channel, with a focus on maximizing our return on marketing investment and user conversion. We also leverage our data and unique insights to extend our platform outside of our core business and drive additional growth opportunities, including new services to merchants and new categories for users.

Our proprietary data and technology also fuel our powerful network effects. As Wish grows, we accumulate more data across user and merchant activities, we strengthen our data advantage, and we create an even better experience for everyone on our platform, which in turn attracts more users and

[4] The World Factbook 2020. Washington, DC: Central Intelligence Agency, 2020.

merchants. As more users come to Wish, driven by the affordable value proposition and differentiated shopping experience, we drive more sales to our merchants. Adding more users also reinforces our user-generated feedback loop of ratings, reviews, photos, and videos, which drives greater user engagement. As more merchants succeed on Wish, more merchants join the platform to grow their businesses, broadening our product selection, which in turn improves the user experience. This flywheel effect has driven tremendous value to both users and merchants and has made Wish one of the largest ecommerce marketplaces in the world.

We have experienced substantial growth since our founding in 2010. We grew our revenue from $1.1 billion in 2017 to $1.9 billion in 2019 at a compound annual growth rate of 31% and from $1.3 billion for the nine months ended September 30, 2019 to $1.7 billion for the nine months ended September 30, 2020, an increase of 32%. Our revenue is diversified and global. In 2019, 93% of our revenue was from marketplace services, 84% of which was from core marketplace revenue and 16% of which was from our native advertising tool, ProductBoost, and 7% was from logistics services. We refer to our marketplace revenue, excluding revenue from ProductBoost, as our core marketplace revenue. ProductBoost is an advertising feature by which our merchants can promote their listings within user feeds. For the nine months ended September 30, 2020, 82% of our revenue was from marketplace services, 90% of which was from core marketplace revenue and 10% of which was from ProductBoost, and 18% was from logistics services. In terms of geographic diversification by users, for the nine months ended September 30, 2020, 43% of our core marketplace revenue came from Europe, 42% from North America, 5% from South America, and 10% from the rest of the world. Our growth has been highly capital efficient. We have been able to achieve this massive growth and scale by having net cumulative cash flow from operations of $16 million from January 1, 2017 to September 30, 2020, aided by our positive cash float, where we receive an upfront payment from a user, and remit payment to a merchant a number of weeks later. In 2019, we generated a net loss of $129 million and Adjusted EBITDA of $(127) million, compared to a net loss of $208 million and Adjusted EBITDA of $(211) million in 2018, and a net loss of $207 million and Adjusted EBITDA of $(135) million in 2017. For the nine months ended September 30, 2020, we generated a net loss of $176 million and Adjusted EBITDA of $(99) million, compared to a net loss of $5 million and Adjusted EBITDA of $(11) million for the nine months ended September 30, 2019. See “Selected Consolidated Financial and Other Data—Non-GAAP Financial Measures” for more information and for a reconciliation of Adjusted EBITDA to net loss, the most directly comparable financial measure calculated and presented in accordance with U.S. generally accepted accounting principles (“U.S. GAAP”).

Our Market Opportunity

Global ecommerce is a massive and growing market. In 2019, global ecommerce was a $3.4 trillion market expected to nearly double to reach $6.3 trillion by 2024. Within ecommerce, mobile is the clear dominant force, comprising 63% of global ecommerce in 2019, and is expected to grow to 71% by 2024[5]. While the market is large and rapidly growing, modern ecommerce has not evolved to fit the expectations and affordability needs of the global population.

Billions of Value-Conscious Consumers Are Underserved

Value-conscious consumers represent a large and growing portion of the global consumer population, and they have been historically underserved by traditional ecommerce. For this segment of

[5] eMarketer, Global eCommerce, 2020.

the global population, price is often the single most important determinant when making a purchase. Forty-four percent of U.S. consumers and 85% of European consumers have a household income of less than $75,000[6], and we estimate that there are over 1 billion households with income of less than $75,000 around the world, excluding China and India. Additionally, in the emerging economies of Africa, the Middle East, Latin America, and Eastern Europe, where the average household income is approximately $18,000, affordability will be the key element for users shopping online for the first time. We believe that the next billion ecommerce customers will be these value-conscious consumers.

Traditional Ecommerce Does Not Meet Evolving Consumer Behavior

Shopping in store allows consumers to browse and discover new products that they want, driving many consumers to purchase items beyond their planned purchases. This type of navigational browsing often creates purchase intent for new products.

The largest ecommerce companies in the world were created on desktop, and their consumer experiences are predominantly search-driven rather than discovery-based. When porting that search-driven experience to mobile, consumers can shop for what they know they need, but struggle to browse, engage, and discover new products.

Merchants Around the World Lack Access to Global Consumers

Ecommerce represents a massive opportunity for global merchants, but they often struggle to access and serve global ecommerce consumers. IDC estimates that there are approximately 348 million small- and medium-sized businesses (“SMBs”) around the world as of 2019,[7] and the success of these businesses is imperative to local, national, and global economies. SMBs make up over 90% of all enterprises globally and employ over 50% of the global workforce.[8] Despite their scale and economic power collectively, individual SMBs are often challenged, as evidenced by approximately 20% of U.S. SMBs failing in their first year and approximately 50% failing after five years in business, according to 2019 data.[9] For merchants around the world to grow their businesses, the ability to reach and target consumers at scale is critical.

Merchants Lack Technology-Driven Tools to Operate Their Businesses

Many merchants lack the tools to operate their businesses efficiently, including expertise and resources to acquire users, a shipping and logistics platform, payment capabilities, access to credit, effective user support, and comprehensive data insights. For example, based on an independent survey, almost half (45%) of SMBs in the United States have reported a lack of any online presence, demonstrating challenges these merchants face in running their businesses in an increasingly digital world.[10]

The Wish Platform

Our global ecommerce platform connects over 100 million monthly active users in over 100 countries to over 500,000 global merchants. We seek to democratize ecommerce by making the Wish

6 Euromonitor - Households by Disposable Income Band in Latin America, Eastern Europe, Western Europe and USA 2019-2020 and Number of Households in Latin America, Eastern Europe, Western Europe and USA 2019-2020
7 IDC, Understanding the Needs of the Global Small and Medium-Sized Business Market, US46393020, May 2020.
8 United Nations Conference on Trade and Development, The International Day of Micro, Small and Medium Enterprises (MSMEs), June 2020.
9 Small Business Administration (SBA) Office of Advocacy, Frequently Asked Questions, 2018.
10 CNBC Small Business Survey, 2017, updated May 2019.

platform affordable, open, and accessible to all users and merchants worldwide. We do this through our relentless focus on product, technology, and data science. For our users, we are revolutionizing the mobile shopping experience by making it affordable, personalized, and entertaining. For our merchants, we offer immediate, cost-efficient access to our global user base, scaled data, and technology platform, as well as a comprehensive suite of indispensable services to help run their businesses and drive sales. To serve our global and diversified user and merchant base, we approach our platform development with a specific geographic focus, tailoring key features to solve for the needs of that locality, and enabling an authentic, localized experience.

Value Proposition to Wish Users

We have democratized ecommerce by making it:

- **Affordable.** Price is the single most important determinant when making a purchase for a substantial portion of the global population, and we aim to serve the affordability needs of these consumers. The merchants on our platform offer primarily unbranded products that can be discounted in excess of 85% as compared to branded alternatives across a number of categories[11]. We have a number of policies which, in combination with our robust user-generated content, promote higher quality merchants and products on our platform. This allows us to offer a vast selection of high-quality items at competitive prices, a value proposition that attracts more than 100 million monthly active users to our platform.
- **Accessible.** Within ecommerce, mobile is the clear dominant force, comprising 63% of global ecommerce in 2019, and is expected to grow to 71% by 2024.[12] We built Wish to be mobile-first so any consumer around the world can easily access our shopping platform on a mobile device. We also do not have membership fees, understanding that millions of consumers are value-conscious and/or would not be able to afford such fees.
- **Everywhere**. To better serve our global user base, we localize various features on our online platform and tailored our experience to each respective market through, for example, making it accessible in 40 different languages and providing country-specific payment methods. This

11 Based on current internal research.
12 eMarketer, Global eCommerce, 2020.

localization improves the engagement of our large, diverse user base, in addition to connecting our users with almost 50,000 local brick-and-mortar stores.

We have re-invented the online shopping experience to be:

- **Mobile-First.** Wish was built for mobile. Our application is image-rich, with minimal search input or text-based interactions. Over 90% of our user activity and purchases occur on our mobile app.
- **Discovery-Based.** Our platform is designed to make it easy to navigate a vast selection of products when users do not have a specific item or brand in mind. On average, between April 2020 and September 2020, our users saw over 500 distinct products across many different categories on a daily basis. Unlike other ecommerce platforms where consumers often visit with a predetermined purchase intent on specific items, our navigational and entertaining shopping experience gives us the ability to create purchase intent in our users across a diverse set of products and categories. Over 70% of the sales on our platform do not involve a search query and instead come from personalized browsing.
- **Personalized.** No two users' Wish interfaces and product feeds look the same. Utilizing big data technology, we enable customization on a massive scale. We deliver personalized and curated products to our users and help them discover desired products quickly. Over 65% of our users click on a product detail page from the main feed.
- **Entertaining.** We have transformed the user experience to make shopping on Wish as engaging and entertaining as browsing social media. We utilize highly-personalized feeds with a wide range of relevant products as well as gamified, interactive, and social features to increase the length and frequency of a user's sessions and drive increased engagement. Wish users spent on average over nine minutes per day on our platform during the twelve months ended September 30, 2020.

Value Proposition to Wish Merchants

Accessible and Cost-Efficient Ecommerce Platform. We give our merchants immediate access to our global base of over 100 million monthly active users and a comprehensive suite of indispensable services in a cost-efficient manner to help them run their businesses and grow sales. We seek to empower these highly capable merchants offering quality products at compelling values and unlock this supply of goods to consumers globally.

In addition, we give our merchants the following indispensable services:

Demand Generation and Engagement

- **Global Reach for Online Merchants.** Wish gives merchants immediate access to over 100 million monthly active users across more than 100 countries, with a significant user footprint in the United States and Europe. We help our merchants reach these users in a highly targeted and cost-efficient manner.
- **Digital Presence for Brick-and-Mortar Stores.** Through Wish Local, we partner with a global network of local brick-and-mortar stores and provide them with access to our global online user base and help enable online discovery of their stores and products.
- **Promotion.** Wish merchants can amplify their reach and sales by utilizing our native advertising tool, ProductBoost. We utilize data science to optimize ad placement, target users, and maximize the merchant's return on ad spend.

User-Generated Content Creation. User-generated content, in particular, authentic, localized content, can meaningfully improve user engagement and increase the purchases of products on our platform. Our value-conscious users rely on user-generated content such as reviews, ratings, photos, and videos, rather than brand recognition, when making purchase decisions. Our data science prioritizes items with favorable reviews, higher ratings and shipping history, connecting buyers with high-quality merchants and enhancing both the user and merchant experience.

Data Intelligence

- **Data Insight.** We provide our merchants a comprehensive data set to run their businesses through the Wish Merchant Dashboard. This dashboard helps our merchants improve their performance in terms of total impressions, overall sales, product assortment, service quality, fulfillment, shipping needs, and refunds, among others.
- **Revenue Impact.** Our proprietary, state-of-the-art data science capabilities are designed to display products to users who are most likely to buy them, in turn driving more revenue to merchants.

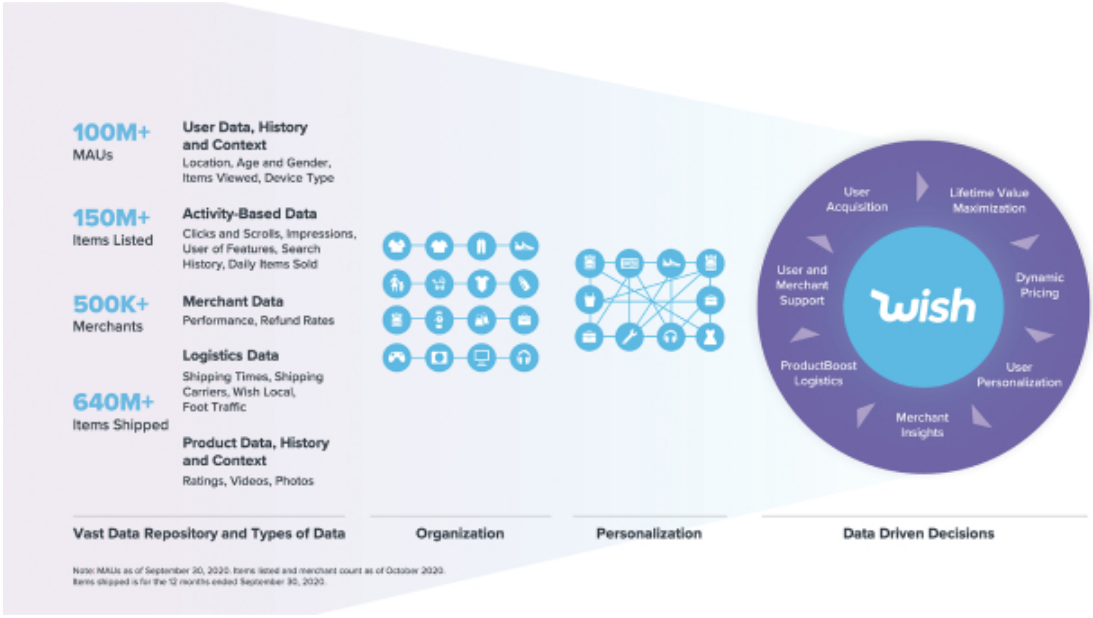
Logistics

- **Shipping Logistics.** With ongoing changes to global postal regulations and increases in cross-border sales volume, logistics has become paramount for small merchants to succeed in ecommerce. We have developed a number of logistics programs to provide a set of reliable cross-border logistics solutions at competitive costs for our merchants. We believe that ensuring a consistent delivery experience for our users increases value to our merchants by boosting sales volumes and minimizing returns.
- **Wish Local Pick-Up.** Through our Wish Local partnerships, we enable our online merchants to send their inventory to our almost 50,000 partner pick-up locations in close proximity to users to allow for quicker, localized pickup**.** These Wish Local stores effectively give us a local warehousing and fulfillment footprint around the world without owning any real estate.

Business Operations

- **Optimization Tools, Services, and Education.** We provide tools, services, and ongoing education to our merchant base to help them improve their business operations and drive greater success.
- **Merchant Support.** Wish assists merchants with international compliance, payment processing, user support, and certain other services.

Data Science



Our technology and data science capabilities drive all aspects of our business. Our data advantage comes from our rich and growing data set of historical and recent user and merchant behaviors and transactions, and deep understanding of our more than 100 million monthly active users, over 500,000 merchants, and approximately 1.8 million items sold per day. All of this feeds into a proprietary data science algorithm that we continuously optimize for more intelligent insights and decision making.

Key examples of how we use data science to drive our business include:

- **User Acquisition:** We leverage the power of our proprietary data to make decisions on what to show to whom, when, and through which acquisition channel, with a focus on maximizing our return on marketing investment and conversion.
- **Lifetime Value Maximization:** Data science plays a critical role in maximizing lifetime value (“LTV”) of our users and optimizing the initial user acquisition investment. We use data science to determine the allocation of marketing investment across different users, marketing channels, and user acquisition and re-engagement strategies.
- **Dynamic Pricing:** We utilize our data to dynamically vary prices across products to optimize conversion as well as our margin. This type of shopping environment is well suited to gauge user demand and conduct price discovery on a global level as well as on an individual user level. We take into account characteristics of the product and the user to estimate price sensitivity and vary pricing to achieve a margin target at the user and basket level, as opposed to on individual items.
- **User Personalization:** Our proprietary algorithms utilize a rich and growing data set of historical and recent user behaviors that includes browsing data, past transactions, reviews, and preferences noted on Wish, to display only the most relevant and personalized content. This data-driven approach enables efficient and enjoyable navigation and discovery on a

mobile screen, creates purchase intent across a diverse set of products, and increases conversion to sales. For every 100 user sessions on our platform, an average of approximately 40 items get added to cart.

- **User-Generated Content:** Our platform offers mostly unbranded goods today. Our value-conscious users rely on user-generated content such as reviews, ratings, photos, and videos, rather than brand recognition, when making purchase decisions. This makes the user-generated content on our platform an important source of trust and quality for our largely unbranded product selection.
- **Merchant Insights:** Our platform includes a merchant dashboard with built-in analytics to help merchants sell more products and track their performance. Our data capabilities help merchants better understand user behavior and preferences, enabling them to operate more intelligently and efficiently.
- **ProductBoost:** ProductBoost is our native advertising tool for merchants, which helps them promote their products on our platform. We utilize data science to improve the performance of ProductBoost and help maximize the merchants' return on their ad spend. Approximately 30% of our merchants have used ProductBoost in 2020 to date.
- **Logistics:** We leverage data science to improve transparency and logistics operational efficiency for our merchants, while also aiming at reducing shipping time and improving delivery reliability for our buyers.
- **User and Merchant Support:** We use data to understand what a user or merchant is likely to need help with in order to improve the quality of support and maximize cost efficiency of providing such support.

Our Growth Strategy

Grow Our Base of Users

- **Continue to Acquire New Users.** We are focused on growing our user base around the world. We currently serve users in over 100 countries. We estimate that there are over 1 billion households with income of less than $75,000 around the world, excluding China and India.
- **Drive User Conversion.** We have over 12 million monthly active buyers[13] and over 100 million monthly active users on the platform. We will continue to drive greater user engagement and convert more active users on our platform to become active buyers by utilizing our data science and introducing more interactive and entertaining features.
- **Drive Profitable Lifetime Value from Existing Users.** We plan to continue to improve the engagement and monetization of our users on our platform to maximize their lifetime value. We plan to achieve this goal by:
  - Using our data science to drive personalization of our platform;
  - Continuing to offer attractive discounts and value, an entertaining user experience, and robust user-generated content; and
  - Improving our ease of use by investing in our user support and logistics infrastructure to enable faster deliveries and localization of our platform.
- **Expand Geographically.** We intend to continue to expand our global footprint and enter new geographies and acquire new users in those markets.

[13] Based on available internal data from January 2020 to September 2020.

Grow Our Base of Merchants and Offerings

- **Diversify Our Merchant Base and Expand Product Categories.** As we grow and diversify our merchant base, we partner with other merchant platforms, such as PayPal, ShipStation, and PlentyMarkets, to acquire additional merchants outside of China and expand our geographic reach and diversity across the merchant base. We will continue to expand product selection to provide more diversified products at competitive price points to our users.
- **Broaden Merchant Services.** We intend to add additional services to help our merchants grow their businesses and sell more on Wish. These services include educational content and resources as well as tools enabling merchants to promote their products in a variety of ways both on and off the Wish platform, efficiently manage working capital, and fulfill and ship their orders.
- **Expand Logistics Platform.** We plan to continue to expand our logistics platform and optimize our proprietary logistics programs. Through strategic partnerships with selected regional postal networks and commercial logistics partners, we aim to become an integrated part of the cross-border logistics value chain with our own logistics services and provide faster and more reliable delivery to our buyers. We are also exploring the opportunity to open up our logistics programs to merchants outside of Wish.
- **Grow Our Wish Local Offering.** We aim to continue to expand our Wish Local program to drive both online and offline commerce. Wish Local enables local brick-and-mortar stores to digitize their storefronts by uploading their in-store inventory on our platform and selling to our global user base. These stores in turn give us access to a local warehousing and fulfillment footprint at almost 50,000 stores around the world by serving as Wish Pickup locations for online Wish orders.

Continue to Innovate and Extend Our Platform

- **Monetize Brick-and-Mortar Stores.** As we continue to grow our Wish Local program, we plan to explore different ways in which we can further enhance our value proposition and monetize our offering, whether in the form of additional traffic or sales to the store.
- **Add New Product Categories.** We plan to continue to diversify product categories and service offerings on Wish. These new product categories include consumer packaged goods (“CPG”) products and in-person services primarily offered through our Wish Local merchants as well as affordable brands and off-price branded inventory.
- **Expand to New Advertising Partners.** We believe our user base presents a diverse and global audience that is attractive for advertisers across many end markets beyond ecommerce, including financial services, subscription services, and travel. We see a significant opportunity to connect these advertisers with our users to expand our advertising partners beyond our merchant base.
- **Grow First-Party Sales.** We leverage the data across our platform to identify key selling trends and consumer preferences to source branded and unbranded inventory directly from manufacturers and sell on our platform. While this revenue is a modest amount today, we will continue to experiment with and optimize first-party sales including our private label strategy.
- **Open Our Commerce Platform to Additional Businesses.** We plan to open the Wish commerce platform and capabilities to additional businesses not currently on our platform. For example, we intend to offer access to our logistics offering to any merchant who engages in ecommerce and wants a reliable, affordable, and global shipping solution. Similarly, we plan to

offer our digital performance marketing solutions to any advertiser, regardless of their vertical or end market.

Risks Associated With Our Business

Investing in our Class A common stock involves substantial risk. These risks are described in the section titled “Risk Factors” immediately following this summary. Some of these risks include the following:

- Our efforts to acquire new users and engage existing users may not be successful or may be more costly than we expect, which could prevent us from maintaining or increasing our revenue.
- If we are unable to promote, maintain, and protect our brand and reputation and offer a compelling user experience, our ability to attract new users and engage with our existing base of users will be impaired.
- If we lose the services of Peter Szulczewski, our founder, Chief Executive Officer (“CEO”), and Chairperson, or other members of our senior management team, we may not be able to execute our business strategy.
- We rely on the Apple App Store and the Google Play Store to offer and promote our app. If we are unable to maintain a good relationship with such platform providers, if their terms and conditions change to our detriment, if we violate, or if a platform provider believes that we have violated, the terms and conditions of its platform, our business will suffer.
- Our brand, reputation, and business may be harmed if our merchants use unethical or illegal business practices, including the sale of counterfeit or fraudulent products or if our policies and practices with respect to such sales are perceived or found to be inadequate, and we may be impacted by the unlawful activity of merchants on our platform.
- We face intense competition, the market in which we operate is rapidly evolving, and if we do not compete effectively, our results of operations and financial condition could be harmed.
- The COVID-19 pandemic may adversely affect our business and results of operations.
- Economic tension between the United States and China, or between other countries, may intensify and the United States, China, or other countries may adopt drastic measures in the future that impact our business.
- Any significant disruption in service on our platform or in our computer systems, some of which are currently hosted by third-party providers, could damage our reputation and result in a loss of users, which would harm our business and results of operations.
- The dual class structure of our common stock has the effect of concentrating voting control with our founder, CEO, and Chairperson, Peter Szulczewski, and also with our employees; this will limit or preclude your ability to influence corporate matters. The holders of our outstanding Class B common stock will hold approximately % of the voting power of our outstanding capital stock following this offering, with % held by Mr. Szulczewski, including shares subject to proxies held by Mr. Szulczewski.
- We may be involved in litigation matters or other legal proceedings that are expensive and time consuming.
- Our certificate of incorporation will provide that the Court of Chancery of the State of Delaware and the federal district courts of the United States of America will be the exclusive forums for

substantially all disputes between us and our stockholders, which could limit our stockholders' ability to obtain a favorable judicial forum for disputes with us or our directors, officers or employees.

See "Risk Factors" immediately following this prospectus summary for a more thorough discussion of these and other risks and uncertainties we face.

Our Corporate Information

We were incorporated in the state of Delaware in June 2010 as ContextLogic Inc., d/b/a "Wish." Our principal executive offices are located at One Sansome Street 40th Floor, San Francisco, California 94104. Our telephone number is (415) 432-7323. Our website address is www.wish.com. The information contained in, or accessible through, our website is not part of, and is not incorporated into, this prospectus, and investors should not rely on any such information in deciding whether to invest in our Class A common stock.

Trademarks

We use various trademarks, trade names, and design marks in our business, including Wish™, Wish Shopping Made Fun™, W™, WishPost™, Wish Pickup™, Wish Local™, ProductBoost™, and ContextLogic™. This prospectus also contains trademarks and trade names of other businesses that are the property of their respective holders. We do not intend our use or display of other companies' trademarks and trade names to imply a relationship with, or endorsement or sponsorship of us by, these other companies.

The Offering	
Class A common stock offered by us	shares.
Option to purchase additional shares	shares.
Class A common stock to be outstanding after this offering	shares (or shares if the underwriters exercise in full their option to purchase additional shares).
Class B common stock to be outstanding after this offering	shares.
Total Class A and Class B common stock to be outstanding after this offering	shares.
Use of proceeds	We estimate that our net proceeds from this offering will be approximately $ million, or approximately $ million if the underwriters exercise in full their option to purchase additional shares, assuming an initial public offering price of $ per share, the midpoint of the price range set forth on the cover page of this prospectus, and after deducting underwriting discounts and commissions and estimated offering expenses payable by us. The principal purposes of this offering are to increase our capitalization and financial flexibility and create a public market for our Class A common stock, obtain additional working capital, and facilitate our future access to the public equity markets to allow us to implement our business plan. We currently intend to use the net proceeds received by us from this offering for working capital, operating expenses, sales and marketing expenses to fund the growth of our business, and capital expenditures. In addition, we may use a portion of the net proceeds to acquire complementary businesses, products, services, or technologies. However, we have no current understandings, agreements or commitments for any specific material acquisitions at this time. For a more complete description of our intended use of the proceeds from this offering, see the section of this prospectus titled “Use of Proceeds.”
Voting rights	Each share of our Class A common stock entitles its holder to one vote on all matters to be voted on by stockholders generally. Each share of our Class B common stock entitles its holder to 20 votes on all matters to be voted on by stockholders generally.

	Holders of our Class A common stock and Class B common stock will generally vote together as a single class, unless otherwise required by law or our amended and restated certificate of incorporation. The holders of our outstanding Class B common stock will hold approximately % of the voting power of our outstanding capital stock following this offering and will have the ability to control the outcome of matters submitted to our stockholders for approval, including the election of our directors and the approval of any change in control transaction. For additional information, see the sections of this prospectus titled “Principal Stockholders” and “Description of Capital Stock.” All shares of Class B common stock will automatically convert, on a one-for-one basis, into shares of Class A common stock on the earliest of (i) the 7-year anniversary of the closing date of this offering, (ii) the date on which the number of outstanding shares of Class B common stock represents less than 5% of the aggregate combined number of outstanding shares of Class A common stock and Class B common stock, (iii) the date specified by a vote of the holders of a majority of the then outstanding shares of Class B common stock, and (iv) a date that is between 90 and 270 days, as determined by the board of directors, after the death or permanent incapacity of Peter Szulczewski, our founder, CEO, and Chairperson.
Concentration of ownership	Following this offering, the holders of our outstanding Class B common stock will beneficially own % of our outstanding shares and % of the voting power of our outstanding shares and our directors, executive officers, greater than 5% stockholders and their respective affiliates will hold in the aggregate approximately % of the voting power of our outstanding capital stock following this offering, assuming no exercise of the underwriters’ option to purchase additional shares of our Class A common stock. In addition, Peter Szulczewski, our founder, CEO, and Chairperson, will be able to exercise voting rights with respect to an aggregate of shares of Class B common stock, which will represent approximately % of

	the voting power of our outstanding capital stock following this offering.
Risk factors	See the section of this prospectus titled “Risk Factors” and the other information included in this prospectus for a discussion of factors you should consider before deciding to invest in our Class A common stock.
Proposed Nasdaq Global Select Market trading symbol	“WISH”

The number of shares of our Class A common stock and Class B common stock that will be outstanding after this offering is based on 43,155,832 shares of our Class A common stock (including our redeemable convertible preferred stock on an as-converted basis) and 10,885,916 shares of our Class B common stock outstanding as of September 30, 2020, and reflects the exercise of an outstanding warrant to purchase 986,640 shares of our Series B redeemable convertible preferred stock outstanding as of September 30, 2020 into 986,640 shares of our Class A common stock on a net-exercise basis for an exercise price of $0.0001 per share, which we expect to occur immediately prior to the completion of this offering (“Warrant Net Issuance”).

The number of shares of our Class A common stock and Class B common stock that will be outstanding after this offering excludes:

- 7,494,365 shares of our Class B common stock issuable upon the exercise of options outstanding as of September 30, 2020 under our 2010 Stock Plan, with a weighted-average exercise price of approximately $2.34 per share;
- 2,855,590 shares of our Class B common stock issuable under restricted stock units (“RSUs”) for which the service condition was satisfied as of September 30, 2020, and for which we expect the liquidity condition to be satisfied in connection with this offering;
- 2,167,926 shares of our Class B common stock issuable under RSUs that were outstanding as of September 30, 2020 for which the service condition was not satisfied as of September 30, 2020;
- shares of our Class B common stock subject to RSUs that were granted after September 30, 2020 to Mr. Szulczewski (the “CEO Performance Award”), and vest upon the satisfaction of a service condition and achievement of certain stock price goals. See the section of this prospectus titled “Executive Compensation—Compensation Discussion and Analysis—CEO Performance Award” for additional information;
- shares of our Class B common stock issuable under RSUs that were granted after September 30, 2020 (not including the CEO Performance Award);
- 55,000 shares of our Class B common stock issuable upon exercise of a warrant at an exercise price of $1.49 per share; and
- 4,545,353 shares of our common stock reserved for issuance under our equity compensation plans, consisting of:
  - 3,600,000 shares of our Class A common stock that will be reserved for issuance under our 2020 Equity Incentive Plan,
  - 195,353 shares of our Class B common stock reserved for issuance under our 2010 Stock Plan as of September 30, 2020, which will become available for issuance under our 2020 Equity Incentive Plan on the date of this prospectus, and

- 750,000 shares of our Class A common stock that will be reserved for issuance under our 2020 Employee Stock Purchase Plan.

On the date of this prospectus we will cease granting awards under our 2010 Stock Plan. Our 2020 Equity Incentive Plan and 2020 Employee Stock Purchase Plan also provide for automatic annual increases in the number of shares reserved thereunder (evergreen provisions), as more fully described in "Executive Compensation—2020 Equity Incentive Plan" and "Executive Compensation—2020 Employee Stock Purchase Plan."

Except as otherwise indicated, all information in this prospectus assumes or gives effect to the following:

- the filing and effectiveness of our amended and restated certificate of incorporation in Delaware and the adoption of our amended and restated bylaws, each of which will occur immediately prior to the completion of this offering;
- the reclassification of all outstanding shares of our common stock into an equivalent number of shares of our Class B common stock, as if such reclassification had occurred immediately prior to the completion of this offering;
- the automatic conversion of all outstanding shares of redeemable convertible preferred stock into an aggregate of 42,169,192 shares of our Class A common stock, the conversion of which will occur immediately prior to the completion of this offering;
- no exercise of the outstanding options or settlement of the RSUs described above;
- the effectiveness of a -for-1 stock split of our capital stock to be effected on , 2020; and
- no exercise by the underwriters of their option to purchase up to an additional shares of our Class A common stock.

Summary Consolidated Financial and Other Data

You should read the summary consolidated financial and other data in conjunction with the sections of this prospectus caption titled “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and “Selected Consolidated Financial and Other Data” and the consolidated financial statements and related notes found elsewhere in this prospectus.

The summary consolidated statements of operations and comprehensive loss data for the years ended December 31, 2017, 2018, and 2019 are derived from our audited consolidated financial statements and related notes included elsewhere in this prospectus. The summary consolidated statements of operations and comprehensive loss data for the nine months ended September 30, 2019 and 2020 and the consolidated balance sheet data as of September 30, 2020 are derived from our unaudited interim consolidated financial statements that are included elsewhere in this prospectus. We have prepared the unaudited interim consolidated financial statements on the same basis as the audited consolidated financial statements. We have included, in our opinion, all adjustments necessary to state fairly our financial position as of September 30, 2020 and the results of operations for the nine months ended September 30, 2019 and 2020. Our historical results are not necessarily indicative of our results of operations to be expected for any future period and the results of operations for the nine months ended September 30, 2020 are not necessarily indicative of the results to be expected for the year ending December 31, 2020 or any other future period. The following tables also show certain operational metrics and non-GAAP financial measures. Our historical results and key metrics are not necessarily indicative of future results.

	Year Ended December 31,			Nine Months Ended September 30,	
	2017[3]	2018[3]	2019[3]	2019[3]	2020[3]
	(in millions, except share and per share data)				
Summary Consolidated Statements of Operations and Comprehensive Loss Data:					
Revenue	$1,101	$1,728	$1,901	$1,325	$1,747
Cost of revenue[1]	205	278	443	255	605
Gross profit	896	1,450	1,458	1,070	1,142
Operating expenses:[1]					
Sales and marketing	989	1,576	1,463	995	1,125
Product development	28	45	74	52	72
General and administrative	26	52	65	47	65
Total operating expenses	1,043	1,673	1,602	1,094	1,262
Loss from operations	(147)	(223)	(144)	(24)	(120)

	Year Ended December 31,			Nine Months Ended September 30,	
	2017[3]	2018[3]	2019[3]	2019[3]	2020[3]
	(in millions, except share and per share data)				
Other income (expense), net:					
Interest and other income (expense), net	10	15	19	16	–
Remeasurement of redeemable convertible preferred stock warrant liability	(70)	–	(3)	3	(55)
Loss before provision for income taxes	(207)	(208)	(128)	(5)	(175)
Provision for income taxes	–	–	1	–	1
Net loss and comprehensive loss	(207)	(208)	(129)	(5)	(176)
Deemed dividend to redeemable convertible preferred stockholders	(40)	–	(7)	(7)	–
Net loss attributable to common stockholders	$ (247)	$ (208)	$ (136)	$ (12)	$ (176)
Net loss per share attributable to common stockholders, basic and diluted[2]	$ (24.60)	$ (20.20)	$ (13.07)	$ (1.15)	$ (16.46)
Weighted-average shares used in computing net loss per share attributable to common stockholders, basic and diluted[2]	10,038,841	10,296,604	10,404,562	10,417,444	10,693,561
Pro forma net loss per share attributable to common stockholders, basic and diluted (unaudited)[2]			$		$
Weighted-average shares used in computing pro forma net loss per share attributable to common stockholders, basic and diluted (unaudited)[2]					

(1) Cost of revenue and operating expenses include stock-based compensation expense of $8 million, $2 million, $2 million, $2 million, and $9 million for the years ended December 31, 2017, 2018, and 2019, and the nine months ended September 30, 2019 and 2020, respectively. Following this offering, our future operating expenses, particularly in the quarter in which this offering is completed, will include substantial stock-based compensation expense with respect to our RSUs as well as any other stock-based awards we may grant in the future.

(2) See Note 11 and Note 12 of the notes to our consolidated financial statements included in this prospectus for a description of how we compute basic and diluted net loss per share attributable to common stockholders and pro forma basic and diluted net loss per share attributable to common stockholders.

(3) On January 1, 2018, we adopted Accounting Standards Update No. 2014-09, Revenue from Contracts with Customers ("Topic 606"), on a modified retrospective basis. Accordingly, our audited consolidated financial statements for 2018 and 2019, and unaudited consolidated financial statements for the nine months ended September 30, 2019 and 2020 were reported under Topic 606. Our audited consolidated financial statements for 2017 were reported under Accounting Standards Codification ("ASC") Topic 605, Revenue Recognition ("Topic 605"). See Note 2 of the notes to our consolidated financial statements included in this prospectus.

	As of September 30, 2020		
	Actual	Pro Forma[1]	Pro Forma As Adjusted[2][3]
		(in millions)	
Summary Consolidated Balance Sheet Data:			
Cash, cash equivalents and marketable securities	$ 1,101	$	$
Working capital	55		
Total assets	1,342		
Redeemable convertible preferred stock warrant liability	182		
Redeemable convertible preferred stock	1,536		
Total stockholders' deficit	(1,605)		

(1) Reflects, on a pro forma basis, (i) the automatic conversion of all of our outstanding shares of redeemable convertible preferred stock into an aggregate of shares of Class A common stock as of September 30, 2020, (ii) the issuance of 986,640 shares of Class A common stock upon the cashless exercise of a warrant to purchase 986,640 shares of Series B redeemable convertible preferred stock outstanding at September 30, 2020 at an exercise price of $0.0001 per share and (iii) stock-based compensation expense of approximately $ million associated with RSUs subject to service-based and liquidity-based vesting conditions, which we will recognize upon the completion of this offering, as further described in Note 2 to our consolidated financial statements included elsewhere in this prospectus, which is reflected as an increase to additional paid-in capital and accumulated deficit.

(2) Reflects, on a pro forma as adjusted basis as of September 30, 2020, (i) the pro forma adjustments described in footnote (1) above and (ii) the sale and issuance by us of shares of Class A common stock in this offering at the assumed initial public offering price of $ per share, the midpoint of the price range set forth on the cover page of this prospectus, after deducting underwriting discounts and commissions and estimated offering expenses payable by us. A $1.00 increase or decrease in the assumed initial public offering price of $ per share, the midpoint of the offering estimated price range set forth on the cover page of this prospectus, would increase or decrease, as applicable, each of cash, cash equivalents and marketable securities, total stockholders' equity and total capitalization by $ million, assuming that the number of shares offered by us, as set forth on the cover page of this prospectus, remains the same, and after deducting underwriting discounts and commissions payable by us. We may also increase or decrease the number of shares we are offering. Each increase or decrease of 1.0 million in the number of shares offered by us would increase or decrease, as applicable, each of our cash, cash equivalents and marketable securities, total stockholders' equity and total capitalization by $ million, assuming that the assumed initial public offering price remains the same, and after deducting underwriting discounts and commissions payable by us.

(3) The pro forma as adjusted summary consolidated balance sheet data above is illustrative only and will be adjusted based on the actual initial public offering price and other terms of our initial public offering determined at pricing.

Other Financial Information and Data

In addition to the measures presented in our summary consolidated financial statements, we use the following key metrics and other financial information to measure our performance, identify trends affecting our business, and make strategic decisions.

	Year Ended December 31,					Nine Months Ended September 30,	
	2015	2016	2017	2018	2019	2019	2020
	(in millions, except percentages)						
Monthly Active Users ("MAUs")	21	30	49	73	90	81	108
LTM Active Buyers	18	31	52	64	62	60	68
Adjusted EBITDA	$ (502)	$ (132)	$ (135)	$ (211)	$ (127)	$ (11)	$ (99)
Adjusted EBITDA Margin	(349)%	(30)%	(12)%	(12)%	(7)%	(1)%	(6)%
Free Cash Flow	$ (305)	$ 15	$ 134	$ (114)	$ (71)	$ (50)	$ 23

See the section titled "Selected Consolidated Financial and Other Data—Other Financial Information and Data" for additional information about our key business metrics.

Non-GAAP Financial Measures

Adjusted EBITDA and Adjusted EBITDA Margin

In this prospectus, we provide Adjusted EBITDA, a non-GAAP financial measure that represents our net income (loss) before interest and other income (expense), net (which includes foreign exchange gain or loss, and gain or loss on one time transactions recognized), income tax expense, and depreciation and amortization, adjusted to eliminate stock-based compensation expense and remeasurement of redeemable convertible preferred stock warrant liability, and to add back certain recurring other items. Additionally, in this prospectus, we provide Adjusted EBITDA Margin, a non-GAAP financial measure that represents Adjusted EBITDA divided by revenue. See “Selected Consolidated Financial and Other Data—Non-GAAP Financial Measures” for more information and for a reconciliation of Adjusted EBITDA to net loss, the most directly comparable financial measure calculated and presented in accordance with U.S. GAAP.

Free Cash Flow

In this prospectus, we also provide Free Cash Flow, a non-GAAP financial measure that represents net cash provided by (used in) operating activities less purchases of property and equipment. See “Selected Consolidated Financial and Other Data—Non-GAAP Financial Measures” for more information and for a reconciliation of Free Cash Flow to net cash provided by (used in) operating activities, the most directly comparable financial measure calculated and presented in accordance with U.S. GAAP.

RISK FACTORS

Investing in our Class A common stock involves a high degree of risk. Before deciding whether to purchase shares of our Class A common stock, you should consider carefully the risks and uncertainties described below, our consolidated financial statements and related notes, and all of the other information in this prospectus. If any of the following risks actually occurs, our business, financial condition, results of operations, and prospects could be adversely affected. As a result, the 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

Our efforts to acquire new users and engage existing users may not be successful or may be more costly than we expect, which could prevent us from maintaining or increasing our revenue.

Our success depends on our ability to attract new users and engage existing users in a cost-effective manner. In order to acquire and engage users, we must, among other things, promote and sustain our platform and provide high-quality products, user experiences, and service. Our marketing efforts currently include various initiatives and consist primarily of digital marketing on a variety of social media channels, such as Facebook, search engine optimization on websites, such as Google, Bing, and Yahoo!, various branding strategies, such as our relationship with the Los Angeles Lakers and social influencers, and mobile “push” notifications, text messaging, and email. For the year ended December 31, 2019 and the nine months ended September 30, 2020, we spent $1.5 billion and $1.1 billion on sales and marketing, representing 78% and 64% of our revenue, respectively. We anticipate that sales and marketing expenses will continue to comprise a substantial majority of our overall operating costs for the foreseeable future. We have historically acquired a significant number of our users through digital advertising on platforms and websites owned by Facebook and Google, which may terminate their agreements with us anytime. Our investments in sales and marketing may not effectively reach potential users, potential users may decide not to buy through us, or user spend on our platform may not yield the intended return on investment, any of which could negatively affect our financial results.

Many factors, some of which are beyond our control, may reduce our ability to acquire, maintain and further engage with users, including those described in this “Risk Factors” section and the following:

- system updates to app stores and advertising platforms such as Facebook and Google, including adjustments to algorithms that may decrease user engagement or negatively affect our ability to target a broad audience;
- changes in advertising platforms’ pricing, which could result in higher advertising costs;
- changes in digital advertising platforms’’ policies, such as those of Facebook and Google, that may delay or prevent us from advertising through these channels, which could result in reduced traffic to and sales on our platform;
- changes in search algorithms by search engines;
- inability of our email marketing messages to reach the intended recipients’ inbox;
- ineffectiveness of our marketing efforts and other spend to continue to acquire new users and maintain and increase engagement with existing users;
- decline in popularity of, or governmental restrictions on, social media platforms where we advertise;

- the development of new search engines or social media sites that reduce traffic on existing search engines and social media sites;
- consumer behavior changes as a result of COVID-19; and
- products listed by merchants on our platform that are the subject of adverse media reports, regulatory investigations, or other negative publicity.

As a result of any of these factors or any additional factors that are outside of our control, if we are unable to continue acquiring new users or increasing engagement with existing users, it could have a material adverse effect on our business, financial condition, results of operations, and prospects.

If we are unable to promote, maintain, and protect our brand and reputation, and offer a compelling user experience, our ability to attract new users and engage with our existing base of users will be impaired.

We believe that maintaining our brand and reputation will be critical to attracting new users and encouraging users to transact on our platform. In addition to targeted online marketing, we spend a considerable amount of resources on promoting our brand and reputation. For example, we have recently begun to invest in additional off-line marketing activities. Our brand promotion activities may not be successful or cost effective, and to the extent that these activities yield increased revenue, the increased revenue may not offset the expenses we incur. If we do not successfully drive brand awareness, we may fail to attract new users or increase engagement with existing users and our business may not grow or may decline, all of which could harm our business, financial condition, results of operations, and prospects.

Our ability to provide a high-quality user experience is also highly dependent on external factors over which we may have little or no control, including, without limitation, the reliability and performance of our merchants and third-party carriers. If our users are dissatisfied with the quality of the products sold on our platform, the customer service they receive or their overall user experience, or if our merchants or third-party carriers cannot deliver products to our users in a timely manner or at all, our users may stop purchasing products on our platform. Our users may also become dissatisfied with their user experience if they are unable to receive timely customer service, and because we rely in large part on an automated customer service system, it is possible our users could become dissatisfied with our customer service. We also rely on merchants for information, including product characteristics, descriptions, images, and availability that may be inaccurate or misleading. Our failure to provide our users with high-quality products and high-quality user experiences for any reason could substantially harm our reputation and adversely impact our efforts to develop Wish as a trusted brand, which could have a material adverse effect on our business, financial condition, results of operations, and prospects.

In addition, we may be subject to unfavorable publicity that would create a public perception that non-authentic, counterfeit, dangerous, illegal, or defective goods are sold on our platform, or that our policies and practices are insufficient to deter or respond to such conduct. Even if these claims are factually incorrect or based on isolated incidents, it could damage our reputation, diminish the value of our brand, draw governmental or regulatory scrutiny or action, undermine our trust and credibility, or have a negative impact on our ability to attract new users, or discourage our existing users from continuing to transact on our platform. We may also be subject to negative media regarding our privacy or cyber security practices, terms of service, product quality, litigation or regulatory activity, the sale of illicit or dangerous goods, other unauthorized actions by merchants on our platform, or the actions of other companies that provide similar services to ours, which may adversely affect our reputation, business, and financial results.

If we are unable to offer features and attract merchants to list products that keep pace with changing consumer preferences, our business, financial condition, and results of operations may be materially and adversely affected.

Constantly changing consumer preferences have affected and will continue to affect the ecommerce industry. We must stay ahead of emerging consumer preferences and anticipate product trends that will appeal to existing and potential users. Our users choose to purchase products due in part to the attractive prices that we offer, and they may choose to shop elsewhere if we cannot match the prices offered by other websites and platforms or by brick-and-mortar stores. If our users do not find our platform entertaining and are not shown desired products on our platform at attractive prices, they may lose interest in us, which in turn may materially and adversely affect our business, financial condition, and results of operations.

We rely on the Apple App Store and the Google Play Store to offer and promote our app. If we are unable to maintain a good relationship with such platform providers, if their terms and conditions change to our detriment, if we violate, or if a platform provider believes that we have violated, the terms and conditions of its platform, our business will suffer.

A significant portion of our users download our mobile app through the Apple App Store and the Google Play Store, and over 90% of our user activity and purchases occur on our mobile app.

We are subject to the policies and terms of service of these third-party platforms, which govern the promotion, distribution, content, and operation of our app on the platform. Each platform provider has broad discretion to change and interpret its terms of service and other policies with respect to us and other developers, and those changes may be unfavorable to us. A platform provider may also add fees associated with access to and use of its platform, alter how we are able to advertise on the platform, prevent our app from being offered on their platform, change how the personal information of its users is made available to application developers on the platform, or limit the use of personal information for advertising purposes.

If we violate, or a platform provider believes we have violated, its terms of service (or if there is any change or deterioration in our relationship with these platform providers), that platform provider could limit or discontinue our access to the platform. A platform provider may also object to content created by our merchants, such as drug paraphernalia or adult content, and our perceived distribution or advertisement of such content may cause a platform provider to view us in a negative light or take other adverse actions against us. For example, platform providers have warned application developers on their platform, including Wish, that providing content related to drug paraphernalia or adult content could cause such platform providers to remove the apps from their platforms. While we believe that we have complied with platform providers' requirements, they may introduce additional requirements in the future. If a platform provider establishes more favorable relationships with one or more of our competitors or such platform provider determines that we are a competitor, our access to a platform may be limited or discontinued entirely. Any limit or discontinuation of our access to any platform could adversely affect our business, financial condition, and results of operations.

In the past, some of these platforms have been unavailable for short periods of time. This and other changes, bugs, or technical system issues could degrade the user experience on our platform. There may also be changes to mobile hardware or software technology that make it more difficult for our users to access and use our platform on their mobile devices, which could adversely affect our user growth and user engagement. If any of these events recurs on a prolonged, or even short-term basis, or other similar issues arise that impact users' ability to access our app or use mobile devices, our business, financial condition, results of operations, or reputation may be harmed.

Our quarterly and annual operating results may fluctuate, which could cause our stock price to decline.

Our quarterly and annual operating results may fluctuate for a variety of reasons, many of which are beyond our control. These reasons include those described in this “Risk Factors” section as well as the following:

- the amount and timing of our sales and marketing costs;
- our user acquisition strategies;
- traffic on our platform;
- selling prices on our platform and the percentage of revenue we retain from the sale of products;
- mix of products listed on our platform;
- fraud, including the sale of counterfeit goods, and refunds, including our response to these areas;
- continued impact from COVID-19, including the effects of increased online activity and government stimulus programs;
- the level of merchant advertising on our platform;
- disruptions in supply or shipment of products listed on our platform, especially from China where most of our merchants are currently located;
- the actions of app stores and advertising platforms such as Facebook and Google;
- seasonality;
- fluctuations in exchange rates;
- the amount and timing of our other operating expenses;
- the impact of competitive developments and our response to those developments;
- changes in carrier policies and pricing and resulting higher logistics costs;
- actual or perceived disruptions or defects in our platform, such as data security breaches or outages;
- changes in laws and regulations that impact our business;
- changes in tax laws in the jurisdictions in which we operate; and
- general political, economic, and market conditions, particularly those affecting our industry.

Fluctuations in our quarterly and annual operating results may cause those results to fall below the expectations of analysts or investors, which could cause the price of our Class A common stock to decline. Fluctuations in our results could also cause a number of other problems. For example, analysts or investors might change their models for valuing our Class A common stock, we could experience short-term liquidity issues, our ability to retain or attract key personnel may diminish, and other unanticipated issues may arise.

In addition, we believe that our quarterly and annual operating results may vary in the future and that period-to-period comparisons of our operating results may not be meaningful. For example, our historical growth may have overshadowed the seasonal effects on our historical operating results. These seasonal effects may become more pronounced over time, which could also cause our operating results to fluctuate. You should not rely on the results of one quarter or one year as an indication of future performance.

If we lose the services of Peter Szulczewski, our founder, CEO, and Chairperson, or other members of our senior management team, we may not be able to execute our business strategy.

Our success depends in a large part upon the continued service of our founder, CEO, and Chairperson, Peter Szulczewski, who is critical to our vision, strategic direction, culture, products, and technology. The loss of our founder and CEO, even temporarily, could harm our business.

Additionally, we rely on the continued service of our senior management team, key employees, and other highly skilled personnel. The failure to properly manage succession plans, develop leadership talent, and/or the loss of services of senior management or other key employees, could significantly delay or prevent the achievement of our objectives. From time to time, there may be changes in our senior management team resulting from the hiring or departure of executives, which could disrupt our business. We do not have long-term employment agreements with any of our key personnel, and do not maintain any “key person” life insurance policies. The loss of the services of one or more of our senior management or other key employees for any reason could adversely affect our business, financial condition, and results of operations, and require significant amounts of time, training and resources to find suitable replacements and integrate them within our business, and could affect our corporate culture.

We rely on our merchants to provide a good experience to our users.

Negative publicity or sentiment as a result of complaints about merchants selling on our platform could reduce our ability to attract users, discourage users from making additional purchases on our platform, or otherwise damage our reputation. A perception that our levels of responsiveness and support for our users are inadequate could have similar results. In some situations, we may choose to reimburse users for their purchases to help avoid harm to our reputation, but we may not be able to recover the funds we expend for those reimbursements.

Disruptions in the operations of a substantial number of our merchants, to the extent they are caused by events that are beyond their control, such as interruptions in order or payment processing, transportation disruptions, natural disasters, pandemics, inclement weather, terrorism, public health crises, or political unrest, could result in negative experiences for a substantial number of our users, which could harm our reputation and adversely affect our business. For example, during the initial outbreak of COVID-19, our merchants based in China experienced supply interruptions and delivery delays. If there are subsequent or further increases in the number of COVID-19 outbreaks in China or elsewhere, our merchants may experience additional disruptions to their supply and restrictions on their ability to deliver products to our users in a timely manner, which could harm our business.

Our brand, reputation, and business may be harmed if merchants on our platform use unethical or illegal business practices, including the sale of hazardous, counterfeit, fraudulent, or illegal products, or if our policies and practices with respect to such sales are perceived or found to be inadequate, and we may be impacted by the unlawful activities of merchants on our platform.

It is important that both merchants and users have confidence in the transactions they are completing on our platform. Merchants on our platform have in the past, and may in the future, engage in illegal or unethical business practices. Allegations or findings of such illegal or unethical business practices by merchants on our platform could harm our brand, reputation, and business. Our policies promote legal and ethical business practices, such as prohibiting false or misleading selling information and the sale of hazardous, counterfeit, fraudulent, or illegal products. For example, our merchant terms explicitly prohibit any illegal activity by merchants including the listing or sale of illegal items and require

compliance with our policies. We maintain a suite of policies that educate merchants regarding items and practices that are explicitly prohibited from the platform, as well as the penalties for violations of our policies. We enforce these policies through the use of human and machine reviews as well as penalties for merchants if a violation of the policies is discovered. However, we do not control merchants or their business practices and cannot ensure their compliance with our policies. If merchants on our platform engage in illegal or unethical business practices or are perceived to do so, we may receive negative publicity and our brand and reputation may be harmed. If our policies are violated by merchants, or if our policies and practices or responses to such conduct are perceived as or found to be inadequate by regulators or law-enforcement agencies, it could harm our brand, reputation, and business, including by subjecting us to government inquiries, investigations, or enforcement actions, as well as potential civil or criminal liabilities, or requiring changes to our policies and practices with respect to illegal or unethical business practices that could lower our revenue, increase our costs, make our platform less user-friendly, or otherwise adversely impact our business. For example, during the initial outbreak of COVID-19, a small number of merchants created listings of personal protective equipment and other health-related products that regulators deemed to violate consumer protections related to pricing and advertising. Though these listings were posted by merchants in violation of our policies, Wish has received and expects to continue to receive inquiries and demands from regulators regarding these listings. We believe that we have responded to and resolved these particular inquiries and demands, but we frequently receive and respond to inquiries and demands from regulators and law-enforcement agencies, and we expect to continue to receive more inquiries and demands in the future.

Merchants on our platform have in the past, and may in the future, engage in fictitious transactions or collaborate with third parties in order to artificially inflate their sales records and search results rankings. Such activity may frustrate other merchants by enabling the perpetrating merchants to be favored over legitimate merchants, and may harm users by misleading them to believe that a merchant is more reliable or trustworthy than the merchant actually is. This activity may also result in inflated MAUs and other key metrics by which we measure our performance. Although we have implemented policies and practices to detect and penalize merchants who engage in fraudulent activities on our platform, there can be no assurance that such policies and practices will be effective in preventing fraudulent transactions. Any of these activities may adversely affect our brand, reputation, and business. If a governmental authority determines that we have aided and abetted the infringement or sale of counterfeit goods or if legal changes result in us potentially being liable for actions by merchants on our platform, we could face regulatory, civil, or criminal penalties. Successful claims by third-party rights owners could require us to pay substantial damages or refrain from permitting any further listing of the relevant items. These types of claims could force us to modify our business practices, which could lower our revenue, increase our costs, or make our platform less user friendly. Moreover, public perception that counterfeit or other unauthorized items are common in our platform, even if factually incorrect, could result in negative publicity and damage to our reputation and brand.

Our merchants rely on third-party carriers and transportation providers as part of the fulfillment process, and these third parties may fail to adequately serve our users.

We rely on merchants to properly and promptly prepare products ordered by our users for shipment and our logistics program relies on third-party carriers to deliver products as well as third parties to consolidate packages for shipping. Any failure by merchants to timely prepare such products for shipment or any delay by third-party carriers to deliver the products will have an adverse effect on the fulfillment of user orders, which could negatively affect the user experience and harm our business and results of operations. Any increase in shipping costs, any significant shipping difficulties, disruptions or delays, or any failure by our merchants to deliver products in a timely manner or to otherwise adequately serve our users, could damage our reputation and brand, and may harm our business. For example, in the first quarter of 2018, PostNord, the postal service in Sweden, suspended

delivery of packages coming from outside the European Union as it evaluated imposing processing fees and collection of taxes, which resulted in a decrease in sales in Sweden. In addition, during the initial outbreak of COVID-19, our cross-border logistics function was severely impacted in terms of both disrupted processing capabilities and increased costs, which resulted in a decrease in sales due to higher logistics costs and higher refund rates due to poor performance. Additionally, during the initial outbreak of COVID-19, our merchants based in China experienced supply interruptions and delivery delays.

Historically, our merchants in China have benefitted from lower shipping costs due to the Universal Postal Union Treaty ("UPU"). Certain expected changes to UPU postal rates that went into effect in July 2020 are likely to increase the shipping rates our merchants incur to ship products from China. The actions we have taken in our logistics program to mitigate these increased costs may not be successful over the long term. If there are increases in shipping costs, the sales price of products on our platform could increase, which could reduce the volume of transaction activity on our platform to decrease and may consequently have a negative impact on our results of operations.

If merchants on our platform experience any recalls, product liability claims, or government or user concerns about product safety with respect to products sold on our platform, our reputation and sales could be harmed.

Our merchants are subject to regulation by the U.S. Consumer Product Safety Commission and similar state and international regulatory authorities, and their products sold on our platform could be subject to involuntary recalls and other actions by these authorities. Concerns about product safety including concerns about the safety of products manufactured in developing countries, could lead to recalls of selected products sold on our platform. Recalls and government or user concerns about product safety could harm our reputation and reduce sales, either of which could have a material adverse effect on our business, results of operations, financial condition, and prospects.

Additionally, laws and regulations relating to platform liability, such as the EU's Market Surveillance Regulation, have been passed or implemented or are currently being considered by policymakers and regulators, which will place additional responsibilities on marketplaces to screen and monitor certain content or products. If these laws are passed or regulations implemented, we could be subject to product liability claims for products that are listed on our platform. Additionally, we may need to implement additional screening and monitoring systems in order to assess the products listed on our platform. These laws and regulations could cause our expenses to increase and require us to respond to product liability claims, which could have a material impact on our business and results of operations. Further, we may be subject to product liability claims where merchants lack sufficient assets or are not reachable, which could be costly to defend in the aggregate.

We generate a portion of our revenue from merchant advertising on our platform. A reduction in advertising spend by merchants could harm our business.

We have implemented new features on our platform, such as ProductBoost, which allow merchants to promote their listings to our users. In addition to generating revenue from merchants, these advertisements may also result in increased purchases by users. However, not all merchants on our platform may agree with us on the value of these new features and may not use ProductBoost, and some of our merchants could react negatively to these new features. During the initial outbreak of COVID-19, merchant advertising declined due to the shutdown of business activity in China. If we are unable to monetize existing and new features for merchants, it could have a significant impact on our business, financial condition, and prospects.

We plan to continue our efforts to improve our logistics programs and enable faster and more reliable delivery in order to help grow our business and generate revenue, but those efforts may not be effective.

We have worked to improve our logistics programs and to streamline our processes in order to provide a more consistent and reliable experience for our users through programs such as Wish Express and Wish Local. However, we still rely on third-party carriers for delivery and we are still in the process of establishing reliable long term agreements with such carriers both in the United States and worldwide. If we are not able to negotiate acceptable pricing, service level requirements, and other terms with these carriers, or these carriers experience performance problems or other issues, it could negatively impact our results of operations and our users' experience. For example, due to COVID-19, global logistics has experienced longer delivery times.

We have also recently developed and experimented with different logistics programs in order to monetize our logistics platform. This is a relatively new business initiative for us. If we are unable to consistently generate revenue from our logistics platform or offer logistics services that are appealing to merchants and users, or if changes in carrier policies and pricing result in higher logistics costs, it could have a material impact on our business, financial condition, and prospects.

Building out our Wish Local program may be costly and time intensive and we may not receive the expected benefits.

In 2019, we introduced Wish Local, a program that develops partnerships with local brick-and-mortar stores that can serve as local pickup and delivery locations for users' orders. In addition, Wish Local merchants can sign up to our Sell on Wish feature and upload their in-store inventory on Wish for local pick-up or delivery. The process of reaching out to and entering into relationships with these retailers can be time intensive and costly because we must evaluate and approve each retailer individually prior to them becoming part of the Wish Local program. Therefore, growing Wish Local may be more expensive and time consuming than we have estimated. Also, users may not use the Wish Local program as much as we expect, which would delay or prevent any expected benefits. For example, users may curtail their use of Wish Local due to health concerns regarding COVID-19 or stay-at-home mandates, which could slow growth of this program.

Our terms of service require Wish Local retailers to meet certain service level requirements with respect to holding and delivering Wish orders to users. If these retailers do not comply with these service level requirements, our reputation may be harmed. Additionally, we may need to implement monitoring systems to confirm that the Wish Local retailers are complying with service level requirements and to prevent fraudulent activities by these retailers. Implementing these systems may prove to be costly and time intensive.

Seasonality may cause fluctuations in our operating results.

Our operating results are seasonal in nature because our transaction volume is affected by traditional retail selling periods that impact sales on our platform. Our historical growth may have reduced or outweighed seasonal effects on our past financial results. However, seasonal effects may become more pronounced over time, which could cause fluctuations in our financial results. For example, sales on our platform have historically peaked in the fall and user activity begins to slow down in December as it may be too late to place orders for holiday delivery. Additionally, we have experienced some slowdown in merchant activity in late January or early February due to our China-based merchants celebrating the Chinese New Year holiday.

We face intense competition, the market in which we operate is rapidly evolving, and if we do not compete effectively, our results of operations and financial condition could be harmed.

Our market is highly competitive and characterized by rapid changes in technology and consumer sentiment. Competition in our industry has intensified, and we expect this trend to continue as the list of our competitors grows. This competition, among other things, affects our ability to attract new users and engage our existing users.

We compete with ecommerce platforms and other retailers for merchants on our platform and merchants can list their goods on a number of ecommerce platforms, such as Amazon.com, Alibaba, and Shopify.

There are various factors that affect how merchants engage with our platform, including:

- the number and engagement of users on our platform;
- our fees;
- our brand awareness;
- our reputation;
- the quality of our services; and
- the functionality of our platform.

We also compete with retailers for the attention of users. A user has the choice of shopping with any online or offline retailer, whether large marketplaces, such as Amazon.com, Alibaba, and Shopify, as well as more traditional discount retailers, such as Walmart and Target, and discount retailers that offer heavily discounted and off-season merchandise, such as Dollar General and TJ Maxx, or local stores or other venues or marketplaces. Many of these competitors offer low-cost or free shipping, fast shipping times, favorable return policies, and other features that may be difficult or impossible for our merchants to match.

There are various factors that affect how users engage with our platform, including:

- our brand awareness and recognition;
- our reputation;
- the prices of goods sold on our platform;
- the functionality of our platform;
- ease of payment;
- shipping terms; and
- the breadth of the products sold on our platform.

Some of our competitors have, and potential competitors may have, longer operating histories, greater financial, technical, marketing, institutional and other resources, faster shipping times, lower-cost shipping, larger databases, greater name and brand recognition, or a larger base of users or merchants than we do. For example, Google or Facebook could enter the ecommerce space and they have significantly more resources and users than we do. They may devote greater resources to the development, marketing, and promotion of their services than we do, and they may offer lower pricing or free shipping to the users on their platforms. These factors may allow our competitors to derive greater revenue and profits from their existing user and merchant bases, acquire users at lower costs or respond more quickly than we can to new or emerging technologies and changes in trends and

consumer shopping behavior. If we are unable to compete successfully, or if competing successfully requires us to expend greater resources, our financial condition and results of operations could be adversely affected.

We have a limited operating history at our current scale, which may make it difficult to evaluate our business and future prospects.

We began commercial operations in 2010 and have a limited history of generating revenue at our current scale. As a result of our relatively short operating history at our current scale, we have limited financial data that can be used to evaluate our business and future prospects. Any evaluation of our business and prospects must be considered in light of our limited operating history, which may not be indicative of future performance. Because of our limited operating history, we face increased risks, uncertainties, expenses, and difficulties, including the risks and uncertainties discussed in this section.

We have a history of operating losses and we may not achieve or maintain profitability in the future.

Since our inception in 2010, we have incurred net losses each year. We incurred net losses of $207 million, $208 million, and $129 million for the years ended December 31, 2017, 2018, and 2019, respectively, and a net loss of $176 million for the nine months ended September 30, 2020. As of September 30, 2020, we had an accumulated deficit of approximately $1.6 billion. We may not achieve or maintain profitability in the future. Our operating expenses may continue to increase in the future as we increase our efforts to expand our user base, continue to invest in the research and development of our technologies and service offerings and begin to operate as a public company. These efforts may be more costly than we expect and we may not be able to increase our revenue to offset our operating expenses. Our revenue growth slowed for the year ended December 31, 2019 and may slow again, or our revenue may decline for a number of other possible reasons, including increased competition, a decrease in the growth or reduction in size of our overall market, or if we fail for any reason to capitalize on growth opportunities.

If we fail to effectively manage our growth, our business, financial condition, and operating results could be harmed.

We have experienced rapid growth in our business, in the number of merchants and users, and the number of countries in which we have merchants and users, and we plan to continue to grow in the future, both in the United States and abroad. Our recent and historical growth should not be considered indicative of our future performance. We have encountered in the past, and will encounter in the future, risks and uncertainties frequently experienced by growing companies in rapidly changing industries. If our assumptions regarding these risks and uncertainties, which we use to plan and operate our business, are incorrect or change, or if we do not address these risks adequately, our financial condition and operating results could differ materially from our expectations, our growth rates may slow, and our business would be adversely impacted.

Additionally, the growth of our business places significant demands on our management team and pressure to expand our operational and financial infrastructure. For example, we may need to continue to develop and improve our operational, financial and management controls and enhance our reporting systems and procedures. If we do not manage our growth effectively, the increases in our operating expenses could outpace any increases in our revenue and our business could be harmed.

Use of social media, emails, and text messages may adversely impact our reputation or subject us to fines or other penalties.

We use social media, emails, and text messages as part of our omnichannel approach to marketing. As laws and regulations rapidly evolve to govern the use of these channels, the failure by

us, our employees or third parties acting on our behalf or at our direction to abide by applicable laws and regulations in the use of these channels could adversely affect our reputation or subject us to fines, other penalties, or lawsuits. Although we continue to update our practices as these laws change over time, we may be subject to lawsuits alleging our failure to comply with such laws. In addition, our employees or third parties acting on our behalf or at our direction may knowingly or inadvertently use social media, including through advertisements, in ways that could lead to the loss or infringement of intellectual property, as well as the public disclosure of proprietary, confidential, or sensitive personal information of our business, employees, users, merchants, or others. Any such inappropriate use of social media, emails, and text messages could also cause reputational damage.

Our users may engage with us online through social media platforms, including Facebook, Instagram, and Twitter, by providing feedback and public commentary about all aspects of our business. Information concerning us or our merchants, whether accurate or not, may be posted on social media platforms at any time and may have a disproportionately adverse impact on our brand, reputation, or business. The harm may be immediate without affording us an opportunity for redress or correction and could have a material adverse effect on our business, results of operations, financial condition, and prospects.

We are subject to payment-related risks.

Our users can pay for purchases using a variety of methods, including through credit cards or through various third-party payment processors, and we pay our merchants through a variety of methods. If these service providers do not perform adequately or if our relationships with these service providers were to terminate, our users' ability to place orders, and our merchants' ability to receive orders or payment could be adversely affected and our business could be harmed. For example, in 2014, PayPal temporarily suspended processing payments on our platform as a result of concerns related to products listed on our platform. If a third-party payment processor suspends service or has significant outages in the future and we do not have alternative payment processors in place or are unable to provide our own solution, our business could be harmed. In addition, if our third-party providers increase the fees they charge us, our operating expenses could increase. If we respond by increasing the fees we charge to our merchants, some merchants may stop listing new items for sale or even close their accounts altogether.

The laws and regulations related to payments are complex, evolving, subject to change and vary across different jurisdictions in the United States and globally. Any failure or claim of our failure to comply, or any failure by our third-party payment processors to comply, could cost us substantial resources and could result in liabilities. Further, through our agreements with our third-party payment processors, we are indirectly subject to payment card association operating rules, and certification requirements, including the Payment Card Industry Data Security Standard, which are subject to change. Failure to comply with these rules and certification requirements could impact our ability to meet our contractual obligations with our third-party payment processors and could result in potential fines. We are also subject to rules governing electronic funds transfers. Any change in these rules and requirements could make it difficult or impossible for us to comply. In addition, similar to a potential increase in costs from third-party providers described above, any increased costs associated with compliance with payment card association rules could lead to increased fees for our merchants, which may negatively impact our markets.

We track certain performance metrics with internal tools and do not independently verify such metrics. Certain of our performance metrics are subject to inherent challenges in measurement, and real or perceived inaccuracies in such metrics may harm our reputation and negatively affect our business.

We calculate and track performance metrics with internal tools, which are not independently verified by any third-party. While we believe our metrics are reasonable estimates of our user or

merchant base for the applicable period of measurement, the methodologies used to measure these metrics require significant judgment and may be susceptible to algorithm or other technical errors. For example, user accounts are based on email addresses, and a user could use multiple email addresses to establish multiple accounts, and merchants in many instances will have multiple accounts. As a result, the data we report may not be accurate. Our internal tools and processes we use to identify multiple accounts or fraudulent accounts have a number of limitations, and our methodologies for tracking key metrics may change over time, which could result in unexpected changes to our metrics, including historical metrics. Our ability to recalculate our historical metrics may be impacted by data limitations or other factors that require us to apply different methodologies for such adjustments and we generally do not intend to update previously disclosed metrics for any such changes. Though we regularly review our processes for calculating metrics and may adjust our processes for calculating metrics to improve their accuracy, limitations or errors with respect to how we measure data (or the data that we measure) may affect our understanding of certain details of our business, which could affect our longer term strategies. If our performance metrics are not accurate representations of our business, user or merchant base, or traffic levels; if we discover material inaccuracies in our metrics; or if the metrics we rely on to track our performance do not provide an accurate measurement of our business, user or merchant base or traffic levels, we may not be able to effectively implement our business strategy, our reputation may be harmed, and our operating and financial results could be adversely affected.

Our merchants, platform partners, and investors rely on our key metrics as a representation of our performance. If these third parties do not perceive our user metrics to be accurate representations of our user base or user engagement, or if we discover material inaccuracies in our user metrics, our reputation may be harmed and merchants may be less willing to sell on our platform, which could negatively affect our business, financial condition, or results of operations.

We must develop new offerings to respond to our users' and merchants' changing needs.

Our industry is characterized by rapidly changing technology, new service and product introductions, and changing user and merchant demands.

Our users and merchants may not be satisfied with our new platform offerings or perceive that the new offerings do not respond to their needs. Developing new offerings is complex, and the timetable for commercial release is difficult to predict and may vary from our historical experience. As a result, the introduction of new offerings may occur after anticipated or announced release dates. In addition, new offerings could require us to comply with additional governmental regulations. Our new offerings also may bring us more directly into competition with companies that are better established or have greater resources than we do.

If we do not continue to cost-effectively develop new offerings that satisfy our users or merchants, then our competitive position and growth prospects may be harmed. In addition, new offerings may have lower margins than existing offerings and our revenue may not grow enough as a result of the new offerings to offset the cost of developing them.

If we fail to maintain, expand, and diversify our relationships with merchants, our revenue and results of operations will be harmed.

We rely on our merchants to offer products that appeal to our existing and potential users at attractive prices. Our ability to provide popular products on our platform at attractive prices depends on our ability to develop mutually beneficial relationships with our merchants. For example, we rely on our merchants, most of whom are based in China, to make available sufficient inventory and fulfill large volumes of orders in an efficient and timely manner to ensure a positive user experience. Merchants

can leave our platform at any time, so we may experience merchant attrition in the ordinary course of business resulting from several factors, such as losses to competitors, perception that marketing on our platform is ineffective, reduction in merchants' marketing budgets, and the penalties we impose on merchants for failing to comply with our policies. We have had, and may continue to have, disputes with merchants with respect to their compliance with our delivery requirements, quality control policies and measures, and the penalties imposed by us for violation of these policies or measures from time to time, which may cause them to be dissatisfied with our platform or to legally challenge the enforceability of our terms. If we experience significant merchant attrition, or if we are unable to attract new and geographically-diverse merchants, our revenue and results of operations may be materially and adversely affected. For example, during the initial outbreak of COVID-19, many of our merchants based in China were adversely impacted, which had a negative impact on the supply of inventory on our marketplace. In addition, our agreements with merchants also typically do not restrict them from establishing or maintaining business relationships with our competitors.

Failure to deal effectively with fraudulent activities on our platform would increase our loss rate and harm our business, and could severely diminish merchant and user confidence in and use of our services.

We have in the past incurred and may in the future incur losses from various types of fraud, including stolen credit card numbers, claims that a user did not authorize a purchase, merchant fraud, and users who have closed bank accounts or have insufficient funds in open bank accounts to satisfy payments. We face risks with respect to fraudulent activities on our platform and periodically receive complaints from users who may not have received the products that they had contracted to purchase. In some European and Asian jurisdictions, users may also have the right to cancel a sale made by a merchant within a specified time period and for any reason. Although we have implemented measures to detect and reduce the occurrence of fraudulent activities, combat bad user experiences, and increase user satisfaction, including evaluating merchants on the basis of their transaction history and restricting or suspending their activity, there can be no assurance that these measures will be effective in combating fraudulent transactions or improving overall satisfaction among merchants, users, and other participants. Additional measures to address fraud could negatively affect the attractiveness of our services to users or merchants, resulting in a reduction in our ability to attract new users or continue to engage current users, damage to our reputation, or a diminution in the value of our brand.

Additionally, under current credit card practices, we are liable for fraudulent credit card transactions because we do not obtain a cardholder's signature, which results in chargebacks made to our users that we are not able to collect from our merchants. We do not currently carry insurance against this risk. We face the risk of significant losses from this type of fraud as our net sales increase and as we continue to expand globally. Our failure to adequately control fraudulent credit card transactions could damage our reputation and brand and substantially harm our business, results of operations, financial condition, and prospects.

We also accept payments for many of our sales through credit and debit card transactions, which are handled through third-party payment processors. As a result, we are subject to a number of risks related to credit and debit card payments, including that we pay interchange and other fees, which may increase over time and could require us to either increase the prices for products or absorb an increase in our costs and expenses. In addition, as part of payment processing, our users' credit and debit card information is transmitted to our third-party credit card payment processors. We may in the future become subject to lawsuits or other proceedings for purportedly fraudulent transactions arising out of the actual or alleged theft of our users' credit or debit card information if the security of our third-party credit card payment processors is breached. We and our third-party credit card payment processors are also subject to payment card association operating rules, certification requirements and rules governing electronic funds transfers, which could change or be reinterpreted to make it difficult or

impossible for us to comply. If we or our third-party credit card payment processors fail to comply with these rules or requirements, we may be subject to fines and higher transaction fees and lose our ability to accept credit and debit card payments from our users in addition to the consequences that could arise from such action or inaction violating applicable privacy, data protection, data security and other laws as outlined above, and there may be an adverse impact on our business, results of operations, financial condition, and prospects.

The COVID-19 pandemic may adversely affect our business and results of operations.

On March 12, 2020, the World Health Organization declared COVID-19 to be a pandemic. In an effort to contain and mitigate the spread of COVID-19, many countries, including the United States, have imposed unprecedented restrictions on travel and business operations, and there have been business closures and a substantial reduction in economic activity in countries that have had significant outbreaks of COVID-19.

Our operations and performance depend significantly on global and regional economic conditions, and the outbreak of COVID-19 has had a significant negative effect on global and regional economies. Further, the ability of our merchants to offer products and make available sufficient inventory in an efficient manner may be adversely affected by the health impacts, travel restrictions, required social distancing, and other governmental mandates due to COVID-19, which could negatively impact our users' experience and cause our revenue and reputation to decline. Additionally, due to the economic impacts caused by COVID-19, consumer discretionary spending has been adversely affected, which may cause the demand for the products available on our platform to be reduced and our revenue to decline.

We are conducting business with substantial restrictions, such as remote working and limited to no employee travel, among other modifications. While our business occurs over an online platform, which allows us to support our merchants and users virtually, we cannot be certain that our ability to service our merchants and users will not be adversely affected by COVID-19.

We saw increased delivery times due to COVID-19 as the supply chain was disrupted and we experienced a reduction in the number of merchants on our platform. During this time, we temporarily shifted from air to ocean transport, which increased delivery times and also led to an increase in refunds. While the number of merchants on our platform has recovered due to the reopening of the economy in China, we continue to see moderate disruption in the supply chain that is affecting delivery times.

We benefited from greater mobile usage and less competition from physical retail as a result of shelter-in-place mandates. We also benefited from increased user spending due to U.S. government stimulus programs. However, such stimulus programs have been reduced recently, which may adversely affect user spending. We cannot assure you that increased levels of mobile commerce will continue when COVID-19 has subsided or otherwise, or that the U.S. government will offer additional stimulus programs.

The global outbreak of COVID-19 continues to rapidly evolve, especially as COVID-19 cases and corresponding government actions responsive to COVID-19 have recently increased again in certain parts of the world. The extent to which COVID-19 may impact our business will depend on future developments, which are highly uncertain and cannot be predicted with confidence, the duration of the pandemic, travel restrictions, social distancing requirements, changes to consumer ecommerce activity in response to evolving governmental mandates that impact brick-and-mortar stores such as business closures or other governmental or business disruptions, global unemployment rates, and the effectiveness of actions taken in the United States and other countries to prevent, contain, and treat
the disease. See the section titled "Management's Discussion and Analysis of Financial Condition and Results of Operations—Impact of the COVID-19 Pandemic" for a further discussion of the impact of the COVID-19 pandemic on our business.

Our pricing strategies may not meet users' price expectations or result in net income (loss), and laws and regulations could negatively impact the effectiveness of our model.

Our pricing strategies have had, and may continue to have, a significant impact on our revenue and net income (loss). In addition to offering discounted prices and shipping as a means of attracting users and encouraging repeat purchases, we use dynamic pricing, where pricing varies depending on factors such as user location and demand, which is intended to maximize volume and revenue and allows us to offer a variety of promotions and discounts. Such offers and discounts, however, may reduce our revenue and margins. In the future, laws applicable to data protection, consumer protection, and artificial intelligence may change in a manner that limits our ability to employ dynamic pricing. In addition, our competitors' pricing and marketing strategies are beyond our control and can significantly affect the results of our pricing strategies. If our pricing strategies, which may evolve over time, fail to meet our users' price expectations or fail to result in increased margins, or if we are unable to compete effectively with our competitors if they engage in aggressive pricing strategies or other competitive activities, it could have a material adverse effect on our business.

Our refund policies may adversely affect our results of operations.

We have adopted user-friendly refund policies that make it convenient and easy for users to receive a refund after completing purchases. These policies are designed to improve users' shopping experience and promote user loyalty, which in turn help us acquire and engage our existing users. However, these policies also subject us to additional costs and expenses which we may not recoup through increased revenue. We may also be required by law to adopt new or amend existing refund policies from time to time. These policies also make us more susceptible to misuse and if our refund policy is misused by a significant number of users, our costs may increase significantly, and our results of operations may be materially and adversely affected. If we revise these policies to reduce our costs and expenses, our users may be dissatisfied, which may result in loss of existing users or failure to acquire new users at a desirable pace or cost, which may materially and adversely affect our results of operations.

Our ability to recruit and retain employees is important to our success.

Our future performance depends on our employees, including key engineering and product development personnel. Competition for key personnel is intense, especially in the San Francisco Bay area where our corporate headquarters are located, and we may be unable to successfully attract, integrate, or retain sufficiently qualified key personnel. In making employment decisions, particularly in the Internet and high-technology industries, job candidates often consider the value of the equity awards they would receive in connection with their employment and fluctuations in our stock price may make it more difficult to attract, retain, and motivate employees.

The forecasts of market opportunity and market growth included in this prospectus may prove to be inaccurate, and, even if these forecasts materialize, we cannot assure you our business will grow at similar rates, if at all.

Estimates of market opportunity and forecasts of market growth are subject to significant uncertainty and are based on assumptions and estimates that may not prove to be accurate, including due to the recent impacts from COVID-19. The estimates in this prospectus of the size of the markets that we may be able to address and the forecasts in this prospectus relating to the expected growth in ecommerce and other markets are subject to many assumptions and may prove to be inaccurate. These markets may not grow at the rates that we forecast. We may not grow our business at similar rates, or at all. Our growth is subject to many factors, including our success in implementing our business strategy, which is subject to many risks and uncertainties. Accordingly, the estimates of market opportunity and forecasts of market growth included in this prospectus should not be taken as indicative of our future growth.

We rely on consumer discretionary spending and may be adversely affected by economic downturns and other macroeconomic conditions or trends.

Macroeconomic conditions may adversely affect our business. If general economic conditions deteriorate globally or in specific markets where we operate, consumer discretionary spending may decline and demand for products available in our platform may be reduced. For example, we benefited from increased user spending due to U.S. government stimulus programs. However, such stimulus programs have been reduced recently, which may adversely affect user spending. We cannot assure you that the U.S. government will offer additional stimulus programs once the COVID-19 pandemic has subsided or otherwise. A decrease in consumer discretionary spending would cause sales in our platform to decline and adversely impact our business.

We face risks relating to the inventory we purchase ourselves.

We directly purchase, on a very limited basis, some of the products that we sell on our platform. We assume the inventory damage, theft, and obsolescence risks, as well as product safety and price erosion risks for products that we purchase directly. These risks could become more significant in the future if we increase the amount of inventory that we purchase. These risks could also become more significant depending on the types of product we hold in our inventory, such as products that are subject to seasonality, changes in consumer preferences, rapid technological change, obsolescence, and price erosion. If we choose to carry significant levels of inventory in the future, any one of these inventory risks could adversely affect our operating results.

Unfavorable changes or failure by us to comply with evolving internet and ecommerce regulations could substantially harm our business and operating results.

We are subject to general business regulations and laws as well as regulations and laws specifically governing the internet and ecommerce. These regulations and laws may involve taxes, privacy and data security, consumer protection, the ability to collect and/or share necessary information that allows us to conduct business on the internet, marketing communications and advertising, content protection, electronic contracts, or gift cards. Furthermore, the regulatory landscape impacting internet and ecommerce businesses is constantly evolving. Any failure, or perceived failure, by us to comply with any of these laws or regulations could result in damage to our reputation, a loss in business and proceedings, or actions against us by governmental entities or others, which could impact our operating results.

Our business could suffer if we are unsuccessful in making, integrating, and maintaining any future acquisitions and investments.

We may acquire businesses or technologies in the future. Integrating an acquired business or technology is difficult and can be risky. These potential and completed transactions create risks such as:

- disruption of our ongoing business, including loss of management focus on existing businesses;
- the difficulty of integrating new businesses and technologies into our infrastructure; and
- the risks associated with assuming liabilities related to the activities of the acquired business before and after the acquisition, including liabilities for violations of laws and regulations, commercial disputes, cyberattacks, taxes, and other matters.

Moreover, acquisitions may divert management’s time and focus from operating our business. Acquisitions also may require us to spend a substantial portion of our available cash, issue stock, incur debt or other liabilities, amortize expenses related to intangible assets, or incur write-offs of goodwill or other assets. Finally, acquisitions could be viewed negatively by analysts, investors, merchants, or our users.

We may be involved in litigation matters or other legal proceedings that are expensive and time consuming.

We may become involved in litigation matters, including class action lawsuits and lawsuits relating to intellectual property and product liability, whether for our own products or those offered by merchants. Any lawsuit to which we are a party, with or without merit, may result in an unfavorable judgment. We also may decide to settle lawsuits on unfavorable terms. Any such negative outcome could result in payments of substantial damages or fines, damage to our reputation, loss of rights, or adverse changes to our offerings or business practices. Any of these results could adversely affect our business. In addition, defending claims is costly and can impose a significant burden on our management.

From time to time, we are subject to investigations, demands, litigation and other proceedings involving consumer protection and data protection authorities or other regulatory agencies, including, in particular, in Europe and Asia. These proceedings can result in orders, fines and penalties. For example, as a result of the initial outbreak of COVID-19, consumer protection authorities demanded rapid and decisive changes in the way that we screen and handle product listings that potentially violate various laws, including emergency price caps on certain items. Implementing these requests or defending against any associated fines could prove expense and time consuming and negatively affect our results of operations and financial condition.

Additionally, the market price of our Class A common stock may be volatile and, in the past, companies that have experienced volatility in the market price of their stock have been subject to securities class action litigation. We may be the target of this type of litigation in the future. Securities litigation against us could result in substantial costs and divert our management's attention from other business concerns, which could seriously harm our business.

Risks Related to our International Operations

Economic tension between the United States and China, or between other countries, may intensify and the United States, China, or other countries may adopt drastic measures in the future that impact our business.

Our merchants source a large percentage of the products we list on our platform from China and other countries outside the United States. Additionally, most of our merchants, and some of our operations, are located in China, making the price and availability of products on our platform susceptible to international trade risks and other international economic conditions.

If the U.S. government imposes tariffs or other economic measures that directly or indirectly increase the price of products its imports and that we list on our platform, the increased prices could have a material adverse effect on our financial results and business. For example, the United States has recently threatened more restrictive trade terms with China and other countries, leading to the imposition, or announcement of future imposition, of substantially higher U.S. Section 301 tariffs on roughly $500 billion of imports from China. In response, China imposed or proposed new or higher tariffs on U.S. exports. The effects of the recently imposed and proposed tariffs are uncertain because of the dynamic nature of governmental action, relations and responses. Further escalation of trade tensions between the United States and its trading partners, especially China, could result in long-term changes to global trade, including retaliatory trade restrictions that restrict the international flow of products. We cannot predict what actions may ultimately be taken with respect to tariffs or trade relations between the United States and China or other countries, what products may be subject to such actions, or what actions may be taken by the other countries in retaliation. Any alterations to our business strategy or operations made in order to adapt to or comply with any such changes would be time-consuming and expensive, and certain of our competitors may be better suited to withstand or react to these changes.

Additionally, the U.S. government has recently indicated that it may restrict the operation and access of certain China-based companies, which include TikTok and WeChat, in the United States and other countries have indicated taking similar actions. In response, government authorities in China, or elsewhere, may seek to restrict access and operation of U.S. companies. Most of our merchants and some of our operations are located in China, and if our activities were restricted in China, our platform, our business, financial condition, and results of operations would be adversely affected.

We are not able to predict future economic policy of the United States, China, or of any foreign countries in which we operate. The adoption and expansion of restrictions, including restrictions on access to apps and other platforms, cross-border data transfers, tariffs, or other governmental action related to economic policies, has the potential to adversely impact our business, operational results and financial position.

Certain aspects of our business relating to the provision of financial services are subject to government regulation and oversight.

Many jurisdictions in which we operate have laws that govern financial services activities. Regulators in certain jurisdictions may determine that certain aspects of our business are subject to these laws and could require us to obtain licenses to continue to operate in such jurisdictions. For example, if we are deemed to be a money transmitter as defined by applicable regulation, we could be subject to certain laws, rules and regulations enforced by multiple authorities and governing bodies in the United States and abroad. If we are found to be a money transmitter under any applicable regulation and we are not in compliance with such regulations, we may be subject to fines or other penalties in one or more jurisdictions levied by federal or state or local regulators, including state Attorneys General, as well as those levied by foreign regulators. In addition to fines, penalties for failing to comply with applicable rules and regulations could include criminal and civil proceedings or other enforcement actions. We could also be required to make changes to our business practices or compliance programs as a result of regulatory scrutiny.

One of our subsidiaries, ContextLogic B.V., has applied for a payments institution license with its competent authority, De Nederlandsche Bank. This license would permit ContextLogic B.V. to provide payment services (including acquiring and executing payment transactions, as referred to in the Revised Payment Services Directive (2015/2366/EU)) in the Netherlands. In addition, ContextLogic B.V., once licensed, intends to provide such services on a cross-border passport basis into other countries within the European Economic Area (the "EEA").

We continue to evaluate our options for seeking additional licenses in several other jurisdictions to optimize our payment solutions and support the future growth of our business. We could be denied such licenses, have existing licenses revoked, or be required to make significant changes to our business operations before being granted such licenses. If we are denied licenses or such licenses are revoked, we may be forced to cease or limit business operations in certain jurisdictions, including in the EEA, and even if we are able to obtain such licenses, we could be subject to fines or other enforcement action, or stripped of such licenses, if we are found to violate the requirements of such licenses. Such regulatory actions, or the need to obtain regulatory approvals, could impose significant costs and involve substantial delay in payments we make in certain local markets, any of which could adversely affect our business, financial condition, or operating results.

In addition, laws related to money transmission and online payments are evolving, and changes in such laws could affect our ability to provide payment processing on our platform in the same form and on the same terms as we have historically, or at all. For example, changes to the EU Payment Services Directive caused aspects of our payment operations in the EEA to fall within the scope of European payments regulation. As a result, ContextLogic B.V. is directly subject to financial services

regulations (including those relating to anti-money laundering, terrorist financing, and sanctioned or prohibited persons) in the Netherlands and in other countries in the EEA where it conducts business. In addition, as we evolve our business or make changes to our business structure, we may be subject to additional laws or requirements related to money transmission, online payments and financial regulation. These laws govern, among other things, money transmission, prepaid access instruments, lending, electronic funds transfers, anti-money laundering, counter-terrorist financing, banking, systemic integrity risk assessments, cyber security of payment processes, and import and export restrictions. Our business operations may not always comply with these financial laws and regulations. Historical or future non-compliance with these laws or regulations could result in significant criminal and civil lawsuits, penalties, forfeiture of significant assets or other enforcement actions. Costs associated with fines and enforcement actions, as well as reputational harm, changes in compliance requirements or limits on our ability to expand our product offerings, could harm our business.

Further, our payment system is susceptible to illegal and improper uses, including money laundering, terrorist financing, fraudulent sales of goods or services and payments to sanctioned parties. We have invested and will need to continue to invest substantial resources to comply with applicable anti-money laundering, counter-terrorism, and sanctions laws, and in the EEA to conduct appropriate risk assessments and implement appropriate controls once licensed as a regulated payments institution. Government authorities may seek to bring legal action against us if our payment system is used for improper or illegal purposes or if our enterprise risk management or controls in the EEA are not adequately assessed, updated, or implemented, and any such action could result in financial or reputational harm to our business. Additionally, some of our merchants use applications, such as WeChat, for transmitting payments and communicating with us. If any of these payments applications were limited or banned by governmental authorities, certain payments could be delayed or our communications with merchants could be adversely impacted.

We are subject to customs and international trade laws that could require us to incur increased costs or could result in a delay in getting products to users, which may limit our growth and cause us to suffer reputational damage.

Our business is conducted worldwide, with goods imported from and exported to a substantial number of countries. The vast majority of products sold on our platform are shipped internationally. We are subject to numerous regulations, including customs and international trade laws that govern the importation, exportation, and sale of goods. In addition, we face risks associated with trade protection laws, policies and measures and other regulatory requirements affecting trade and investment, including loss or modification of exemptions for taxes and tariffs, imposition of new tariffs and duties, and import and export licensing requirements in the countries in which we operate. If these laws or regulations were to change or were violated by our management, employees or merchants, we could experience delays in shipments of our goods, be subject to fines or penalties, or suffer reputational harm, which could reduce demand for our services and negatively impact our results of operations.

Legal requirements are frequently changed and subject to interpretation, and we are unable to predict the ultimate cost of compliance with these requirements or their effects on our operations. We may be required to make significant expenditures to comply with existing or future laws and regulations, which may increase our costs and materially limit our ability to operate our business. In addition, changes to legal requirements can create delays in the introduction and sale of our products and services, or in some cases, prevent the export or import or our products and services to certain countries, governments, or persons altogether.

We rely on the free flow of goods through open and operational ports worldwide. Labor disputes or other disruptions at ports create significant risks for our business, particularly if work slowdowns, lockouts, strikes, or other disruptions occur. Any of these factors could result in reduced sales or

canceled orders, which may limit our growth and damage our reputation and may have a material adverse effect on our business, results of operations, financial condition, and prospects.

Our international operations are subject to increased risks.

There are inherent risks in doing business internationally, including:

- expenses associated with localizing our products and services and user data, including offering our users and merchants the ability to transact business in the local currency and language, and adapting our platform to local preferences;
- challenges to enforceability in some foreign jurisdictions of so-called “clickwrap” contracts with our customers, merchants and Wish Local retailers;
- trade barriers and changes in trade regulations;
- difficulties in developing, staffing, and simultaneously managing a large number of varying foreign operations as a result of distance, language, and cultural differences;
- stringent local labor laws and regulations;
- credit risk and higher levels of payment fraud;
- laws or regulations related to the import or export of goods alleged to violate third-party intellectual property rights;
- political or social unrest, economic instability, repression, or human rights issues;
- geopolitical events, including natural disasters, public health issues, acts of war, and terrorism;
- compliance with U.S. laws such as the Foreign Corrupt Practices Act and foreign laws prohibiting corruption, U.S. and foreign economic and trade sanctions laws, and U.S. and foreign laws designed to combat money laundering and the financing of terrorist activities;
- antitrust and competition regulations;
- potentially adverse tax developments and consequences;
- economic uncertainties relating to sovereign and other debt;
- different, uncertain, or more stringent user protection, data protection, data collection, privacy, payments, advertising, pricing, and other laws;
- limitations by governmental authorities on transmission of privacy information and other data between countries, whether from the United States or other jurisdictions;
- restrictions on sales or distribution of certain products or services and uncertainty regarding liability for products, services, content, including uncertainty as a result of less internet-friendly legal systems, local laws, lack of legal precedent, and varying rules, regulations, and practices;
- risks related to other government regulation or required compliance with local laws;
- national or regional differences in macroeconomic growth rates; and
- local licensing and reporting obligations.

Violations of the complex foreign and U.S. laws and regulations that apply to our international operations may result in litigation, fines, criminal actions, or sanctions against us, our officers, or our employees; prohibitions on the conduct of our business; and damage to our reputation. Although we have implemented policies and procedures designed to promote compliance with these laws, there can be no assurance that our employees, contractors, or agents will not violate our policies. These risks inherent in our international operations and expansion increase our costs of doing business internationally and could harm our business.

We face exposure to foreign currency exchange rate fluctuations.

Our sales to users are denominated in local currencies, primarily in U.S. dollars and Euros, and we pay our merchants in China for products sold on our platform in Renminbi ("RMB"), a few weeks after sales are completed, which creates exposure to currency rate fluctuations during that time. Additionally, our operating expenses are denominated in the currencies of the countries in which our operations are located, and may be subject to fluctuations due to changes in foreign currency exchange rates, particularly changes in the RMB. We do not generally hedge foreign exchange risk, and therefore, our results of operations have in the past, and will in the future, fluctuate due to movements in exchange rates. In addition, a weakening U.S. dollar will typically adversely affect the volume of goods being sold by foreign merchants to users in the United States more than it positively affects the volume of goods being sold by merchants in the United States to users in foreign countries, thereby further negatively impacting our financial results.

Any factors that reduce cross-border trade or make such trade more difficult could harm our business.

Cross-border trade is an important source of revenue for us. The shipping of goods across national borders is often more expensive and complicated than domestic shipping. Customs and duty procedures and reviews, including duty-free thresholds in various key markets, the interaction of national postal systems, and security related governmental processes at international borders, may increase costs, discourage cross-border purchases, delay transit, and create shipping uncertainties. Any factors that increase the costs of cross-border trade or restrict, delay, or make cross-border trade more difficult or impractical would lower our revenue and profits and could harm our business.

Changes in China's economic, political or social conditions or government policies could have a material adverse effect on our business and operations.

Most of our merchants, and some of our operations, are located in China. Accordingly, our business, financial condition, results of operations, and prospects may be influenced to a significant degree by political, economic and social conditions in China generally. The Chinese economy differs from the economies of most developed countries in many respects, including the level of government involvement, level of development, and growth rate. The Chinese government continues to play a significant role in regulating industry development by imposing industrial policies. The Chinese government also exercises significant control over China's economic growth through allocating resources, controlling payment of foreign currency-denominated obligations, setting monetary policy, and providing preferential treatment to particular industries or companies.

Uncertainties with respect to the People's Republic of China's ("PRC") legal system and changes in laws and regulations in China could adversely affect us.

Our operations in China are governed by PRC laws and regulations. Our Chinese subsidiaries are subject to laws and regulations applicable to foreign investment in China. The PRC legal system is a civil law system based on written statutes. Unlike the common law system, prior court decisions under the civil law system may be cited for reference but have limited precedential value. In addition, any new or changes in PRC laws and regulations related to foreign investment in China could affect the business environment and our ability to operate our business in China.

From time to time, we may have to resort to administrative and court proceedings to enforce our legal rights. Any administrative and court proceedings in China may be protracted, resulting in substantial costs and diversion of resources and management attention. Since PRC administrative and court authorities have significant discretion in interpreting and implementing statutory provisions and contractual terms, it may be more difficult to evaluate the outcome of administrative and court

proceedings and the level of legal protection we enjoy than in more developed legal systems. These uncertainties may impede our ability to enforce the contracts we have entered into and could materially and adversely affect our business and results of operations.

Furthermore, the PRC legal system is based in part on government policies and internal rules, some of which are not published on a timely basis or at all and may have retroactive effect. As a result, we may not be aware of our violation of any of these policies and rules until sometime after the violation. Such unpredictability towards our contractual, property and procedural rights could adversely affect our business and impede our ability to continue our operations.

We may be adversely affected by the complexity, uncertainties and changes in PRC regulation of internet-related businesses and companies, and any lack of requisite approvals, licenses or permits applicable to our business may have a material adverse effect on our business and results of operations.

The Chinese government extensively regulates the internet industry, including foreign ownership of, and the licensing and permit requirements pertaining to, companies in the internet industry. These internet-related laws and regulations are relatively new and evolving, and their interpretation and enforcement involve significant uncertainties. As a result, in certain circumstances it may be difficult to determine what actions or omissions may be deemed to be in violation of applicable laws and regulations.

Because our business may be subject to governmental supervision and regulation by the relevant Chinese governmental authorities in many aspects of the operation of online retailing, we may be required to hold a number of licenses and permits in connection with our business operation. New laws and regulations may be adopted from time to time to require additional licenses and permits other than those we currently have. As a result, substantial uncertainties exist regarding the interpretation and implementation of current and any future PRC laws and regulations applicable to online retail businesses. If the Chinese government considers that we were operating without the proper approvals, licenses or permits, or promulgates new laws and regulations that require additional approvals or licenses or impose additional restrictions on the operation of any part of our business, it has the power, among other actions, to levy fines, confiscate our income, revoke our business licenses, or require us to discontinue our relevant business or impose restrictions on the affected portion of our business. Any of these or other regulatory actions by the Chinese governmental authorities, including issuance of official notices, change of policies, promulgation of regulations and imposition of sanctions, may adversely affect our business and have a material and adverse effect on our results of operations.

Risks Related to Network and Infrastructure

Any significant disruption in service on our platform or in our computer systems, some of which are currently hosted by third-party providers, could damage our reputation and result in a loss of users, which would harm our business and results of operations.

Our brand, reputation and ability to deliver a positive user experience depends upon the reliability of our infrastructure. We have experienced interruptions in these systems in the past, including server failures that temporarily slowed down or interfered with the performance of our websites and apps, or particular features of our websites and apps, and we may experience interruptions in the future. For example, in June 2020, we experienced a full platform outage for more than one hour due to the release of a software update that did not follow proper internal protocols. We have since updated our processes for following such protocols. Interruptions, whether due to system failures, human errors, computer viruses, physical or electronic break-ins, denial-of-service attacks, and capacity limitations, could prevent or inhibit the ability of merchants to access, or users from completing purchases on, our websites and apps. Volume of traffic and activity on our platform spikes on certain days, and any such

interruption would be particularly problematic if it were to occur at such a high volume time. Problems with the reliability of our systems could prevent us from earning revenue and could harm our reputation. Damage to our reputation, any resulting loss of user confidence and the cost of remedying these problems could negatively affect our business, results of operations, financial condition, and prospects.

We either lease or own our servers and have service agreements with data center providers. Our systems and operations are vulnerable to damage or interruption from fire, flood, power loss, telecommunications failure, terrorist attacks, acts of war, electronic and physical break-ins, computer viruses, earthquakes, and similar events. The occurrence of any of the foregoing events could result in damage to our systems and hardware or could cause them to fail completely, and our insurance may not cover such events or may be insufficient to compensate us for losses that may occur. Our systems are not completely redundant, so a system failure at one site could result in reduced platform functionality for our users, and a total failure of our systems could cause our websites or apps to be inaccessible by some or all of our users. A significant portion of our data storage, data processing and other computing services and systems is hosted by Amazon Web Services ("AWS"). AWS provides us with computing and storage capacity pursuant to an agreement that continues until terminated by either party. Problems with our third-party service providers, including AWS, or with their network providers or with the systems allocating capacity among their users, including us, could adversely affect our users' experience. Our third-party service providers could decide to close their facilities without adequate notice. Any financial difficulties, such as bankruptcy or reorganization, faced by our third-party service providers or any of the service providers with whom they contract may have negative effects on our business, the nature and extent of which are difficult to predict. If our third-party service providers are unable to keep up with our needs for capacity, this could have an adverse effect on our business. In the event that our agreement with AWS, or other third-party service providers, is terminated, or we add additional cloud infrastructure service providers, we may experience significant costs or downtime in connection with the transfer to, or the addition of, new cloud infrastructure service providers. Any of the above circumstances or events may harm our reputation and brand, reduce the availability or usage of our platform, lead to a significant short-term loss of revenue, increase our costs, and impair our ability to attract new users or merchants, any of which could adversely affect our business, financial condition, and results of operations.

Our failure or the failure of third parties to protect our sites, networks and systems against security breaches, or otherwise to protect our confidential information, could damage our reputation and brand and substantially harm our business and operating results.

We collect, maintain, transmit, and store data about our users, merchants and others, including personally identifiable information and personal data, as well as other confidential information.

We also engage third parties that store, process, and transmit these types of information on our behalf. We rely on technology licensed from third parties in an effort to securely transmit confidential and sensitive information, including credit card numbers. Advances in computer capabilities, new technological discoveries, or other developments may result in the whole or partial failure of this technology to protect transaction data or other confidential and sensitive information from being breached or compromised. In addition, ecommerce websites are often attacked through compromised credentials, including those obtained through phishing, credential stuffing, and password spraying. Our security measures, and those of our third-party service providers, may not detect or prevent all attempts to breach our systems, viruses, malicious software, break-ins, phishing attacks, accidental actions or omissions to act that create vulnerabilities, social engineering, security breaches, or other attacks and similar disruptions that may jeopardize the security of information stored in or transmitted by our websites, networks and systems or that we or such third parties otherwise maintain, including payment card systems, which may subject us to fines or higher transaction fees or limit or terminate

our access to certain payment methods. We and such third parties may not be able to anticipate or prevent all types of attacks, and we may not detect such attacks until after they have already been launched. Further, techniques used to obtain unauthorized access to or sabotage systems change frequently and may not be known until launched against us or our third-party service providers. In addition, security breaches can also occur as a result of non-technical issues, including intentional or inadvertent actions by our employees or by third parties. These risks may increase over time as the complexity and number of technical systems and applications we use also increases.

Cyber security incidents or breaches of our security measures or those of our third-party service providers or cyber security incidents could result in unauthorized access to our websites, networks and systems; unauthorized access to and misappropriation of our data, including user information, personally identifiable information, or other confidential or proprietary information of ours or of third parties; viruses, worms, spyware, or other malware being served from our websites, networks, or systems; deletion or modification of content or the display of unauthorized content on our sites; interruption, disruption, or malfunction of operations; costs relating to breach remediation, deployment of additional personnel and protection technologies, response to governmental investigations and media inquiries and coverage; engagement of third-party experts and consultants; litigation, regulatory action and other potential liabilities. Social engineering, phishing, malware, and similar attacks and threats of denial-of-service attacks could have a material adverse effect on our operations. Additionally, from time to time, our merchants' and users' accounts have been subject to unauthorized access by third parties, including through illicit purchase of usernames and passwords by bad actors. If any of these breaches of security should occur, our reputation and brand could be damaged, our business may suffer, we could be required to expend significant capital and other resources to alleviate problems caused by such breaches, and we could be exposed to a risk of loss, litigation or regulatory action and possible liability. We cannot guarantee that recovery protocols and backup systems will be sufficient to prevent data loss. Actual or anticipated attacks may cause us to incur increasing costs, including costs to deploy additional personnel and protection technologies, train employees and engage third-party experts and consultants. In addition, any party who is able to illicitly obtain a user or merchant password could access the user or merchant's transaction data or personal information, resulting in the perception that our systems are insecure.

Any compromise or breach of our security measures, or those of our third-party service providers, could violate applicable privacy, data protection, data security, network and information systems security and other laws and cause significant legal and financial exposure (including costs for technical teams to investigate and remediate such incidents), adverse publicity and a loss of confidence in our security measures, which could have a material adverse effect on our business, results of operations, financial condition, and prospects. We devote significant resources to protect against security breaches and we may need to devote more resources in the future to address problems caused by breaches, including notifying affected users and responding to any resulting litigation, which in turn, diverts resources from the growth and expansion of our business.

Catastrophic events may disrupt our business.

Natural disasters or other catastrophic events may cause damage or disruption to our operations, international commerce, and the global economy, and thus could harm our business. In the event of a major earthquake, hurricane or catastrophic event such as fire, power loss, telecommunications failure, cyber-attack, war, or terrorist attack, we may be unable to continue our operations and may endure reputational harm, delays in developing our platform and solutions breaches of data security and loss of critical data, all of which could harm our business, results of operations, and financial condition.

Additionally, we rely on our network and third-party infrastructure and applications, internal technology systems, and our websites for our development, marketing, operational support, hosted

services, and marketing activities. If these systems were to fail or be negatively impacted as a result of a natural disaster or other event, our ability to deliver a positive user and merchant experience would be impaired.

As we grow our business, the need for business continuity planning and disaster recovery plans will grow in significance. If we are unable to develop adequate plans to ensure that our business functions continue to operate during and after a disaster, and successfully execute on those plans in the event of a disaster or emergency, our business and reputation would be harmed.

We are subject to governmental regulation and other legal obligations related to privacy, data protection, information security, and consumer protection. If we are unable to comply with these, we may be subject to governmental enforcement actions, litigation, fines and penalties, or adverse publicity.

We collect personally identifiable information and other data from users and prospective users. We use this information to provide services and relevant products to our users, to support, expand and improve our business, and to tailor our marketing and advertising efforts. We may also share users' personal data with certain third parties as authorized by the user or as described in our privacy policy.

As a result, we are subject to governmental regulation and other legal obligations related to the protection of confidential and sensitive data (including personally identifiable information and personal data), privacy, information security and consumer protection in certain countries where we do business and there has been and will continue to be a significant increase globally in such laws that restrict or control the use of personal data.

In Europe, where the data privacy and information security regime underwent a significant change in 2018, the legal environment related to personal data continues to evolve and companies like us that process personal data from large numbers of individuals are subject to increasing regulatory scrutiny. The General Data Protection Regulation ("GDPR"), implemented more stringent operational requirements for our use of personal data. These more stringent requirements include expanded disclosures to tell our users about how we may use their personal data, increased controls on profiling users and increased rights for users to access, control and delete their personal data. In addition, there are mandatory data breach notification requirements and significantly increased penalties of the greater of €20 million or 4% of global turnover for the preceding financial year.

Although there are legal mechanisms to allow for the transfer of personal data from the United Kingdom, EEA and Switzerland to the United States, uncertainty about compliance with such data protection laws remains and such mechanisms may not be available or applicable with respect to the personal data processing activities necessary to research, develop and market our products and services. For example, legal challenges in Europe to the mechanisms allowing companies to transfer personal data from the EEA to the United States could result in further limitations on the ability to transfer personal data across borders, particularly if governments are unable or unwilling to reach new or maintain existing agreements that support cross-border data transfers, such as the EU-U.S. and Swiss-U.S. Privacy Shield Frameworks. Specifically, on July 16, 2020, the Court of Justice of the European Union invalidated Decision 2016/1250 on the adequacy of the protection provided by the EU-U.S. Privacy Shield Framework. To the extent that we or our service providers were to rely on the EU-U.S. Privacy Shield Framework, we may not be able to do so in the future, which could increase our costs and limit our ability to process personal data from the European Union. The same decision also cast doubt on the ability to use one of the primary alternatives to the Privacy Shield, namely, the European Commission's Standard Contractual Clauses, to lawfully transfer personal data from Europe to the United States and most other countries. At present, there are few if any viable alternatives to the Privacy Shield and the Standard Contractual Clauses.

In recent years, U.S. and European lawmakers and regulators have expressed concern over the use of third-party cookies and similar technologies for online behavioral advertising, and laws in this area are also under reform. In the European Union, current national laws that implement the ePrivacy Directive will be replaced by an EU regulation known as the ePrivacy Regulation. The draft ePrivacy Regulation retains existing informed consent conditions and also imposes the strict opt-in marketing rules on direct marketing that is "presented" on a web page rather than sent by email, alters rules on third-party cookies and similar technology and significantly increases penalties for breach of the rules. Regulation of cookies and similar technologies may lead to broader restrictions on our marketing and personalization activities and may negatively impact the effectiveness of our marketing. Such regulations may also increase regulatory scrutiny and increase potential civil liability under data protection or consumer protection laws. The ePrivacy Regulations draft also advocates the development of browsers that block cookies by default. These developments could impair our ability to collect user information, including personal data and usage information, that helps us provide more targeted advertising to our current and prospective users, which could adversely affect our business, given our use of cookies and similar technologies to target our marketing and personalize the user experience.

Further, Brexit has created uncertainty with regard to data protection regulation in the United Kingdom. In particular, while the Data Protection Act of 2018, that "implements" and complements the GDPR achieved Royal Assent on May 23, 2018 and is now effective in the United Kingdom, it is still unclear whether transfer of data from the EEA to the United Kingdom will remain lawful under GDPR. During the period of "transition" (i.e., until December 31, 2020), EU law will continue to apply in the UK, including the GDPR, after which the GDPR will be converted into U.K. law. Beginning in 2021, the UK will be a "third country" under the GDPR. We may, however, incur liabilities, expenses, costs, and other operational losses under GDPR and applicable EU Member States and the U.K. privacy laws in connection with any measures we take to comply with them.

As interpretation of both the ePrivacy Regulation and GDPR develop, we could incur substantial costs to comply with these regulations. The changes could require significant systems changes, limit the effectiveness of our marketing activities, adversely affect our margins, increase costs and subject us to additional liabilities.

In the United States, federal and various state governments have adopted or are considering, laws, guidelines or rules for the collection, distribution, use and storage of information collected from or about users or their devices. For example, California recently passed the California Consumer Privacy Act (the "CCPA"), which became effective on January 1, 2020 and introduced substantial changes to privacy law for businesses that collect personal information from California residents. The CCPA creates individual privacy rights for California consumers and increases the privacy and security obligations of entities handling certain personal information. The CCPA provides for civil penalties for violations, as well as a private right of action for data breaches that is expected to increase data breach litigation. Additionally, the U.S. Federal Trade Commission and many state attorneys general are applying federal and state consumer protection laws, to impose standards for the online collection, use and dissemination of data. Furthermore, these obligations may be interpreted and applied inconsistently from one jurisdiction to another and may conflict with other requirements or our practices.

Many data protection regimes apply based on where a user is located, and as we expand our platform and new laws are enacted or existing laws change, we may be subject to new laws, regulations or standards or new interpretations of existing laws, regulations or standards, including those in the areas of data security, data privacy and regulation of email providers and those that require localization of certain data, which could require us to incur additional costs and restrict our business operations. Any failure or perceived failure by us to comply with rapidly evolving privacy or security laws policies (including our own stated privacy policies), legal obligations or industry standards or any security incident that results in the unauthorized release or transfer of personally identifiable

information or other user data may result in governmental enforcement actions, litigation (including user class actions), fines and penalties or adverse publicity and could cause our users to lose trust in us, which could have a material adverse effect on our business, results of operations, financial condition, and prospects.

A failure to comply with current laws, rules and regulations or changes to such laws, rules and regulations and other legal uncertainties may adversely affect our business, financial performance, results of operations or business growth.

Our business and financial performance could be adversely affected by unfavorable changes in or interpretations of existing laws, rules, and regulations or the promulgation of new laws, rules, and regulations applicable to us and our business, including those relating to the internet and ecommerce, internet advertising and price display, consumer protection, anti-corruption, economic and trade sanctions, tax, payments, banking, data security, network and information systems security, data protection and privacy. As a result, regulatory authorities could prevent or temporarily suspend us from carrying on some or all of our activities or otherwise penalize us if our practices were found not to comply with applicable regulatory or licensing requirements or any binding interpretation of such requirements. Unfavorable changes or interpretations could decrease demand for our services, limit marketing methods and capabilities, affect our margins, increase costs or subject us to additional liabilities. For example, as a result of the initial outbreak of COVID-19, consumer protection authorities demanded rapid and decisive changes in the way that Wish screens and handles product listings that potentially violate various laws, including emergency price caps on certain items. We believe we have legal grounds to satisfy current requests or prevail against associated fines and penalties, and we intend to vigorously defend such fines and penalties.

Additionally, there are, and will likely continue to be, an increasing number of laws and regulations pertaining to the internet and ecommerce that may relate to liability for information retrieved from or transmitted over the internet, display of certain taxes and fees, online editorial and user-generated content, user privacy, data security, network and information systems security, behavioral targeting and online advertising, taxation, liability for third-party activities, quality of services and consumer protection. For example, the European Union's Market Surveillance Regulation, which takes effect in July 2021, places new obligations on marketplaces and is designed to reduce the availability of unsafe products in Europe when offered by sellers outside of the region. Denmark has passed a law placing new burdens on marketplaces and giving its regulators the right to request fines and shutdowns where marketplaces are consistently unsuccessful in screening products that are unsafe or unlawful. Furthermore, the growth and development of ecommerce may prompt calls for more stringent consumer protection laws and more aggressive enforcement efforts, which may impose additional burdens on online businesses generally.

Likewise, the Securities and Exchange Commission (the "SEC"), the U.S. Department of Justice, the U.S. Treasury Department's Office of Foreign Assets Controls, the U.S. Department of State, as well as other foreign regulatory authorities continue to enforce economic and trade regulations and anti-corruption laws, across industries. U.S. trade sanctions relate to transactions with designated foreign countries and territories, including Cuba, Iran, North Korea, Syria and the Crimea region of Ukraine, as well as specifically targeted individuals and entities that are identified on United States' and other blacklists, and those owned by them or those acting on their behalf. Anti-corruption laws, including the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act, generally prohibit direct or indirect corrupt payments to government officials and, under certain laws, to private persons to obtain or retain business or an improper business advantage. Although we have policies and procedures in place designed to promote compliance with these laws and regulations, our employees, partners, or agents could take actions in contravention of our policies and procedures, or violate applicable laws or regulations. In the event our controls should fail, or we are found to be not in compliance for other

reasons, we could be subject to monetary damages, civil and criminal monetary penalties, withdrawal of business licenses or permits, litigation and damage to our reputation and the value of our brand.

Additionally, the law relating to liability of online service providers is currently unsettled. Lawmakers and governmental agencies have in the past and could in the future require changes in the way our business is conducted, including with explicit obligations to inspect and screen content and products or implicit obligations that might stem from increased legal liability for online service providers. Unfavorable regulations, laws, decisions, or interpretations by government or regulatory authorities applying those laws and regulations, or inquiries, investigations, or enforcement actions threatened or initiated by them, could cause us to incur substantial costs, expose us to unanticipated civil and criminal liability or penalties (including substantial monetary fines), increase our cost of doing business, require us to change our business practices in a manner materially adverse to our business, damage our reputation, impede our growth, or otherwise have a material effect on our operations.

Risk Related to Our Intellectual Property

We may be unable to protect our intellectual property adequately.

Our intellectual property is an essential asset of our business and our success is dependent, in part, upon protecting our intellectual property. To establish and protect our intellectual property rights, we rely on a combination of trade secret, copyright, trademark and, to a lesser extent, patent laws, as well as confidentiality protection procedures and contractual provisions. The efforts we have taken to protect our intellectual property may not be sufficient or effective. We generally do not elect to register our copyrights, relying instead on the laws protecting unregistered intellectual property, which may not be sufficient. We rely on both registered and unregistered trademarks, which may not always be comprehensive in scope. In addition, our copyrights and trademarks, whether or not registered, and patents may be held invalid or unenforceable if challenged, and may be of limited territorial reach. Moreover, effective trademark, copyright, patent and trade secret protection may not be available or commercially feasible in every country in which we conduct business. Further, intellectual property law, including statutory and case law, particularly in the United States, is constantly developing, and any changes in the law could make it harder for us to enforce our rights. While we have obtained or applied for patent protection with respect to some of our intellectual property, we generally do not rely on patents as a principal means of protecting intellectual property. We make business decisions about when to seek patent protection for a particular technology and when to rely upon trade secret protection, and the approach we select may ultimately prove to be inadequate. To the extent we do seek patent protection, any U.S. or other patents issued to us may not be sufficiently broad to protect our proprietary technologies.

We may be subject to claims that items listed on our platform are counterfeit, infringing or illegal, which may harm our business.

We frequently receive communications alleging that items listed on our platform infringe third-party copyrights, trademarks, or other intellectual property rights. We have intellectual property complaint and take-down procedures in place to address these communications, and we believe such procedures are important to promote confidence in our platform and provide users reassurance in the products they are purchasing. We follow these procedures to review complaints and relevant facts to determine the appropriate action, which may include removal of the item from our platform and, in certain cases, prohibiting merchants from participating in our platform who repeatedly violate our policies.

Our procedures may not effectively reduce or eliminate our liability. In particular, we may be subject to civil or criminal liability for activities carried out by merchants on our platform, especially outside the United States where laws may offer less protection for intermediaries and platforms than the United States. Under current U.S. copyright law and the Communications Decency Act, we may

benefit from statutory safe harbor provisions that protect us from copyright liability for content posted on our platform by our merchants and users. However, trademark and patent laws do not include similar statutory provisions, and liability for these forms of intellectual property is often determined by court decisions. These safe harbors and court rulings may change unfavorably. In that event, we may be held secondarily liable for the intellectual property infringement of merchants on our platform. We may also be directly liable for the inventory we purchase ourselves that we sell on our platform.

In addition, allegations of infringement of intellectual property rights, including but not limited to counterfeit items, have resulted in actual litigation from time to time by rights owners against merchants. These and similar suits have resulted in the freezing of merchant accounts or the shutdown of merchant storefronts on our platform, which can adversely impact revenue in the short-term, and may require us to spend substantial resources to comply with court orders. We may also incur costs responding to subpoenas from governmental authorities regarding illegal or counterfeit products listed for sale on our platform. In addition, we may receive media attention relating to the listing or sale of illegal or counterfeit goods, which could damage our reputation, diminish the value of our brand, and make users and merchants reluctant to use our platform.

Regardless of the validity of any claims made against us, we may incur significant costs and efforts to defend against or settle them.

Under our standard form agreements, we require our merchants to indemnify us for any losses we suffer or any costs that we incur due to any products sold by these merchants. However, we may not be able to successfully enforce our contractual rights and may need to initiate costly and lengthy legal proceedings to protect our rights.

We may be subject to intellectual property claims, which are extremely costly to defend, could require us to pay significant damages and could limit our ability to use certain technologies in the future.

Companies in the internet and technology industries are frequently subject to litigation based on allegations of infringement or other violations of intellectual property rights. We periodically receive communications that claim we have infringed, misappropriated or misused others' 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. Third parties may have intellectual property rights that cover significant aspects of our technologies or business methods and prevent us from expanding our offerings. Any intellectual property claim against us, with or without merit, could be time consuming and expensive to settle or litigate and could divert the attention of our management. 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. In addition, some of our competitors have extensive portfolios of issued patents. In a patent infringement claim against us, we may assert, as a defense, that we do not infringe the relevant patent claims, that the patent is invalid, or both. The strength of our defenses will depend on the patents asserted, the interpretation of these patents, and our ability to invalidate the asserted patents. However, we could be unsuccessful in advancing non-infringement and/or invalidity arguments in our defense. In the United States, issued patents enjoy a presumption of validity, and the party challenging the validity of a patent claim must present clear and convincing evidence of invalidity, which is a high burden of proof. Conversely, the patent owner need only prove infringement by a preponderance of the evidence, which is a lower burden of proof. We may be unaware of the intellectual property rights that others may claim cover some or all of our technology or services. Because patent applications can take years to issue and are often afforded confidentiality for some period of time, there may currently be pending applications, unknown to us, that later result in issued patents that could cover one or more of our products. Many potential litigants, including some of our competitors and patent holding companies, have the ability to dedicate substantial resources to

enforcing their intellectual property rights. Moreover, our patents may provide little or no deterrence in litigation involving patent holding companies or other adverse patent owners that have no relevant product revenue. Any claims successfully brought against us could subject us to significant liability for damages and we may be required to stop using technology or other intellectual property alleged to be in violation of a third-party's rights in jurisdictions where we do business. We also might be required to enter into costly settlement agreements or seek a license for third-party intellectual property. Even if a license is available, we could be required to pay significant royalties or submit to unreasonable terms, which would increase our operating expenses. We may also be required to develop alternative non-infringing technology, which could require significant time and expense. 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.

Our software is highly complex and may contain undetected errors.

The software and code underlying our platform is highly interconnected and complex and may contain undetected errors or vulnerabilities, some of which may only be discovered after the code has been released. We typically release software code daily and this practice may result in the more frequent introduction of errors or vulnerabilities into the software underlying our platform, which can impact the user and merchant experience on our platform. Additionally, due to the interconnected nature of the software underlying our platform, updates to certain parts of our code, including changes to our website or mobile app or third-party APIs on which our website and mobile app rely, could have an unintended impact on other sections of our code, which may result in errors or vulnerabilities to our platform. Any errors or vulnerabilities discovered in our code after release could result in damage to our reputation, loss of our merchants or users, loss of revenue, or liability for damages, any of which could adversely affect our growth prospects and our business.

Our use of open source software may pose particular risks to our proprietary software and systems.

We use open source software in our proprietary software and systems and will use open source software in the future. The licenses applicable to our use of open source software may require that source code that is developed using open source software be made available to the public and that any modifications or derivative works to certain open source software continue to be licensed under open source licenses. From time to time, we may face claims from third parties claiming infringement of their intellectual property rights, or demanding the release or license of the open source software or derivative works that we developed using such software (which could include our proprietary source code) or otherwise seeking to enforce the terms of the applicable open source license. These claims could result in litigation and could require us to purchase a costly license, publicly release the affected portions of our source code, be limited in or cease using the implicated software unless and until we can re-engineer such software to avoid infringement or change the use of, or remove, the implicated open source software. Our use of open source software may also present additional security risks because the source code for open source software is publicly available, which may make it easier for hackers and other third parties to determine how to breach our website and systems that rely on open source software. Any of these risks could be difficult to eliminate or manage, and, if not addressed, could have a material adverse effect on our business, results of operations, financial condition, and prospects.

Risks Related to Our Taxes and Financial Position

Our business and our merchants and users may be subject to sales and other taxes.

The application of indirect taxes, such as sales and use tax, value-added tax, provincial taxes, goods and services tax, business tax and gross receipt tax to our business and to our merchants is a

complex and evolving issue. Many of the statutes and regulations that govern these taxes were established before the expansion of the internet and ecommerce. In many cases, it is not clear how existing statutes apply to ecommerce. In addition, governments are increasingly looking for ways to increase revenue, which has resulted in discussions about new legislative action to increase tax revenue, including through indirect taxes.

Significant judgment and expertise is required to evaluate applicable tax obligations. As a result, amounts recorded may be subject to adjustments by the relevant tax authorities. In many cases, the ultimate tax determination is uncertain because it is not clear how new and existing statutes might apply to our business or to the businesses of our merchants. One or more states, the federal government or other countries may seek to impose additional reporting, recordkeeping or indirect tax collection obligations on businesses like ours that facilitate ecommerce.

State and local taxing authorities in the United States have identified ecommerce platforms as a means to calculate, collect and remit indirect taxes for transactions taking place over the internet. Multiple U.S. states have enacted related legislation and other states are now considering such legislation. Furthermore, the U.S. Supreme Court recently held in South Dakota v. Wayfair that a U.S. state may require an online retailer to collect sales taxes imposed by the state in which the buyer is located, even if the retailer has no physical presence in that state, thus permitting a wider enforcement of such sales tax collection requirements.

Outside of the United States, the application of value added tax or other indirect taxes on ecommerce providers continues to evolve. An increasing number of jurisdictions are legislating or have adopted laws that impose new taxes, including revenue-based taxes that target online commerce and the remote selling of goods. These laws include new obligations to collect sales, consumption, value added, or other taxes on online marketplaces and remote sellers, or other requirements that may result in liability for third-party obligations. Several countries, in particular the European Union, have proposed or enacted taxes on marketplace facilitators and online advertising. Our business could be adversely affected by additional taxes that focus on marketplace service revenue.

Additionally, existing and new tax laws and legislation could require us or our merchants to incur substantial costs in order to comply, including costs associated with legal advice, tax calculation, collection, remittance and audit requirements, which could make selling in such markets less attractive and could adversely affect our business. Further, these laws can be applied prospectively or retroactively. Noncompliance with new laws may result in fines or penalties. It is possible we may not have sufficient notice to create and adopt processes to properly comply with new reporting or collection obligations by the effective date.

Our results of operations and cash flows could be adversely effected by additional taxes or increasing taxes of this nature imposed on us prospectively or retroactively, or additional taxes or penalties resulting from the failure to comply with any collection obligations or failure to provide information about our users, merchants or other third parties for tax reporting purposes to various government agencies.

We may experience fluctuations in our tax obligations.

We are subject to taxation in the United States and in numerous other jurisdictions. We record tax expense based on current tax payments and our estimates of future tax payments, which may include reserves for estimates of probable settlements of tax audits. The determination of these liabilities requires estimation and significant judgment and the ultimate determination is uncertain. At any one time, multiple tax years could be subject to audit by various taxing jurisdictions. As a result, we could be subject to higher than anticipated tax liabilities as well as ongoing variability in our quarterly tax

rates as audits close and exposures are re-evaluated. While we have estimated reserves that we believe are reasonable to cover potential exposures, the reserves may ultimately not be sufficient and additional cash outflows may result. Fluctuations in our tax obligations could adversely affect our business.

We may be subject to tax controversies.

We may also be subject to tax controversies in the United States and in foreign jurisdictions that can result in tax assessments against us. Developments in an audit, investigation, or other tax controversy can have a material effect on our operating results or cash flows. We regularly assess the likelihood of an adverse outcome resulting from these proceedings to determine the adequacy of our tax accruals and while we believe our tax estimates are reasonable, the final outcome of audits, investigations, and any other tax controversies could be materially different from our historical tax accruals.

We may not be able to utilize a significant portion of our net operation loss carryforwards, and other tax attributes, which could adversely affect our profitability.

As of December 31, 2019, we had federal net operating loss carryforwards ("NOLs") available to reduce future taxable income, if any, of $885 million that begin to expire in 2030 and continue to expire through 2037 and $324 million that have an unlimited carryover period. As of December 31, 2019, we had state NOLs available to reduce future taxable income, if any, of $1.4 billion that begin to expire in 2030 and continue to expire through 2039. Under legislation enacted in 2017, informally titled the Tax Cuts and Jobs Act (the "Tax Act"), as modified by the Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act"), unused U.S. federal NOLs generated in tax years beginning after December 31, 2017, will not expire and may be carried forward indefinitely, but the deductibility of such federal NOLs in tax years beginning after December 31, 2020, is limited to 80% of taxable income. It is uncertain if and to what extent various states will conform to the Tax Act or the CARES Act. In addition, the utilization of NOLs and other tax attributes to offset future taxable income or taxes may be subject to limitations under Sections 382 and 383 of the Internal Revenue Code of 1986, as amended (the "Code"), and similar state statutes as a result of ownership changes that have occurred or could occur in the future. Additionally, portions of these NOLs could expire unused and be unavailable to offset future income tax liabilities. In addition, at the state level, there may be periods during which the use of net operating losses is suspended or otherwise limited. For example, California recently imposed limits on the usability of California state NOLs to offset taxable income in tax years beginning after 2019 and before 2023. As a result, even if we attain profitability, we may be unable to use a material portion of our NOLs and other tax attributes, which could adversely affect our future cash flows, which could adversely affect our profitability.

We may need additional capital, which may not be available to us on acceptable terms or at all.

We believe that our existing cash, cash equivalents and marketable securities, together with cash generated from our operations, will be enough to meet our anticipated cash needs for at least the next 12 months. However, we may require additional cash resources due to changes in business conditions or other developments, such as acquisitions or investments we may decide to pursue. We may seek to borrow funds under a credit facility that we decide to enter into or sell additional equity or debt securities. The sale of additional equity or convertible debt securities could result in dilution to our existing stockholders. Any debt financing that we may secure in the future could result in additional operating and financial covenants that would limit or restrict our ability to take certain actions, such as incurring additional debt, making capital expenditures or declaring dividends. It is also possible that financing may not be available to us in amounts or on terms acceptable to us, if at all.

Operating as a public company will require us to incur substantial costs and will require substantial management attention. In addition, our management team has limited experience managing a public company and the requirements of being a public company may strain our resources, divert management's attention and affect our ability to attract and retain additional executive management and qualified board members.

As a public company, we will incur substantial legal, accounting and other expenses that we did not incur as a private company. For example, we will be subject to the reporting requirements of the Securities Exchange Act of 1934 as amended (the "Exchange Act"), the applicable requirements of the Sarbanes-Oxley Act of 2002 (the "Sarbanes-Oxley Act"), the Dodd-Frank Wall Street Reform and Consumer Protection Act and the rules and regulations of the SEC. The rules and regulations of Nasdaq will also apply to us following this offering. As part of the new requirements, we will need to establish and maintain effective disclosure and financial controls and make changes to our corporate governance practices. We expect that compliance with these requirements will increase our legal and financial compliance costs and will make some activities more time-consuming or costly, and increase demand on our systems and resources.

Most of our management and other key personnel have little experience managing a public company and preparing public filings. In addition, we expect that our management and other key personnel will need to divert attention from other business matters to devote substantial time to the reporting and other requirements of being a public company. In particular, we expect to incur significant expense and devote substantial management effort to complying with the requirements of Section 404 of the Sarbanes-Oxley Act. We will need to hire additional accounting and financial staff with appropriate public company experience and technical accounting knowledge.

As a result of disclosure of information in this prospectus and in filings required of a public company, our business and financial condition will become more visible, which may result in threatened or actual litigation, including by stockholders and competitors. If such claims are successful, our business and operating results could be adversely affected, and even if the claims do not result in litigation or are resolved in our favor, these claims, and the time and resources necessary to resolve them, could divert the resources of our management and adversely affect our business and operating results.

In addition, as a result of our disclosure obligations as a public company, we will have reduced flexibility and will be under pressure to focus on short-term results, which may adversely affect our ability to achieve long-term profitability.

Our management will be required to evaluate the effectiveness of our internal control over financial reporting. If we are unable to maintain effective internal control over financial reporting, investors may lose confidence in the accuracy of our financial reports.

As a public company, we will be 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 requires that we evaluate and determine the effectiveness of our internal control over financial reporting. Additionally, our auditor will be required to deliver an attestation report on the effectiveness of our disclosure controls and internal control over financial reporting starting with the second annual report that we file with the SEC after the completion of this offering.

If we have a material weakness in our internal control over financial reporting, we may not detect errors on a timely basis and our financial statements may be materially misstated. In addition, our internal control over financial reporting will not prevent or detect all errors and fraud. Because of the inherent limitations in all control systems, no evaluation can provide absolute assurance that misstatements due to error or fraud will not occur or that all control issues and instances of fraud will be detected.

If there are material weaknesses or failures in our ability to meet any of the requirements related to the maintenance and reporting of our internal control, investors may lose confidence in the accuracy and completeness of our financial reports and that could cause the price of our Class A common stock to decline. In addition, we could become subject to investigations by the SEC or other regulatory authorities, which could require additional management attention and which could adversely affect our business.

If our estimates or judgments relating to our critical accounting policies prove to be incorrect or financial reporting standards or interpretations change, our operating results could be adversely affected.

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates, judgments, and assumptions that affect the amounts reported in our consolidated financial statements and accompanying notes. We base our estimates on historical experience and on various other assumptions that we believe to be reasonable under the circumstances, as provided in "Management's Discussion and Analysis of Financial Condition and Results of Operations." The results of these estimates form the basis for making judgments about the carrying values of assets, liabilities, and equity as of the date of the financial statements, and the amount of revenue and expenses, during the periods presented, that are not readily apparent from other sources. Significant assumptions and estimates used in preparing our consolidated financial statements include those related to the fair value of financial instruments, useful lives of long-lived assets, fair value of common stock, fair value of derivative instruments, fair value of redeemable convertible preferred stock and related redeemable convertible preferred stock warrant and equity awards and other equity issuances, incremental borrowing rate applied to lease accounting, contingent liabilities, allowances for returns and refunds and uncertain tax positions. Our operating results may be adversely affected if our assumptions change or if actual circumstances differ from those in our assumptions, which could cause our operating results to fall below the expectations of industry or financial analysts and investors, resulting in a decline in the trading price of our Class A common stock.

Risks Related to this Offering and Our Class A Common Stock

The price of our Class A common stock could be volatile and you may not be able to resell your shares at or above our initial public offering price. Declines in the price of Class A common stock could subject us to litigation.

There has not been a public market for our Class A common stock prior to this offering and an active trading market may not develop following this offering. Even if such a market does develop, it may not be sustainable. If trading in our Class A common stock is not active, you may not be able to sell your shares quickly, at the market price or at all. The initial public offering price for the shares was determined by negotiations between us and the representative of the underwriters and may not be indicative of prices that will prevail in the trading market following this offering. In addition, the trading prices of the securities of technology companies have historically been highly volatile. Accordingly, the price of our Class A common stock could be subject to wide fluctuations for many reasons, many of which are beyond our control, including those described in this "Risk Factors" section and others such as:

- variations in our operating results and other financial and operational metrics, including the key financial and operating metrics disclosed in this prospectus, as well as how those results and metrics compare to analyst and investor expectations;
- speculation about our operating results in the absence of our own financial projections;
- failure of analysts to initiate or maintain coverage of our company, changes in their estimates of our operating results or changes in recommendations by analysts that follow our Class A common stock;

- announcements of new services or enhancements, strategic alliances or significant agreements or other developments by us or our competitors;
- announcements by us or our competitors of mergers or acquisitions or rumors of such transactions involving us or our competitors;
- changes in our senior management or other key personnel;
- disruptions in our platform due to hardware, software or network problems, security breaches or other issues;
- the strength of the global economy or the economy in the jurisdictions in which we operate, and market conditions in our industry and those affecting our merchants and users;
- trading activity by our principal stockholders, including upon the expiration of contractual lock-up agreements and market standoff agreements, and other market participants, in whom ownership of our Class A common stock may be concentrated following this offering;
- changes in legal or regulatory requirements relating to our business;
- litigation or other claims against us;
- the number of shares of our Class A common stock that are available for public trading; and
- any other factors discussed in this prospectus.

In addition, if the market for technology stocks or the stock market in general experiences a loss of investor confidence, the price of our Class A common stock could decline for reasons unrelated to our business, results of operations or financial condition. The price of our Class A common stock might also decline in reaction to events that affect other companies, even if those events do not directly affect us. Some companies that have experienced volatility in the trading price of their stock have been the subject of securities class action litigation. If we are the subject of such litigation, it could result in substantial costs and could divert our management's attention and resources, which could adversely affect our business.

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

We currently intend to use the net proceeds from this offering for working capital, operating expenses, sales and marketing expenses to fund the growth of our business, and capital expenditures. In addition, we may use a portion of the net proceeds to acquire complementary businesses, products, services, or technologies. However, we have no current understandings, agreements or commitments for any specific material acquisitions at this time. We have not yet determined the manner in which we will allocate the net proceeds we receive from this offering and as a result, our management will have broad discretion in the allocation and use of the net proceeds. See "Use of Proceeds."

The failure by our management to allocate or use these funds effectively could harm our business. Pending their use, we may invest the net proceeds we receive from this offering in a manner that does not produce income or that loses value. Our ultimate use of the net proceeds from this offering may vary substantially from the currently intended use.

Our directors, executive officers and principal stockholders beneficially own a substantial percentage of our stock and will be able to exert significant control over matters subject to stockholder approval.

Our directors, executive officers, greater than 5% stockholders and their respective affiliates will hold in the aggregate approximately % of the voting power of our outstanding capital stock

following this offering, assuming no exercise of the underwriters' option to purchase additional shares of our Class A common stock. In addition, Peter Szulczewski, our founder, CEO, and Chairperson, will be able to exercise voting rights with respect to an aggregate of shares of Class B common stock, which will represent approximately % of the voting power of our outstanding capital stock following this offering. Therefore, these stockholders will continue to have the ability to influence us through their ownership position, even after this offering. If these stockholders act together, they may be able to determine all matters requiring majority stockholder approval. For example, these stockholders will be able to control elections of directors, amendments of our charter documents or approval of any merger, sale of assets or other major corporate transaction. This may prevent or discourage unsolicited acquisition proposals or offers for our capital stock that other stockholders may feel are in their best interests.

The dual class structure of our common stock has the effect of concentrating voting control with certain stockholders, in particular, our Chief Executive Officer, which will limit your ability to influence the outcome of important transactions, including a change in control.

Our Class B common stock has 20 votes per share, and our Class A common stock, which is the stock we are offering in our initial public offering, has one vote per share. Stockholders who hold shares of Class B common stock, including our executive officers, employees, and directors and their affiliates, will together hold approximately % of the voting power of our outstanding capital stock following our initial public offering. This includes shares subject to proxies held by Mr. Szulczewski, which represent approximately % of the voting power of our outstanding capital stock following our initial public offering. Because of the 20-to-one voting ratio between our Class B and Class A common stock, the holders of our Class B common stock collectively will continue to control a majority of the combined voting power of our common stock and therefore be able to control all matters submitted to our stockholders for approval so long as the shares of Class B common stock represent at least 50% of all outstanding shares of our Class A and Class B common stock. This concentrated control will limit or preclude your ability to influence corporate matters for the foreseeable future.

Future transfers by holders of Class B common stock will generally result in those shares converting to Class A common stock, subject to limited exceptions. The conversion of Class B common stock to Class A common stock will have the effect, over time, of increasing the relative voting power of those holders of Class B common stock who retain their shares in the long term. If, for example, Mr. Szulczewski retains a significant portion of his holdings of Class B common stock for an extended period of time, he could, in the future, continue to control a majority of the combined voting power of our Class A common stock and Class B common stock. For a description of the dual class structure, see "Description of Capital Stock—Anti-Takeover Provisions."

Because we qualify as a "controlled company" under the corporate governance rules for Nasdaq -listed companies, we are not required to have a majority of our board of directors be independent, nor are we required to have a compensation committee or an independent nominating function. Our board of directors has not made a determination about whether or not to take advantage of the "controlled company" exemption. However, if we were to take advantage of such exemptions in the future, our Class A common stock could be less attractive to some investors or otherwise our stock price could be otherwise harmed. Additionally, should the interests of our controlling stockholder differ from those of other stockholders, the other stockholders may not have the same protections afforded to stockholders of companies that are subject to all of the corporate governance rules for Nasdaq-listed companies. Our status as a controlled company could make our Class A common stock less attractive to some investors or otherwise harm our stock price.

In addition, in July 2017, FTSE Russell and Standard & Poor's announced that they would cease to allow most newly public companies utilizing dual or multi-class capital structures to be included in

their indices. Affected indices include the Russell 2000 and the S&P 500, S&P MidCap 400, and S&P SmallCap 600, which together make up the S&P Composite 1500. Under the announced policies, our multi-class capital structure would make us ineligible for inclusion in any of these indices, and as a result, mutual funds, exchange-traded funds, and other investment vehicles that attempt to passively track these indices will not be investing in our stock. These policies are relatively new and it is as of yet unclear what effect, if any, they will have on the valuations of publicly traded companies excluded from the indices, but it is possible that they may depress these valuations compared to those of other similar companies that are included.

Sales of a substantial number of shares of our Class A common stock in the public market by our existing stockholders following this offering could cause the price of our Class A common stock to decline.

The price of our Class A common stock could decline if there are substantial sales of our Class A common stock, particularly sales by our directors, executive officers, employees, and significant stockholders, or when there is a large number of shares of our Class A common stock available for sale. After our initial public offering, we will have outstanding shares of our Class A common stock and 10,885,916 shares of our Class B common stock, based on the number of shares outstanding as of September 30, 2020. This includes shares that we are selling in this offering, which shares may be resold in the public market immediately following date of this prospectus. Shares of our Class B common stock are convertible into an equivalent number of shares of our Class A common stock and generally convert into shares of our Class A common stock upon transfer. In addition, we expect to issue 3,065,072 shares of our Class B common stock upon the settlement of RSUs on a date in 2021 prior to March 14, 2021, based on shares of our Class B common stock subject to RSUs for which the service condition is expected to be satisfied as of December 31, 2020, and for which we expect the liquidity condition to be satisfied in connection with this offering. All other shares of our common stock will be available for sale in the public market on the earlier of (i) the opening of trading on the second trading day immediately following our release of earnings for the second quarter following the completion of this offering and (ii) 181 days after the date of this prospectus. Furthermore, (i) all shares of our Class B common stock that are subject to RSUs of which the service condition is satisfied as of December 31, 2020, which represents 2,108,129 shares of our Class B common stock, and (ii) if the last reported closing price of our Class A common stock on Nasdaq is at least 33% greater than the public offering price per share set forth on the cover page of this prospectus for 10 out of 15 consecutive trading days during the period prior to the date of our first earnings release following the completion of this offering, then 25% of the shares of common stock or common stock underlying outstanding derivative instruments (including shares of Class B common stock issuable upon exercise of an outstanding warrant and common stock subject to outstanding options), which represents 13,026,047 shares of our common stock, may be sold beginning at the opening of trading on the second trading day after we announce earnings for the first quarter that ends following the completion of this offering (provided that these early termination provisions in this paragraph (a) do not apply to securities held by Mr. Szulczewski, our founder, CEO, and Chairperson), subject in some cases to the volume and other restrictions of Rule 144 as described below. We also expect holders of such shares of Class B common stock issued upon settlement of RSUs, including Mr. Szulczewski, to sell a portion of such shares in the public market to cover tax obligations that become due upon vesting and settlement of such RSUs.

As of September 30, 2020, all of our outstanding options to purchase 7,494,365 shares of Class B common stock were fully vested and the Class B common stock underlying such options will be eligible for sale as set forth above.

After our initial public offering, certain holders of our Class A common stock and Class B common stock will have rights, subject to some conditions, to require us to file registration statements covering

their shares or to include their shares in registration statements that we may file for ourselves or our stockholders. All of these shares are subject to market standoff or lock-up agreements restricting their sale for specified periods of time after the date of this prospectus. We also intend to register shares of common stock that we have issued and may issue under our employee equity incentive plans. Once we register these shares, they will be able to be sold freely in the public market upon issuance, subject to existing market standoff or lock-up agreements.

Goldman Sachs & Co., LLC may permit our executive officers, our directors, and all of our stockholders to sell shares prior to the expiration of the restrictive provisions contained in the "lock-up" agreements with the underwriters. See the section titled "Shares Eligible for Future Sale" for a more complete description of the lock-up agreements and market standoff agreements that we and our directors, executive officers, and all of our stockholders have entered into with the underwriters. In addition, we may, in our sole discretion, permit our employees and current stockholders who are subject to market standoff agreements or arrangements with us and who are not subject to a lock-up agreement with the underwriters to sell shares prior to the expiration of the restrictive provisions contained in those market standoff agreements or arrangements.

The market price of the shares of our Class A common stock could decline as a result of the sale of a substantial number of our shares of common stock in the public market or the perception in the market that the holders of a large number of shares intend to sell their shares.

If you purchase our Class A common stock in this offering, you will incur immediate and substantial dilution.

The initial public offering price is substantially higher than the pro forma net tangible book value per share of our Class A common stock of $ per share as of September 30, 2020. Investors purchasing Class A common stock in this offering will pay a price per share that substantially exceeds the net tangible book value per share. As a result, investors purchasing Class A common stock in this offering will incur immediate dilution of $ per share, based on the initial public offering price of $ per share.

This dilution is due to the substantially lower price paid by our investors who purchased shares prior to this offering as compared to the price offered to the public in this offering. In addition, as of September 30, 2020, there were outstanding options to purchase 7,494,365 shares of our common stock with a weighted-average exercise price of approximately $2.34 per share and a warrant to purchase 55,000 shares of our common stock with an exercise price of approximately $1.49 per share. The exercise of any of these options or such warrant would result in additional dilution. As a result of the dilution to investors purchasing shares in this offering, investors may receive less than the purchase price paid in this offering in the event of our liquidation. See the section titled "Dilution."

Future sales and issuances of our Class A common stock or rights to purchase Class A common stock could result in additional dilution to our stockholders and could cause the price of our Class A common stock to decline.

We may issue additional Class A common stock, convertible securities or other equity following the completion of this offering. We also expect to issue Class A common stock to our employees, directors and other service providers pursuant to our equity incentive plans and Class B common stock with respect to awards currently outstanding under our 2010 Stock Plan. Such issuances could be dilutive to investors and could cause the price of our Class A common stock to decline. New investors in such issuances could also receive rights senior to those of holders of our Class A common stock.

If analysts do not publish research about our business or if they publish inaccurate or unfavorable research, our stock price and trading volume could decline.

The trading market for our Class A common stock will depend in part on the research and reports that analysts publish about our business. We do not have any control over these analysts. If one or more of the analysts who cover us downgrade our Class A common stock or publish inaccurate or unfavorable research about our business, the price of our Class A common stock would likely decline. If few analysts cover us, demand for our Class A common stock could decrease and our Class A common stock price and trading volume may decline. Similar results may occur if one or more of these analysts stop covering us in the future or fail to publish reports on us regularly.

Anti-takeover provisions in our charter documents and under Delaware law could make an acquisition of our company more difficult, could limit attempts to make changes in our management and could depress the price of our Class A common stock.

Provisions in our certificate of incorporation and bylaws may have the effect of delaying or preventing a change in control of our company or limiting changes in our management. Among other things, they will provide:

- for a dual class common stock structure, which provides Mr. Szulczewski with the ability to control the outcome of matters requiring stockholder approval, even if he owns significantly less than a majority of the shares of our outstanding Class A and Class B common stock;
- at any time after our first annual meeting of stockholders when the outstanding shares of our Class B common stock represent less than 40% of the combined voting power of our common stock, our board of directors will be classified into three classes of directors with staggered three-year terms;
- at any time after our first annual meeting of stockholders when the outstanding shares of our Class B common stock represent less than 40% of the combined voting power of our common stock, directors will be able to be removed only for cause and only by the affirmative vote of the holders of at least two-thirds of the voting power of our common stock. Vacancies on our board of directors will be able to be filled only by our board of directors and not by stockholders;
- certain amendments to our restated certificate of incorporation or bylaws will require the approval of two-thirds of the combined vote of our then-outstanding shares of Class A and Class B common stock;
- authorization of the issuance of “blank check” preferred stock that our board of directors could use to implement a stockholder rights plan;
- at any time after our first annual meeting of stockholders when the outstanding shares of our Class B common stock represent less than 40% of the combined voting power of our common stock, our stockholders will only be able to take action at a meeting of stockholders and not by written consent;
- stockholders may not call special meetings of the stockholders and our restated certificate of incorporation provides that so long as our outstanding shares of Class B common stock represent 25% or more of our total voting power, any transaction that would result in a change in control of us will require the approval of a majority of our outstanding Class B common stock voting as a separate class;
- our board of directors is expressly authorized to amend or repeal any provision of our bylaws;
- that the forum for certain litigation against us must be Delaware or the U.S. federal district courts; and

- 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.

These provisions may delay or prevent attempts by our stockholders to replace members of our management by making it more difficult for stockholders to replace members of our board of directors, which is responsible for appointing the members of our management. In addition, Section 203 of the Delaware General Corporation Law (the "DGCL") may delay or prevent a change in control of our company. Section 203 imposes certain restrictions on mergers, business combinations and other transactions between us and holders of 15% or more of our common stock. Anti-takeover provisions could depress the price of our common stock by acting to delay or prevent a change in control of our company.

For information regarding these and other provisions, see "Description of Capital Stock."

Our certificate of incorporation will provide that the Court of Chancery of the State of Delaware and the federal district courts of the United States of America will be the exclusive forums for substantially all disputes between us and our stockholders, which could limit our stockholders' ability to obtain a favorable judicial forum for disputes with us or our directors, officers or employees.

Our certificate of incorporation will provide that the Court of Chancery of the State of Delaware and the federal district courts of the United States of America will be the exclusive forum for substantially all disputes between us and our stockholders, which could limit our stockholders' ability to obtain a favorable judicial forum for disputes with us or our directors, officers or employees. Our certificate of incorporation will provide that the Court of Chancery of the State of Delaware is the exclusive forum for: (i) any derivative action or proceeding brought on behalf of us; (ii) any action asserting a claim of breach of a fiduciary duty; (iii) any action arising pursuant to any provision of the DGCL, our certificate of incorporation or bylaws (as either may be amended from time to time); (iv) any action to interpret, apply, enforce or determine the validity of our certificate of incorporation or our bylaws; or (v) any action asserting a claim against us that is governed by the internal affairs doctrine.

This provision would not apply to suits brought to enforce a duty or liability created by the Exchange Act. Furthermore, Section 22 of the Securities Act creates concurrent jurisdiction for federal and state courts over all such Securities Act actions. Accordingly, both state and federal courts have jurisdiction to entertain such claims. To prevent having to litigate claims in multiple jurisdictions and the threat of inconsistent or contrary rulings by different courts, among other considerations, our certificate of incorporation will further provide that the U.S. federal district courts will be the exclusive forum for resolving any complaint asserting a cause of action arising under the Securities Act. While the Delaware courts have determined that such choice of forum provisions are facially valid, a stockholder may nevertheless seek to bring a claim in a venue other than those designated in the exclusive forum provisions. In such instance, we would expect to vigorously assert the validity and enforceability of the exclusive forum provisions of our certificate of incorporation. This may require significant additional costs associated with resolving such action in other jurisdictions and there can be no assurance that the provisions will be enforced by a court in those other jurisdictions.

These exclusive-forum provisions may limit a stockholder's ability to bring a claim in a judicial forum that it finds favorable for disputes with us or our directors, officers, or other employees. If a court were to find either exclusive forum provision of our certificate of incorporation to be inapplicable to or unenforceable in an action, we may incur further significant additional costs associated with resolving the dispute in other jurisdictions, all of which could seriously harm our business.

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

We have never declared or paid any cash dividends on our capital stock. We currently anticipate that we will retain future earnings for the operation and expansion of our business. Accordingly, we do not anticipate declaring or paying any cash dividends for the foreseeable future. In addition, our ability to pay cash dividends on our capital stock is likely to be restricted by any future debt financing arrangement we may enter into. Any return to stockholders will therefore be limited to increases in the price of our Class A common stock, if any.

We may be subject to securities litigation, which is expensive and could divert management attention.

The market price of our Class A common stock may be volatile and, in the past, companies that have experienced volatility in the market price of their stock have been subject to securities class action litigation. We may be the target of this type of litigation in the future. Securities litigation against us could result in substantial costs and divert our management's attention from other business concerns, which could seriously harm our business.

A LETTER FROM PETER SZULCZEWSKI, FOUNDER, CEO, AND CHAIRPERSON

To our stockholders and partners:

I wanted to share a bit about my personal background so you could better understand why I founded Wish and what drives me and the entire Wish team each and every day. I grew up in Soviet-controlled communist Poland in the 1980s where I learned first-hand what it is like to not have access to basic goods and services. I'd wait with excitement for my uncle to bring gifts – like Legos, my favorite – from his travels. I also dreamed about rare trips abroad where I could visit a shopping mall just to look around. These were my escapes from the reality of not having the access or means to purchase common everyday items. After leaving Poland, I went to the University of Waterloo to study mathematics and computer science, and then worked for ten years as an engineer at Google building advertising technology. At Google, I saw the impact that technology can have on the world and started to think about the type of technology platform it would take to address the problems of retail access and affordability that I felt so acutely during my childhood.

I founded Wish to help the underserved who have been neglected by existing ecommerce offerings. This massive population of value-conscious consumers works hard to make a living, but still cannot afford more expensive or branded goods. My goal is to bring affordable goods and services to this underserved population. I also wanted to help merchants and manufacturers – many of which are small family businesses – find new customers around the world.

I am very proud of the success we have had to date. As of September 30, 2020, we had over 100 million MAUs and over 500,000 merchants. We facilitated the shipment of over 640 million items during the twelve months ended September 30, 2020 to buyers across more than 100 countries. We were the #1 downloaded shopping app in each of the last three years and 90% of our usage is on mobile. We generated $2.3 billion of LTM revenue as of September 30, 2020, and grew over 30% in the first nine months of 2020. Through our Wish Local offering, we are now also helping almost 50,000 local independent stores grow their businesses amidst the heightened competition in today's digital ecommerce world.

Our global marketplace is underpinned by data and technology across every aspect of our business. Half of our employees are engineers and data scientists. We built a platform – with the right algorithms, data science and machine-learning capabilities – that just gets better with time and usage.

We are going to continue leveraging our scale, data science, and technology capabilities, and the power of discovery-oriented shopping experiences to:

1. Create the best mobile shopping mall that drives value and accessibility for as many consumers around the world as possible.
2. Enable brick and mortar stores, brands, merchants, and manufacturers to thrive in the highly competitive retail landscape by providing indispensable services to help grow and run their businesses and by delivering our massive base of value-oriented consumers.

Five key principles drive our strategic priorities at Wish:

- **Value.** We are focused on serving people in most need who cannot afford existing ecommerce offerings.
- **Globalization.** We are looking to serve and connect users and businesses around the world.
- **Discovery.** Discovery and entertainment are at the core of our product experience.
- **Personalization.** We use data science to deliver a deeply personalized shopping experience.

- **Enablement.** We enable merchants and manufacturers to run and grow their businesses by providing a suite of indispensable services.

In addition to these key principles, as a company we are relentlessly focused on continuous improvement and measurable impact. We have a deeply ingrained culture of experimentation and testing that we combine with rigorous standards of measurement. Based on data, we will both double down and pull back on various initiatives as we continually pursue better performance and results. We have made great progress to date, but we are still in the very early days of our journey and are excited for what lies ahead. I hope you join us.

Best,
Peter

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This prospectus contains forward-looking statements that are based on our beliefs and assumptions and on information currently available to us. The forward-looking statements are contained principally in “Prospectus Summary,” “Risk Factors,” “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and “Business.” Forward-looking statements include all statements that are not historical facts such as information concerning our possible or assumed future results of operations and expenses, business strategies and plans, competitive position, business environment and potential growth strategies and opportunities. In some cases, forward-looking statements can be identified by terms such as “anticipates,” “believes,” “could,” “estimates,” “expects,” “intends,” “may,” “plans,” “potential,” “predicts,” “projects,” “seeks,” “should,” “will,” “would” or similar expressions and the negatives of those terms.

Forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause our actual results, performance or achievements to be materially different from any future results, performance or achievements expressed or implied by the forward-looking statements. Those risks include those described in “Risk Factors” and elsewhere in this prospectus. The inclusion of forward-looking information should not be regarded as a representation by us, the underwriters or any other person that the future plans, estimates, or expectations contemplated by us will be achieved. Given these uncertainties, you should not place undue reliance on any forward-looking statements in this prospectus. Also, forward-looking statements represent our beliefs and assumptions only as of the date of this prospectus. You should read this prospectus and the documents that we have filed as exhibits to the registration statement, of which this prospectus is a part, and any related free writing prospectus, completely and with the understanding that our actual future results may be materially different from what we expect.

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

Any forward-looking statement made by us in this prospectus speaks only as of the date on which it is made. Except as required by law, we disclaim any obligation to update these forward-looking statements publicly, or to update the reasons actual results could differ materially from those anticipated in these forward-looking statements, even if new information becomes available in the future. All forward-looking statements are expressly qualified in their entirety by the foregoing cautionary statements.

INDUSTRY DATA AND USER METRICS

This prospectus contains estimates and information concerning our industry, including market position, market size, and growth rates of the markets in which we participate, that are based on industry publications and reports. This information involves a number of assumptions and limitations, and you are cautioned not to give undue weight to these estimates. We have not independently verified the accuracy or completeness of the data contained in these industry publications and reports. The industry in which we operate is subject to a high degree of uncertainty and risk due to variety of factors, including those described in the "Risk Factors" section. These and other factors could cause results to differ materially from those expressed in these publications and reports.

In addition, industry publications, studies and surveys generally state that they have been obtained from sources believed to be reliable, although they do not guarantee the accuracy or completeness of such information. While we believe that each of these studies and publications is reliable, we have not independently verified market and industry data from third parties. Further, in August 2020 we commissioned a third-party vendor to conduct a study (the "Study") involving 2,850 participants across 10 countries. All participants received the same 50 questions. Responses were analyzed to identify demographic and consumer preference data, which is referenced in this document. While we believe our internal company research and commissioned studies are reliable and the market definitions are appropriate, neither such research nor these definitions have been verified by any independent source. The third-party industry publications, studies and surveys contained in this prospectus are identified by footnotes and are provided below:

- eMarketer, Global eCommerce 2020, June 2020.
- eMarketer, US Mobile Time Spent 2020, June 2020.
- eMarketer, US Private Label vs. Branded Retail Sales Share of CPG Products, by Channel, March 2019, March 2018, and August 2019.
- Euromonitor International Limited, Economies and Consumers, updated August 2020.
- Euromonitor International Limited, Retailing 2020 edition, published July 2020.
- Sensor Tower, analysis of store intelligence platform data, November 2019.
- IDC, Understanding the Needs of the Global Small and Medium-Sized Business Market, US46393020, May 2020.
- The World Factbook 2020. Washington, DC: Central Intelligence Agency, 2020.
- United Nations Conference on Trade and Development, June 2020.
- Small Business Administration (SBA) Office of Advocacy, Frequently Asked Questions, 2018.
- CNBC, Small Business Survey, 2017, updated May 2019.
- First Insight, The State of Consumer Spending, published March 2019.
- United Nations Conference on Trade and Development, The International Day of Micro, Small and Medium Enterprises (MSMEs), June 2020.
- U.S. Census Bureau, analysis of population data from, 2019.

The numbers of monthly active users, LTM active buyers, items, and merchants presented in this prospectus are based on internal company data, and we use these numbers in managing our business. We believe that these numbers are reasonable estimates, and we take measures to improve their accuracy, such as eliminating known fictitious or "bot" accounts. There are inherent challenges in measuring usage across large mobile populations around the world. For example, our data regarding

the geographic location of our users and merchants is based on a number of factors, which may not always accurately reflect user location. We define a merchant as of a particular date as a unique merchant account on our platform, and a seller or selling entity may have several unique merchant accounts. In addition, our MAUs and LTM active buyers are based on unique email addresses, so it is possible for a single individual with multiple email addresses to open multiple accounts. We regularly review and may adjust our processes for calculating these metrics to improve their accuracy, and therefore it is possible that in future periods our reported metrics could change as a result of these adjustments. In addition, our MAU estimates will differ from estimates published by third parties due to differences in methodology. See “Risk Factors—Risks Related to our Business and Industry—We track certain performance metrics with internal tools and do not independently verify such metrics. Certain of our performance metrics are subject to inherent challenges in measurement, and real or perceived inaccuracies in such metrics may harm our reputation and negatively affect our business.”

USE OF PROCEEDS

We estimate that our net proceeds from this offering will be approximately $ million, or approximately $ million if the underwriters exercise in full their option to purchase additional shares, assuming an initial public offering price of $ per share, the midpoint of the price range set forth on the cover page of this prospectus, and after deducting underwriting discounts and commissions and estimated offering expenses payable by us.

Each $1.00 increase or decrease in the assumed initial public offering price of $ per share, the midpoint of the price range set forth on the cover page of this prospectus, would increase or decrease, as applicable, net proceeds to us by $ million, assuming that the number of shares offered by us on the cover page of this prospectus remains the same, and after deducting underwriting discounts and commissions and estimated offering expenses payable by us. We may also increase or decrease the number of shares we are offering. Each 1.0 million increase or decrease, as applicable, in the number of shares of our Class A common stock offered by us would increase or decrease, as applicable, net proceeds to us by approximately $ million, assuming an initial public offering price of $ per share, the midpoint of the price range set forth on the cover page of this prospectus, and after deducting underwriting discounts and commissions payable by us.

The principal purposes of this offering are to increase our capitalization and financial flexibility and create a public market for our Class A common stock, obtain additional working capital, and facilitate our future access to the public equity markets to allow us to implement our business plan. We currently intend to use the net proceeds received by us from this offering for working capital, operating expenses, sales and marketing expenses to fund the growth of our business, and capital expenditures. In addition, we may use a portion of the net proceeds to acquire complementary businesses, products, services, or technologies. However, we have no current understandings, agreements or commitments for any specific material acquisitions at this time. We cannot specify with certainty the particular uses of the net proceeds that we received from this offering. Accordingly, we will have broad discretion in using these proceeds.

Pending our use of the net proceeds received by us from this offering, we intend to invest the net proceeds in short and intermediate term, interest-bearing obligations, investment grade instruments, certificates of deposit, or direct or guaranteed obligations of the U.S. government.

DIVIDEND POLICY

We have never declared or paid cash dividends on our capital stock. We currently intend to retain all available funds and any future earnings for use in the operation of our business and do not anticipate paying any cash dividends in the foreseeable future. Any future decision to declare cash dividends will be made at the discretion of our board of directors, subject to applicable laws.

CAPITALIZATION

The following table sets forth our cash, cash equivalents and marketable securities, and capitalization as of September 30, 2020 on:

- an actual basis;
- a pro forma basis to give effect to: (i) the automatic conversion of all outstanding shares of our redeemable convertible preferred stock into shares of Class A common stock, (ii) the exercise of an outstanding warrant to purchase 986,640 shares of our Series B redeemable convertible preferred stock and the conversion of that Series B redeemable convertible preferred stock into 986,640 shares of our Class A common stock on a net-exercise basis at an exercise price of $0.0001 per share, (iii) the reclassification of all outstanding shares of our common stock into an equivalent number of shares of our Class B common stock; (iv) stock-based compensation expense of approximately $ million associated with RSUs subject to service-based and liquidity-based vesting conditions, which we will recognize upon the completion of this offering, as further described in Note 2 to our consolidated financial statements included elsewhere in this prospectus, which is reflected as an increase to additional paid-in capital and accumulated deficit; and (v) the filing and effectiveness of our amended and restated certificate of incorporation in Delaware; and
- a pro forma as adjusted basis to give effect to: (i) the pro forma adjustments set forth above; and (ii) our sale and issuance in this offering of shares of Class A common stock at the assumed initial public offering price of $ per share, the midpoint of the price range set forth on the cover page of this prospectus, after deducting the underwriting discounts and commissions and estimated offering expenses payable by us.

The pro forma and pro forma as adjusted information below is illustrative only, and cash, cash equivalents and marketable securities, total stockholders' equity and total capitalization after this offering will be adjusted based on the actual initial public offering price and other terms of this offering determined at pricing. You should read this table in conjunction with the sections titled "Management's Discussion and Analysis of Financial Condition and Results of Operations" and "Description of Capital Stock" and our consolidated financial statements and related notes included elsewhere in this prospectus.

	As of September 30, 2020		
	Actual	Pro Forma	Pro Forma As Adjusted[1]
	(in millions, except share and per share data)		
Cash, cash equivalents and marketable securities	$ 1,101	$	$
Redeemable convertible preferred stock warrant liability	$ 182	$ –	$
Redeemable convertible preferred stock, $0.0001 par value; 44,346,293 shares authorized, 42,169,192 shares issued and outstanding, actual; no shares authorized, issued and outstanding, pro forma and pro forma as adjusted	$ 1,536	$	$
Stockholders' equity (deficit):			
Preferred stock, $0.0001 par value; no shares authorized, no shares issued and outstanding, actual; shares authorized, no shares issued and outstanding, pro forma and pro forma as adjusted	–	–	–
Common stock, $0.0001 par value; 73,000,000 shares authorized, 10,885,916 shares issued and outstanding, actual; no shares authorized, no shares issued and outstanding, pro forma and pro forma as adjusted	–	–	–
Class A common stock, $0.0001 par value; no shares authorized, no shares issued and outstanding, actual; shares authorized, shares issued and outstanding, pro forma and pro forma as adjusted			
Class B common stock, $0.0001 par value; no shares authorized, no shares issued and outstanding, actual; shares authorized, shares issued and outstanding, pro forma and pro forma as adjusted			
Additional paid-in capital	10		
Accumulated deficit	(1,615)		
Total stockholders' equity (deficit)	(1,605)		
Total capitalization	$ 113	$	$

(1) A $1.00 increase or decrease in the assumed initial public offering price of $ per share, the midpoint of the price range set forth on the cover page of this prospectus, would increase or decrease, as applicable, each of cash, cash equivalents and marketable securities, additional paid-in capital, total stockholders' equity, and total capitalization by $ million, assuming that the number of shares offered by us, as set forth on the cover page of this prospectus, remains the same, and after deducting underwriting discounts and commissions and estimated offering expenses payable by us. We may also increase or decrease the number of shares we are offering. Each increase or decrease of 1.0 million shares in the number of shares offered by us would increase or decrease, as applicable, each of cash, cash equivalents and marketable securities, additional paid-in capital, total stockholders' equity, and total capitalization by $ million, assuming that the assumed initial public offering price of $ per share, the midpoint of the price range set forth on the cover page of this prospectus, remains the same, and after deducting underwriting discounts and commissions payable by us. The pro forma and pro forma as adjusted information discussed above is illustrative only and will change based on the actual initial public offering price and other terms of this offering determined at pricing.

The number of shares of our Class A common stock and Class B common stock issued and outstanding, pro forma and pro forma adjusted, in the table above is based on 43,155,832 shares of our Class A common stock (including our redeemable convertible preferred stock on an as-converted basis) and 10,885,916 shares of our Class B common stock outstanding as of September 30, 2020, which reflects the Warrant Net Issuance and excludes:

- 7,494,365 shares of our Class B common stock issuable upon the exercise of options outstanding as of September 30, 2020 under our 2010 Stock Plan, with a weighted-average exercise price of approximately $2.34 per share;
- 2,855,590 shares of our Class B common stock issuable under RSUs for which the service condition was satisfied as of September 30, 2020, and for which we expect the liquidity condition to be satisfied in connection with this offering;
- 2,167,926 shares of our Class B common stock issuable under RSUs that were outstanding as of September 30, 2020 for which the service condition was not satisfied as of September 30, 2020;
- shares of our Class B common stock subject to RSUs that were granted after September 30, 2020 to Mr. Szulczewski pursuant to the CEO Performance Award, and vest upon the satisfaction of a service condition and achievement of certain stock price goals;
- shares of our Class B common stock issuable under RSUs that were granted after September 30, 2020 (not including the CEO Performance Award);
- 55,000 shares of our Class B common stock issuable upon exercise of a warrant at an exercise price of $1.49 per share; and
- 4,545,353 shares of our common stock reserved for issuance under our equity compensation plans, consisting of:
    - 3,600,000 shares of our Class A common stock that will be reserved for issuance under our 2020 Equity Incentive Plan,
    - 195,353 shares of our Class B common stock reserved for issuance under our 2010 Stock Plan as of September 30, 2020, which will become available for issuance under our 2020 Equity Incentive Plan on the date of this prospectus, and
    - 750,000 shares of our Class A common stock that will be reserved for issuance under our 2020 Employee Stock Purchase Plan.

DILUTION

If you invest in our Class A common stock, your ownership interest will be diluted to the extent of the difference between the offering price per share of our Class A common stock and the pro forma as adjusted net tangible book value per share of our Class A common stock immediately after this offering. Dilution results from the fact that the per share offering price of our Class A common stock is substantially higher than the book value per share attributable to our existing stockholders. Pro forma net tangible book value per share represents the amount of stockholders' equity (deficit) excluding intangible assets, divided by the number of shares of common stock outstanding at that date, after giving effect to the automatic conversion of our redeemable convertible preferred stock, including the redeemable convertible preferred stock issuable upon the automatic net exercise of an outstanding warrant, immediately prior to the completion of this offering.

Our historical net tangible book value (deficit) as of September 30, 2020 was $(1.6) billion, or $(147.53) per share of common stock. Our historical net tangible book value (deficit) is the amount of our total tangible assets less our total liabilities and redeemable convertible preferred stock, which is not included within our stockholders' equity (deficit). Historical net tangible book value (deficit) per share represents historical net tangible book value (deficit) divided by the number of shares of our common stock outstanding as of September 30, 2020.

Our pro forma net tangible book value as of September 30, 2020 was $ million, or $ per share of common stock. Our pro forma net tangible book value per share represents the amount of our total tangible assets reduced by the amount of our total liabilities and divided by the total number of shares of our common stock outstanding as of September 30, 2020, after giving effect to (i) the automatic conversion of all outstanding shares of our redeemable convertible preferred stock into shares of Class A common stock, (ii) the exercise of an outstanding warrant to purchase shares of our Series B redeemable convertible preferred stock into shares of our Class A common stock on a net-exercise basis (assuming an initial public offering price of $ per share, the midpoint of the price range set forth on the cover page of this prospectus), (iii) the reclassification of all outstanding shares of our common stock into an equivalent number of shares of our Class B common stock; and (iv) the filing and effectiveness of our amended and restated certificate of incorporation in Delaware.

After giving effect to our sale in this offering of shares of Class A common stock at an assumed initial public offering price of $ per share, the midpoint of the price range set forth on the cover page of this prospectus, after deducting underwriting discounts and commissions and estimated offering expenses payable by us, our pro forma as adjusted net tangible book value as of September 30, 2020 would have been approximately $ million, or $ per share of common stock. This represents an immediate pro forma as adjusted dilution of $ per share to investors purchasing shares in this offering.

The following table illustrates this per share dilution.

Assumed initial offering price per share		$
Historical net tangible book value (deficit) per share as of September 30, 2020	$(147.53)	
Increase per share attributable to the pro forma adjustments described above		
Pro forma net tangible book value per share as of September 30, 2020		
Increase in pro forma net tangible book value per share attributable to investors purchasing shares in this offering		
Pro forma as adjusted net tangible book value per share after giving effect to this offering		
Dilution in pro forma as adjusted net tangible book value per share to investors in this offering		$

A $1.00 increase or decrease in the assumed initial public offering price of $ per share, the midpoint of the price range set forth on the cover page of this prospectus, would increase or decrease, as applicable, our pro forma as adjusted net tangible book value per share after this offering by $, assuming that the number of shares offered by us, as set forth on the cover page of this prospectus remains the same, and after deducting underwriting discounts and commissions, and estimated offering expenses payable by us. We may also increase or decrease the number of shares we are offering. Each increase of 1.0 million in the number of shares offered by us would increase our pro forma as adjusted net tangible book value by $ million, or $ per share, and the dilution per share to investors participating in this offering would be $ per share, assuming that the assumed initial public offering price remains the same, and after deducting underwriting discounts and commissions payable by us. Similarly, each decrease of 1.0 million shares in the number of shares offered by us would decrease our pro forma as adjusted net tangible book value by $ million, or $ per share, and the dilution per share to investors participating in this offering would be $ per share, assuming that the assumed initial public offering price remains the same, and after deducting underwriting discounts and commissions payable by us. The pro forma as adjusted information discussed above is illustrative only and will change based on the actual initial public offering price and other terms of this offering determined at pricing.

If the underwriters exercise their option to purchase additional shares in full, the pro forma as adjusted net tangible book value per share after giving effect to this offering would be approximately $ representing an immediate increase in pro forma as adjusted net tangible book value per share of $ to existing stockholders and immediate dilution in pro forma as adjusted net tangible book value per share of $ to new investors purchasing common stock in this offering, assuming an initial public offering price of $ per share, the midpoint of the price range set forth on the cover page of this prospectus, and after deducting estimated underwriting discounts.

The following table summarizes, on a pro forma as adjusted basis described above as of September 30, 2020, the total cash consideration paid and the average price per share paid by our existing stockholders and by our new investors purchasing shares in this offering at the assumed offering price of our Class A common stock of $ per share, the midpoint of the price range set forth on the cover page of this prospectus, before deducting underwriting discounts and commissions, and estimated offering expenses payable by us:

	Shares Purchased		Total Consideration		Average Price Per Share
	Number	Percent	Amount	Percent	
Existing stockholders		%	$	%	$
New investors					$
Total		100%	$	100%	

A $1.00 increase or decrease in the assumed initial public offering price of $ per share, the midpoint of the price range set forth on the cover page of this prospectus, would increase or decrease, as applicable, total consideration paid by new investors by $ million and, in the case of an increase, would increase the percentage of total consideration paid by new investors by percentage points and, in case of a decrease, would decrease the percentage of total consideration paid by new investors by percentage points, assuming that the number of shares offered by us on the cover page of this prospectus remains the same, and after deducting underwriting discounts and commissions. We may also increase or decrease the number of shares we are offering. An increase or decrease of 1.0 million in the number of shares offered by us would increase or decrease, as applicable, total consideration paid by new investors by $ million, assuming that the assumed initial public offering price remains the same, and after deducting underwriting discounts and commissions payable by us.

The table above assumes no exercise of the underwriters' option to purchase additional shares in this offering. If the underwriters exercise their option to purchase additional shares in full, our existing stockholders would own % and our new investors would own % of the total number of shares outstanding after this offering.

The foregoing tables and calculations (other than the historical net tangible book value calculation) are based on the our Class A common stock and Class B common stock that will be outstanding after this offering is based on 43,155,832 shares of our Class A common stock (including our redeemable convertible preferred stock on an as-converted basis) and 10,885,916 shares of our Class B common stock outstanding as of September 30, 2020, which reflects the Warrant Net Issuance, and excludes:

- 7,494,365 shares of our Class B common stock issuable upon the exercise of options outstanding as of September 30, 2020 under our 2010 Stock Plan, with a weighted-average exercise price of approximately $2.34 per share;
- 2,855,590 shares of our Class B common stock issuable under RSUs for which the service condition was satisfied as of September 30, 2020, and for which we expect the liquidity condition to be satisfied in connection with this offering;
- 2,167,926 shares of our Class B common stock issuable under RSUs that were outstanding as of September 30, 2020 for which the service condition was not satisfied as of September 30, 2020;
- shares of our Class B common stock subject to RSUs that were granted after September 30, 2020 to Mr. Szulczewski pursuant to the CEO Performance Award, and vest upon the satisfaction of a service condition and achievement of certain stock price goals;
- shares of our Class B common stock issuable under RSUs that were granted after September 30, 2020 (not including the CEO Performance Award);
- 55,000 shares of our Class B common stock issuable upon exercise of a warrant at an exercise price of $1.49 per share; and
- 4,545,353 shares of our common stock reserved for issuance under our equity compensation plans, consisting of:
    - 3,600,000 shares of our Class A common stock that will be reserved for issuance under our 2020 Equity Incentive Plan,
    - 195,353 shares of our Class B common stock reserved for issuance under our 2010 Stock Plan as of September 30, 2020, which will become available for issuance under our 2020 Equity Incentive Plan on the date of this prospectus, and
    - 750,000 shares of our Class A common stock that will be reserved for issuance under our 2020 Employee Stock Purchase Plan.

To the extent that any outstanding options or warrants are exercised, outstanding RSUs settle, new options or RSUs are issued under our stock-based compensation plans, or we issue additional shares of common stock in the future, there will be further dilution to investors participating in this offering. If we raise additional capital through the sale of equity or convertible debt securities, the issuance of these securities could result in further dilution to our stockholders.

SELECTED CONSOLIDATED FINANCIAL AND OTHER DATA

The following tables show selected consolidated financial data. The selected consolidated statements of operations and comprehensive loss data for the years ended December 31, 2017, 2018, and 2019, and the selected consolidated balance sheet data as of December 31, 2018 and 2019 are derived from our audited consolidated financial statements and related notes included elsewhere in this prospectus. The selected consolidated statements of operations and comprehensive loss data for the years ended December 31, 2015 and 2016 and the selected consolidated balance sheet data as of December 31, 2015, 2016, and 2017 are derived from our audited consolidated financial statements that are not included in this prospectus. The selected consolidated statements of operations and comprehensive loss data for the nine months ended September 30, 2019 and 2020 and the consolidated balance sheet data as of September 30, 2020 are derived from our unaudited interim consolidated financial statements that are included elsewhere in this prospectus. We have prepared the unaudited interim consolidated financial statements on the same basis as the audited consolidated financial statements. We have included, in our opinion, all adjustments necessary to state fairly our financial position as of September 30, 2020 and the results of operations for the nine months ended September 30, 2019 and 2020. Our historical results are not necessarily indicative of our results of operations to be expected for any future period and the results of operations for the nine months ended September 30, 2020 are not necessarily indicative of the results to be expected for the year ending December 31, 2020 or any other future period. The following tables also show certain operational and non-GAAP financial measures. See the accompanying footnotes and “Selected Consolidated Financial and Other Data—Non-GAAP Financial Measures” below for more information. Our historical results and key metrics are not necessarily indicative of future results.

The following selected consolidated financial data and key metrics should be read together with “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and our consolidated financial statements and related notes included elsewhere in this prospectus.

	Year Ended December 31,					Nine Months Ended September 30,	
	2015[3]	2016[3]	2017[3]	2018[3]	2019[3]	2019[3]	2020[3]
	(in millions, except share and per share data)						
Consolidated Statements of Operations and Comprehensive Loss Data:							
Revenue	$ 144	$ 445	$ 1,101	$ 1,728	$ 1,901	$ 1,325	$ 1,747
Cost of revenue[1]	78	131	205	278	443	255	605
Gross profit	66	314	896	1,450	1,458	1,070	1,142
Operating expenses:[1]							
Sales and marketing	560	428	989	1,576	1,463	995	1,125
Product development	6	10	28	45	74	52	72
General and administrative	22	17	26	52	65	47	65
Total operating expenses	588	455	1,043	1,673	1,602	1,094	1,262
Loss from operations	(522)	(141)	(147)	(223)	(144)	(24)	(120)

	Year Ended December 31,					Nine Months Ended September 30,	
	2015[3]	2016[3]	2017[3]	2018[3]	2019[3]	2019[3]	2020[3]
	(in millions, except share and per share data)						
Other income (expense), net:							
Interest and other income (expense), net	(5)	(5)	10	15	19	16	–
Remeasurement of redeemable convertible preferred stock warrant liability	(10)	(5)	(70)	–	(3)	3	(55)
Loss before provision for income taxes	(537)	(151)	(207)	(208)	(128)	(5)	(175)
Provision for income taxes	–	–	–	–	1	—	1
Net loss and comprehensive loss	(537)	(151)	(207)	(208)	(129)	(5)	(176)
Deemed dividend to redeemable convertible preferred stockholders	–	–	(40)	–	(7)	(7)	–
Net loss attributable to common stockholders	$ (537)	$ (151)	$ (247)	$ (208)	$ (136)	$ (12)	$ (176)
Net loss per share attributable to common stockholders, basic and diluted[2]	$ (56.10)	$ (15.48)	$ (24.60)	$ (20.20)	$ (13.07)	$ (1.15)	$ (16.46)
Weighted-average shares used in computing net loss per share attributable to common stockholders, basic and diluted[2]	9,571,398	9,753,940	10,038,841	10,296,604	10,404,562	10,417,444	10,693,561
Pro forma net loss per share attributable to common stockholders, basic and diluted (unaudited)[2]					$		$
Weighted-average shares used in computing pro forma net loss per share attributable to common stockholders, basic and diluted (unaudited)[2]							

(1) Cost of revenue and operating expenses include stock-based compensation expense of $19 million, $7 million, $8 million, $2 million, $2 million, $2 million, and $9 million for the years ended December 31, 2015, 2016, 2017, 2018, and 2019, and the nine months ended September 30, 2019 and 2020, respectively. Following this offering, our future operating expenses, particularly in the quarter in which this offering is completed, will include substantial stock-based compensation expense with respect to our RSUs as well as any other stock-based awards we may grant in the future.

(2) See Note 11 and Note 12 of the notes to our consolidated financial statements included in this prospectus for a description of how we compute basic and diluted net loss per share attributable to common stockholders and pro forma basic and diluted net loss per share attributable to common stockholders.

(3) On January 1, 2018, we adopted Topic 606, on a modified retrospective basis. Accordingly, our audited consolidated financial statements for 2018 were adjusted to conform to Topic 606 and our consolidated financial statements for 2019, and unaudited consolidated financial statements for the nine months ended September 30, 2019 and 2020 were reported under Topic 606. Our audited consolidated financial statements for 2015, 2016, and 2017 were reported under Topic 605. See Note 2 of the notes to our consolidated financial statements included in this prospectus.

	As of December 31,					As of September 30,
	2015	2016	2017	2018	2019	2020
	(in millions)					
Consolidated Balance Sheet Data:						
Cash, cash equivalents and marketable securities	$ 359	$ 752	$ 1,122	$ 1,014	$ 1,078	$ 1,101
Working capital	57	289	352	134	134	55
Total assets	434	862	1,301	1,193	1,366	1,342
Redeemable convertible preferred stock warrant liability	51	67	124	124	127	182
Redeemable convertible preferred stock	744	1,107	1,376	1,376	1,536	1,536
Total stockholders' deficit	(692)	(830)	(1,076)	(1,287)	(1,439)	(1,605)

	Year Ended December 31,					Nine Months Ended September 30,	
	2015	2016	2017	2018	2019	2019	2020
	(in millions, except percentages)						
Other Operational and Financial Data:							
Monthly Active Users ("MAUs")[1]	21	30	49	73	90	81	108
LTM Active Buyers[1]	18	31	52	64	62	60	68
Adjusted EBITDA[1]	$ (502)	$ (132)	$ (135)	$ (211)	$ (127)	$ (11)	$ (99)
Adjusted EBITDA Margin[1]	(349)%	(30)%	(12)%	(12)%	(7)%	(1)%	(6)%
Free Cash Flow[1]	$ (305)	$ 15	$ 134	$ (114)	$ (71)	$ (50)	$ 23

(1) See the section titled "—Other Financial Information and Data" below for more information.

Other Financial Information and Data

In addition to the measures presented in our consolidated financial statements, we use the following key metrics and other financial information to measure our performance, identify trends affecting our business, and make strategic decisions.

Monthly Active Users

We define MAUs as the number of unique users that visited the Wish platform, either on our mobile app, mobile web, or on a desktop, during the month.[14] MAUs for a given reporting period equal the average of the MAUs for that period. An active user is identified by a unique email-address; a single person can have multiple user accounts via multiple email addresses. The change in MAUs in a reported period captures both the inflow of new users as well as the outflow of existing users who did not visit the platform in a given month. We view the number of MAUs as key driver of revenue growth as well as a key indicator of user engagement and awareness of our brand.

LTM Active Buyers

As of the last date of each reported period, we determine our number of unique active buyers by counting the total number of individual users who have placed at least one order on the Wish platform, either on our mobile app, mobile web, or on desktop, during the preceding 12 months. We, however, exclude from the computation those buyers whose order is cancelled before the item is shipped and the purchase price is refunded. The number of Active Buyers is an indicator of our ability to attract and monetize a large user base to our platform and of our ability to convert visits into purchases. We believe that increasing our Active Buyers will be a significant driver to our future revenue growth.

14 Wish apps include Wish, Wish Local for Partner Stores, Geek, Home Design & Décor Shopping, Mama, and Cute.

Non-GAAP Financial Measures

Adjusted EBITDA and Adjusted EBITDA Margin

In this prospectus, we provide Adjusted EBITDA, a non-GAAP financial measure that represents our net income (loss) before interest and other income (expense), net (which includes foreign exchange gain or loss and gain or loss on one time transactions recognized), income tax expense, and depreciation and amortization, adjusted to eliminate stock-based compensation expense and remeasurement of redeemable convertible preferred stock warrant liability, and to add back certain recurring other items. Additionally, in this prospectus, we provide Adjusted EBITDA Margin, a non-GAAP financial measure that represents Adjusted EBITDA divided by revenue. Below is a reconciliation of Adjusted EBITDA to net loss, the most directly comparable GAAP financial measure.

We have included Adjusted EBITDA and Adjusted EBITDA Margin in this prospectus because they are key measures used by our management and board of directors to understand and evaluate our operating performance and trends and how we are allocating internal resources, to prepare and approve our annual budget and to develop short- and long-term operating plans. We also believe that the exclusion of certain items in calculating Adjusted EBITDA can provide a useful measure for period-to-period comparisons of our business as it removes the impact of non-cash items and certain variable charges.

Adjusted EBITDA has limitations as an analytical measure, and you should not consider it in isolation or as a substitute for analysis of our results as reported under GAAP. Some of these limitations are:

- although depreciation and amortization are non-cash charges, the assets being depreciated and amortized may have to be replaced in the future, and Adjusted EBITDA does not reflect cash capital expenditure requirements for such replacements or for new capital expenditure requirements;
- Adjusted EBITDA does not reflect changes in, or cash requirements for, our working capital needs;
- Adjusted EBITDA does not consider the potentially dilutive impact of stock-based compensation;
- Adjusted EBITDA does not reflect tax payments that may represent a reduction in cash available to us; and
- other companies, including companies in our industry, may calculate Adjusted EBITDA differently, which reduces its usefulness as a comparative measure.

Because of these limitations, you should consider Adjusted EBITDA and Adjusted EBITDA Margin alongside other financial performance measures, including various cash flow metrics, net income (loss) and our other GAAP results.

The following table reflects the reconciliation of net loss to Adjusted EBITDA and net loss as a percentage of revenue to Adjusted EBITDA margin for each of the periods indicated:

	Year Ended December 31,					Nine Months Ended September 30,	
	2015	2016	2017	2018	2019	2019	2020
	(in millions, except percentages)						
Revenue	$ 144	$ 445	$1,101	$1,728	$1,901	$1,325	$1,747
Net loss	(537)	(151)	(207)	(208)	(129)	(5)	(176)
Net loss as a percentage of revenue	(373)%	(34)%	(19)%	(12)%	(7)%	(0)%	(10)%
Excluding:							
Interest and other income (expense), net	5	5	(10)	(15)	(19)	(16)	–
Provision for income taxes	–	–	–	–	1	–	1
Depreciation and amortization	1	2	4	8	10	7	9
Stock-based compensation expense	19	7	8	2	2	2	9
Remeasurement of redeemable convertible preferred stock warrant liability	10	5	70	–	3	(3)	55
Recurring other items	–	–	–	2	5	4	3
Adjusted EBITDA	$ (502)	$ (132)	$ (135)	$ (211)	$ (127)	$ (11)	$ (99)
Adjusted EBITDA Margin	(349)%	(30)%	(12)%	(12)%	(7)%	(1)%	(6)%

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

	Year Ended December 31,					Nine Months Ended September 30,	
	2015	2016	2017	2018	2019	2019	2020
	(in millions)						
Net cash provided by (used in) operating activities	$ (298)	$ 21	$ 146	$ (94)	$ (60)	$ (44)	24
Net cash provided by (used in) investing activities	(113)	(23)	(192)	(16)	(40)	(23)	77
Net cash provided by (used in) financing activities	508	379	212	(5)	132	132	(1)

Free Cash Flow

In this prospectus, we also provide Free Cash Flow, a non-GAAP financial measure that represents net cash provided by (used in) operating activities less purchases of property and equipment. We believe that Free Cash Flow is an important measure since we use third parties to host our services and therefore we do not incur significant capital expenditures to support revenue generating activities.

Free cash flow has limitations as an analytical measure, and you should not consider it in isolation or as a substitute for analysis of our results as reported under GAAP. Some of these limitations are:

- it is not a substitute for net cash provided by (used in) operating activities;

- other companies may calculate free cash flow or similarly titled non-GAAP measures differently or may use other measures to evaluate their performance, all of which could reduce the usefulness of free cash flow as a tool for comparison; and
- the utility of free cash flow is further limited as it does not reflect our future contractual commitments and does not represent the total increase or decrease in our cash balance for any given period.

Because of these limitations, you should consider Free Cash Flow alongside other financial performance measures, such as net cash provided by (used in) operating activities, net income (loss) and our other GAAP results.

The following table reflects the reconciliation of net cash provided by (used in) operating activities to Free Cash Flow for each of the periods indicated:

	Year Ended December 31,					Nine Months Ended September 30,	
	2015	2016	2017	2018	2019	2019	2020
	(in millions)						
Net cash provided by (used in) operating activities	$(298)	$21	$146	$ (94)	$(60)	$ (44)	$ 24
Less:							
Purchases of property and equipment	7	6	12	20	11	6	1
Free Cash Flow	$(305)	$15	$134	$(114)	$(71)	$ (50)	$ 23

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

You should read the following discussion and analysis of our financial condition and results of operations in conjunction with the section titled "Selected Consolidated Financial Data" and our consolidated financial statements and the related notes included elsewhere in this prospectus. This discussion contains forward-looking statements that involve risks and uncertainties about our business and operations. Our actual results and the timing of selected events may differ materially from those anticipated in these forward-looking statements as a result of various factors, including those we describe under the section titled "Risk Factors" and elsewhere in this prospectus.

Overview

We launched Wish with a simple mission—to bring an affordable and entertaining mobile shopping experience to billions of consumers around the world. Since our founding in 2010, we have become one of the largest and fastest growing global ecommerce platforms, connecting more than 100 million monthly active users in over 100 countries to over 500,000 merchants offering approximately 150 million items. Our platform combines technology and data science capabilities, an innovative and discovery-based mobile shopping experience, a comprehensive suite of indispensable merchant services, and a massive scale of users, merchants, and items. This combination has allowed us to become the most downloaded global shopping app for each of the last three years according to a report from Sensor Tower.[15]

We are revolutionizing mobile with a user experience that is mobile-first, discovery-based, deeply-personalized and entertaining. Over 90% of our user activity and purchases occur on our mobile app. Our data science capabilities allow us to mirror how consumers have shopped for decades in brick-and-mortar stores by offering a discovery-based shopping experience on a mobile device. Our highly-personalized product feed enables our users to discover products they want to purchase by simply scrolling through our mobile app and browsing. Over 70% of the sales on our platform do not involve a search query and instead come from personalized browsing. Wish users engage with our app in a similar manner to how they engage with social media; scrolling through image-rich, highly-engaging, and interactive content. To enhance user engagement, we incorporate fresh gamified features, rich user-generated content including photos, videos, and reviews, and a wide range of relevant products to make shopping more entertaining. Our differentiated user experience has driven superior engagement with Wish users spending on average over nine minutes per day on our platform during the twelve months ended September 30, 2020.

We also built Wish to empower merchants around the world. We define a merchant as of a particular date as a unique merchant account on our platform. Today, most of our merchants are based in China. We initially grew our platform focusing on merchants in China, the world's largest exporter of goods for the last decade,[16] due to these merchants' strength in selling quality products at competitive prices. We continue to expand our merchant base around the world. The number of merchants on our platform in North America, Europe, and Latin America has grown approximately 234% since 2019. In particular, the number of merchants on our platform in the U.S. has grown approximately 268% since 2019. Through our diversified and global merchant base, we are able to offer greater depth and breadth of categories and products. We give our merchants immediate access to our global base of over 100 million monthly active users and a comprehensive suite of indispensable services, including demand generation and engagement, user-generated content creation, data intelligence, promotional and logistics capabilities, and business operations support, all in a cost-efficient manner.

15 Sensor Tower, analysis of store intelligence platform data, November 2019.
16 The World Factbook 2020. Washington, DC: Central Intelligence Agency, 2020.

Local brick-and-mortar stores worldwide are struggling to attract consumers and compete in a retail world being transformed by ecommerce and industry consolidation. We launched Wish Local in 2019 to help these merchants increase their online reach and discovery, gain foot traffic, and drive additional sales. Today, we have almost 50,000 Wish Local partners in 50 countries. Over 40% of these merchants have signed up to our Sell on Wish feature to upload their in-store inventory on Wish for local pick-up or delivery. Our Wish Local partners also serve as Wish Pickup locations for online Wish orders, which effectively gives us a local warehousing and fulfillment footprint around the world without owning any real estate.

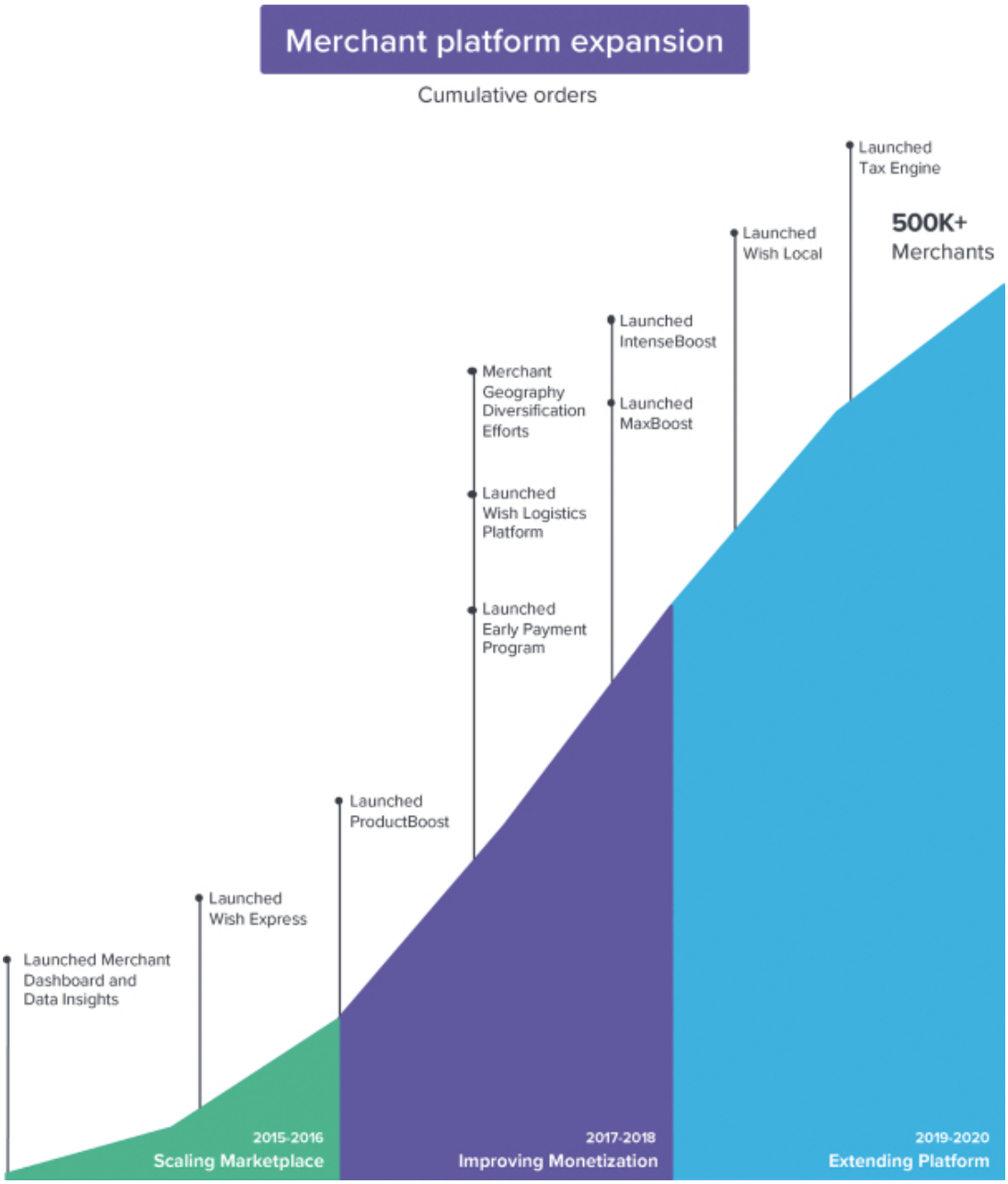
Our data science capabilities provide us with a unique competitive advantage and are core to our business operations. We collect, analyze, and utilize data across over 100 million monthly active users, over 500,000 merchants, and approximately 1.8 million items sold per day to improve the shopping experience for users and the selling experience for merchants. Our proprietary algorithms analyze a rich and growing data set of transactions and historical behaviors of both users and merchants to drive continuous optimization on the platform and inform key business decisions on a daily basis. Our data science enables personalization at the individual user level at a massive scale and drives significant advantages across all aspects of our business operations, including user acquisition, user experience, pricing strategies, user-generated content, merchant insights, and user and merchant support. For example, our user acquisition strategies utilize our data science capabilities to make decisions on what to show to whom, when, and through which acquisition channel, with a focus on maximizing our return on marketing investment and user conversion. We also leverage our data and unique insights to extend our platform outside of our core business and drive additional growth opportunities, including new services to merchants and new categories for users.

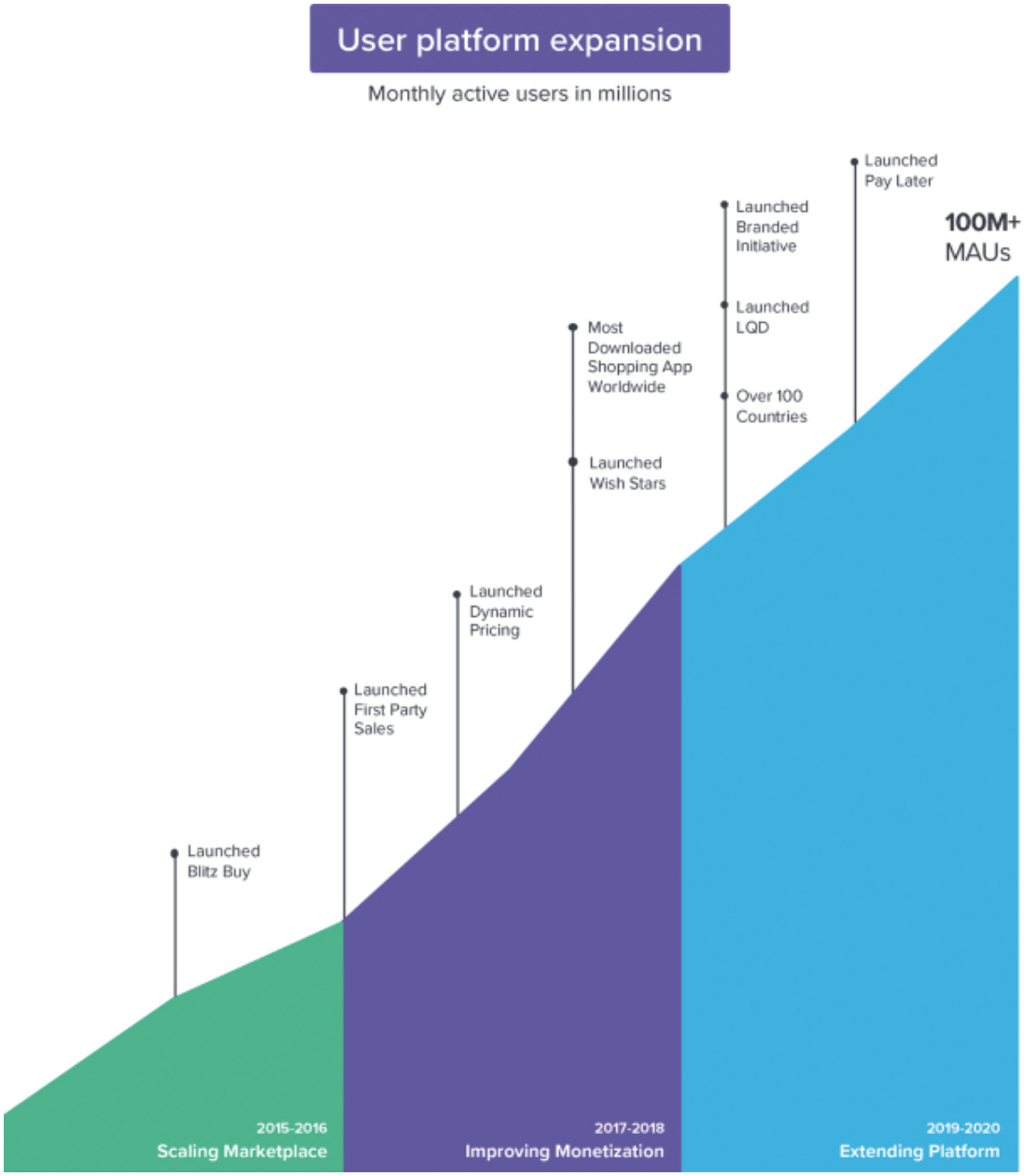
Our proprietary data and technology also fuel our powerful network effects. As Wish grows, we accumulate more data across user and merchant activities, we strengthen our data advantage, and we create an even better experience for everyone on our platform, which in turn attracts more users and merchants. As more users come to Wish, driven by the affordable value proposition and differentiated shopping experience, we drive more sales to our merchants. Adding more users also reinforces our user-generated feedback loop of ratings, reviews, photos, and videos, which drives greater user engagement. As more merchants succeed on Wish, more merchants join the platform to grow their businesses, broadening our product selection, which in turn improves the user experience. This flywheel effect has driven tremendous value to both users and merchants and has made Wish one of the largest ecommerce marketplaces in the world.

We have experienced substantial growth since our founding in 2010. We grew our revenue from $1.1 billion in 2017 to $1.9 billion in 2019 at a compound annual growth rate of 31% and from $1.3 billion for the nine months ended September 30, 2019 to $1.7 billion for the nine months ended September 30, 2020, an increase of 32%. Our revenue is diversified and global. In 2019, 93% of our revenue was from marketplace services, 84% of which was from core marketplace revenue and 16% of which was from our native advertising tool, ProductBoost, and 7% was from logistics services. ProductBoost is an advertising feature by which our merchants can promote their listings within user feeds. For the nine months ended September 30, 2020, 82% of our revenue was from marketplace services, 90% of which was from core marketplace revenue and 10% of which was from ProductBoost, and 18% was from logistics services. In terms of geographic diversification by users, for the nine months ended September 30, 2020, 43% of our core marketplace revenue came from Europe, 42% from North America, 5% from South America, and 10% from the rest of the world. Our growth has been highly capital efficient. We have been able to achieve this massive growth and scale by having net cumulative cash flow from operations of $16 million from January 1, 2017 to September 30, 2020, aided by our positive cash float, where we receive an upfront payment from a user, and remit payment to a merchant a number of weeks later. In 2019, we generated a net loss of $129 million and Adjusted EBITDA of $(127) million, compared to a net loss of $208 million and Adjusted EBITDA of $(211) million in 2018, and a net loss of $207 million and Adjusted EBITDA of $(135) million in 2017. For the nine months ended September 30, 2020, we generated a net loss of $176 million and

Adjusted EBITDA of $(99) million, compared to a net loss of $5 million and Adjusted EBITDA of $(11) million for the nine months ended September 30, 2019. See “Selected Consolidated Financial and Other Data—Non-GAAP Financial Measures” for more information and for a reconciliation of Adjusted EBITDA to net loss, the most directly comparable financial measure calculated and presented in accordance with U.S. GAAP.

Key Milestones





Since our founding in 2010, we have scaled our marketplace connecting millions of users with our merchants, improved monetization of our platform, and made substantial investments to further extend our platform to new services, channels, and categories.

Scaling Marketplace

In 2015 and 2016, we focused on scaling our marketplace and building an affordable and entertaining mobile shopping platform.

- On the consumer platform:
  - We utilized our data science capabilities to acquire users worldwide and grew our monthly active user base to approximately 49 million by 2017.
  - In 2015, we launched Blitz Buy, one of our first gamified features on the platform, which offers users once-a-day sales on a selection of extra discounted products. In 2016, we began to introduce on a limited basis, first-party sales, where we source and procure merchandise to sell on our own behalf.
- On the merchant platform:
  - To supplement our merchant dashboard and data insights, we introduced additional features on our platform to help our merchants increase user exposure. We launched Wish Express, which helps merchants increase impressions to users who want faster delivery by designating certain eligible products as “Wish Express.” We also launched ProductBoost, a native advertising tool that allows merchants to pay a fee to move their products higher up within the product rankings.

Improving Monetization

Starting in 2017, we increased our focus on further improving engagement and monetization of our users and merchants.

- On the consumer platform:
  - In 2017, we began to deploy dynamic pricing at scale, which utilizes our rich data set to instantly adjust prices across products to optimize user conversion as well as increase our margin.
  - In 2018, we diversified our marketing efforts to include sports partnerships, TV campaigns, and our Wish Stars program. These additional marketing programs enabled us to acquire more users in a cost-efficient manner.
- On the merchant platform:
  - Throughout 2017 and 2018, we continued to expand our merchant base globally.
  - In 2018, to serve our merchants’ different advertising needs, we introduced, as part of our ProductBoost offerings, MaxBoost, which enables additional product impressions outside of Wish including on social media platforms, and IntenseBoost, which provides increased product impressions in a shorter period of time.
  - In 2018, we launched our logistics platform that includes a number of proprietary logistics service programs aimed at reducing cost and operational friction associated with cross-border fulfillment for our merchant base.
  - In 2018, we launched the early payment program to accelerate payment to select qualified merchants and aid their working capital management.

Extending Platform

Since 2019, we have continued to develop new services that improve the Wish user experience by continuing to offer an affordable and entertaining mobile shopping platform as well as helping our merchants succeed and grow their businesses.

- On the consumer platform:
  - In 2019, we began to offer affordable brands and off-price branded inventory to provide our users with a larger selection of products.

- In 2019, we launched Limited Quantity Deals (“LQD”) which price higher cost items at under a dollar for a limited time only. Only one user can win the LQD, and this gamified experience drives higher engagement and overall spend on our platform.
- In 2019, we launched Pay Later program where users can defer payment for up to 30 days.

- On the merchant platform:
  - In 2019, we continued to grow and diversify our merchant base.
  - In 2019, in response to certain expected changes to the Universal Postal Union Treaty and overall increasing logistics costs globally, particularly costs related to ChinaPost services, we have invested in new logistics offerings and related technology and data science to further diversify our logistics operations. The percentage of packages shipped through our proprietary logistics platform has grown substantially from 0% in 2016 to over 90% in September 2020. Of this volume, we perform all logistic services on behalf of our merchants for approximately 50% of the packages. For the remaining 50%, merchants can choose the carrier and the desired service level based on what is available on our logistics platform. As a result, we also grew our logistics revenue from over $6 million in 2018 to approximately $607 million on an annual run-rate basis based on the three months ended September 30, 2020.
  - In 2019, we launched Wish Local to help local brick-and-mortar stores reach our massive user base, leverage our technology platform and digitize their storefronts. We have since grown our Wish Local program to almost 50,000 stores in 50 countries.
  - In 2019, we launched our tax engine that assists merchants with local tax requirements compliance.

Our Financial Model

Our business benefits from powerful network effects, fueled by our data advantage and massive scale. As more users join Wish, attracted by our affordable value proposition and shopping experience, we are able to increase revenue potential for our merchants. As more merchants succeed on Wish, more merchants join the platform and grow their businesses with Wish, broadening our product selection, which in turn improves user experience. By developing a strategy focused on users and merchants, we align user and merchant success with the success of our financial model. The growth in users and merchants generates more data, further strengthens our data advantage and creates an even better experience for everyone on our platform, in turn attracting more users and high-quality merchants.

Our model relies on cost-effectively adding new users, converting those users into buyers and improving engagement and monetization of those buyers on Wish over time as well as adding new merchants, delivering economic success for those merchants, and having those merchants use more of our end-to-end platform.

The following are key elements of our financial model that drive our growth:

- **Increase the scale and growth of our user and buyer base.** Attracting and engaging users have been our key areas of focus since our founding. We measure our effectiveness in attracting and engaging users through metrics such as our MAUs, which increased over 33% from the nine months ended September 30, 2019 and to the nine months ended September 30, 2020, as well as the average minutes spent per visit by user. These increases have primarily been driven by the growing popularity and recognition of our brand and platform, the user

preferences for our differentiated mobile shopping experience, wide selection of attractively priced products, and the success of our promotional and marketing campaigns. This growth has contributed to making Wish the most downloaded global shopping app for each of the last three years according to a report from Sensor Tower.[17] As a result, we have experienced significant revenue growth in recent periods. We will need to continue to invest in our marketing efforts to attract additional users and buyers and to enhance our brand and drive user engagement, and over time we will need to do this cost-effectively in order to achieve profitability.

- **Invest in our sales and marketing engine**. We have made significant investments in our data science which underpins all aspects of our operations including marketing and user acquisition. By leveraging our unique and scaled data set and algorithms, our goal is to execute cost-effective and successful digital marketing strategies to acquire new users and re-engage existing users on the Wish platform. We consider our user acquisition expertise a strong competitive advantage and have invested in this capability over time to continue to drive user and revenue growth. We will need to continue to invest in our marketing efforts to attract new users and increase user engagement.
- **Increase the lifetime value of our users**. Our ability to successfully drive improvements in user engagement and monetization on the Wish platform will be an important driver in expanding the lifetime value of our users and allow us to achieve profitability. We utilize data science to estimate lifetime value of users and accordingly adjust our user acquisition strategies to maximize our return on marketing investment. We also deploy dynamic pricing to drive effective monetization of our user base. Dynamic pricing utilizes our data to instantly adjust prices across products to optimize user conversion and has increased our margins.
- **Continue to grow and diversify our merchant base and product categories**. As of September 30, 2020, we had over 500,000 merchants on our platform. While most of our merchants today are based in China and sell unbranded goods, we plan to continue to grow our merchant base globally and diversify our product categories. While we initially grew our platform focusing on merchants in China due to their production strength, we have since started to diversify our merchant base around the world; the number of merchants on our platform in North America, Europe, and Latin America has grown approximately 234% since 2019. We believe the increase in the number and the diversity of merchants leads to more competitive pricing and broader product categories, which will in turn help us attract more users, generating powerful network effects.
- **Continue to innovate and expand our platform**. We generate revenue primarily from commissions earned on the sales by our merchants on the Wish marketplace, as well as from fees from offering our logistics platform to our merchants. We aim to enhance the value of our platform by broadening our marketplace service offerings, expanding the size and engagement of our user base, and improving data insights and services available to our merchants across digital marketing, payments, logistics, user support, and operations. We believe that expanding our platform will attract more merchants to Wish and drive our revenue.

  In recent periods, our logistics and advertising offerings provided critical capabilities to our merchants to improve their operations and sales, which has driven their success on Wish and in turn, our growth. We have been able to drive strong adoption of these merchant offerings and intend to continue to invest to increase this adoption. For example, approximately 30% of our merchants have utilized ProductBoost in 2020 to date. This has enabled our logistics and advertising to reach approximately $607 million and $196 million, respectively, on an annual run-rate basis based on the three months ended September 30, 2020. We aim to continue to expand our platform so that we can grow and diversify our future revenue streams.

[17] Sensor Tower, analysis of store intelligence platform data, November 2019.

- **Our ability to manage our costs by leveraging the scale of our business.** Our results of operations depend on our ability to manage our costs. While we expect our costs to increase as we grow our business, we do not expect our costs to grow at the same pace as our revenue because we do not require a proportional increase in the size of our workforce and infrastructure to support our revenue growth. This operating leverage resulted in revenue per employee of $2.8 million for the twelve months ended September 30, 2020, which has increased from $2.6 million in 2017. We believe that our platform model has significant operating leverage and enables us to realize structural cost savings.

  As we focused on driving the growth of our marketplace, we invested significantly in marketing activities to target and acquire users we believe will have a high propensity to transact on our platform, and promote our brand and our platform. Our sales and marketing expenses were $1.0 billion in 2017, $1.6 billion in 2018, and $1.5 billion in 2019, representing 90%, 91%, and 78% of revenue, respectively, and $1.0 billion and $1.1 billion for the nine months ended September 30, 2019 and 2020, representing 75% and 64% of revenue, respectively. While our sales and marketing expenses comprises the majority of our operating expenses, we have the flexibility to scale them up or down on a daily basis depending on the unit economics of the users. These marketing spend decisions are informed by deep data science optimized to maximize return. We anticipate that sales and marketing expenses will continue to be our most significant operating expense in the future and our overall profitability will depend on the success of our investments in sales and marketing.

  Our data-driven sales and marketing strategy and lean and highly-efficient operations have allowed us to reduce our net losses from $207 million in 2017 compared to $129 million in 2019. As our business continues to grow, we believe we will be able to take advantage of economies of scale to further improve our operational efficiency.

- **Capital efficiency of our business model.** We operate an asset-light business model and have achieved substantial revenue growth with limited capital requirements. Our business model enables us to avoid the costs, risks and capital requirements associated with sourcing merchandise or holding inventory. As a result, our growth has been highly capital efficient. We have been able to achieve this massive growth and scale by having net cumulative cash flow from operations of $16 million from January 1, 2017 to September 30, 2020, aided by our positive cash float.

Other Financial Information and Data

In addition to the measures presented in our consolidated financial statements, we use the following key metrics and other financial information to measure our performance, identify trends affecting our business, and make strategic decisions.

	Year Ended December 31,					Nine Months Ended September 30,	
	2015	2016	2017	2018	2019	2019	2020
	(in millions, except percentages)						
MAU	21	30	49	73	90	81	108
LTM Active Buyers…	18	31	52	64	62	60	68
Adjusted EBITDA…	$(502)	$(132)	$(135)	$(211)	$(127)	$ (11)	$ (99)
Adjusted EBITDA Margin…	(349)%	(30)%	(12)%	(12)%	(7)%	(1)%	(6)%
Free Cash Flow…	$(305)	$ 15	$ 134	$(114)	$ (71)	$ (50)	$ 23

Monthly Active Users

We define MAUs as the number of unique users that visited the Wish platform, either on our mobile app, mobile web, or on a desktop, during the month.[18] MAUs for a given reporting period equal the average of the MAUs for that period. An active user is identified by a unique email-address; a single person can have multiple user accounts via multiple email addresses. The change in MAUs in a reported period captures both the inflow of new users as well as the outflow of existing users who did not visit the platform in a given month. We view the number of MAUs as key driver of revenue growth as well as a key indicator of user engagement and awareness of our brand.

LTM Active Buyers

As of the last date of each reported period, we determine our number of unique active buyers by counting the total number of individual users who have placed at least one order on the Wish platform, either on our mobile app, mobile web, or on a desktop, during the preceding 12 months. We, however, exclude from the computation those buyers whose order is cancelled before the item is shipped and the purchase price is refunded. The number of Active Buyers is an indicator of our ability to attract and monetize a large user base to our platform and of our ability to convert visits into purchases. We believe that increasing our Active Buyers will be a significant driver to our future revenue growth.

Non-GAAP Financial Measures

Adjusted EBITDA and Adjusted EBITDA Margin

In this prospectus, we provide Adjusted EBITDA, a non-GAAP financial measure that represents our net income (loss) before interest and other income (expense), net (which includes foreign exchange gain or loss and gain or loss on one time transactions recognized), income tax expense, and depreciation and amortization, adjusted to eliminate stock-based compensation expense and remeasurement of redeemable convertible preferred stock warrant liability, and to add back certain recurring other items. Additionally, in this prospectus, we provide Adjusted EBITDA Margin, a non-GAAP financial measure that represents Adjusted EBITDA divided by revenue. See “Selected Consolidated Financial and Other Data—Non-GAAP Financial Measures” for more information and for a reconciliation of Adjusted EBITDA to net loss, the most directly comparable financial measure calculated and presented in accordance with U.S. GAAP.

[18] Wish apps include Wish, Wish Local for Partner Stores, Geek, Home Design & Décor Shopping, Mama, and Cute.

Free Cash Flow

In this prospectus, we also provide Free Cash Flow, a non-GAAP financial measure that represents net cash provided by (used in) operating activities less purchases of property and equipment. See “Selected Consolidated Financial and Other Data—Non-GAAP Financial Measures” for more information and for a reconciliation of Free Cash Flow to net cash provided by (used in) operating activities, the most directly comparable financial measure calculated and presented in accordance with U.S. GAAP.

Key Factors Affecting our Performance

We believe that our performance and future success depend on a number of factors that present significant opportunities for us but also pose risks and challenges, including those discussed below and in the section titled “Risk Factors.”

Buyer Lifetime Value and Buyer Acquisition Cost Efficiency

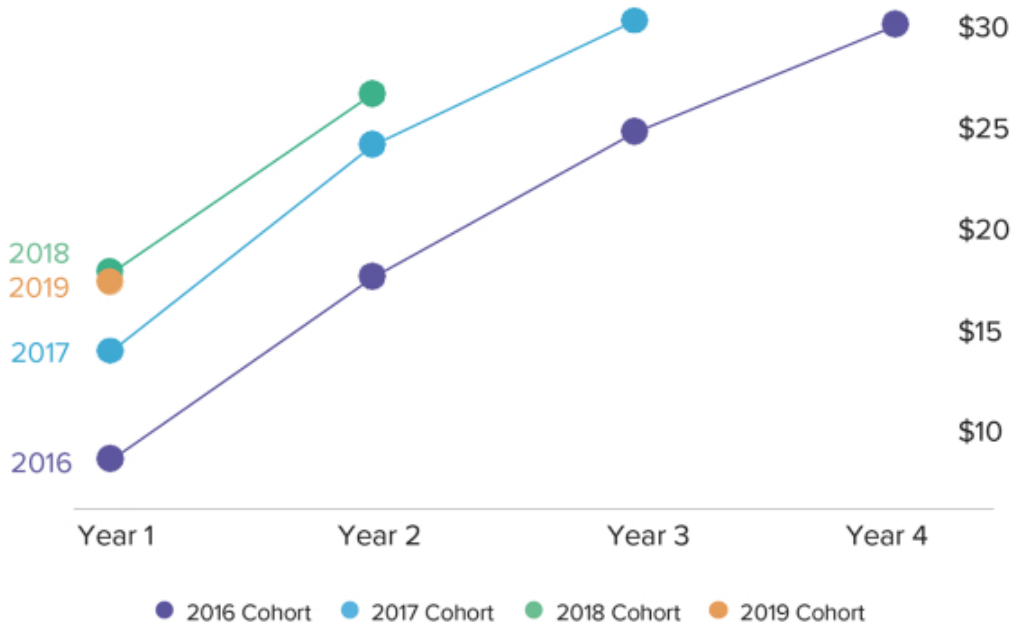
Our success relies in part on our ability to engage users and convert them to buyers, while simultaneously optimizing our efficiency and marketing spend and efforts. Failure to effectively engage users and convert them to buyers on a cost-effective basis would adversely affect our revenue growth and operating results.

We are intently focused on optimizing the lifetime value (“LTV”) of our buyers and we seek to improve the ratio of LTV to buyer acquisition cost (“BAC”) in an effort to optimize the efficiency of our marketing spend.

We define LTV per buyer as the cumulative gross profit over a period of time attributable to new buyers acquired during a particular year (a “cohort”) divided by the total number of new buyers acquired in that cohort. We define BAC as the total digital advertising expense targeting new installations of our app in a given period divided by the number of new buyers acquired during that same period.

We look at LTV per buyer to demonstrate the long-term value attributable to each buyer acquired. We see LTV of our buyers as an indicator of the success or challenges we have in engaging our buyers, and driving monetization on our platform over time. For every cohort in the chart below, expansion of LTV over time outpaces any attrition of buyers in that cohort as demonstrated by increasing LTV per buyer over time.

Lifetime Value per Buyer by Cohort



Our cohort analysis in the chart above also shows improving trends with our 2018 and 2019 cohorts exhibiting higher LTV per buyer in year 1 compared to our 2016 and 2017 cohorts. We believe this demonstrates both the improvement in our ability to leverage our platform, scale, and data science and the effectiveness of our strategy to invest in marketing to drive greater user engagement and quicker monetization on our platform.

In addition to LTV, we also focus on managing our new BAC and continuously improving the ratio of LTV to BAC. All of our annual cohorts since 2016 have achieved a BAC payback period of under two years, and our most mature of the cohorts disclosed – the 2016 cohort – has achieved a 2.8x LTV to BAC ratio by year 4. We are intently focused on managing our BAC and are using our data science capabilities to implement more efficient buyer acquisition strategies as we scale and target additional users and buyers in new geographies.

However, these positive trends in our LTV and BAC may not continue and may be negatively impacted by our inability to engage users and convert them to buyers.

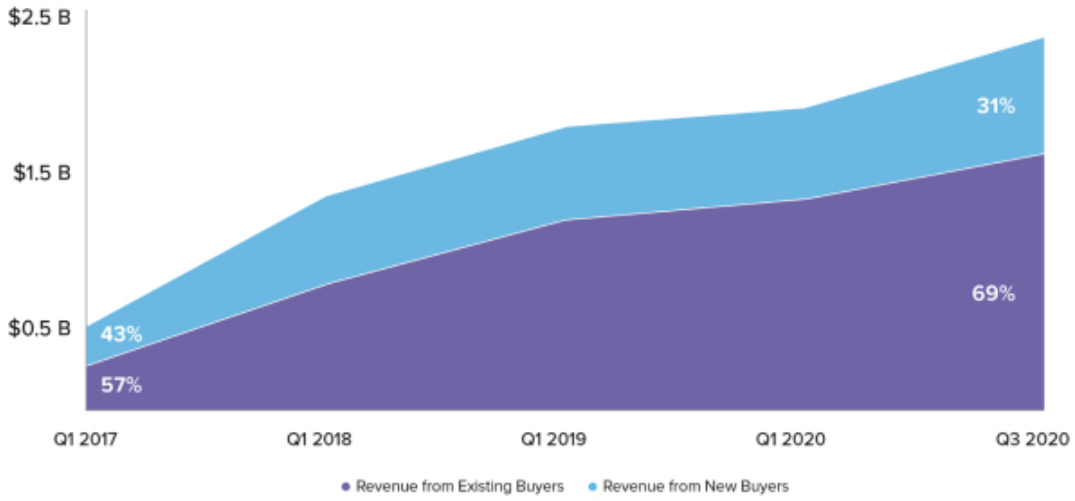
Revenue from New Buyers and Existing Buyers

Our success also depends on our ability to increase engagement from existing buyers while simultaneously attracting and engaging new buyers. Therefore, we focus on increasing revenue from both new and existing buyers. If we are unable to increase engagement and revenue from existing buyers and attract new buyers to our platform, our revenue and results of operations will be negatively impacted.

We have been able to consistently grow revenue from both new and existing buyers. While we continue to acquire new buyers, the share of revenue from existing buyers has also increased over

time, indicating our ability to improve engagement and monetization of existing buyers. Existing buyers generated 69% of revenue in the last twelve months ("LTM") ended September 30, 2020, up from 57% in the last twelve months ended March 31, 2017. The figures below represent our revenue from new and existing buyers for the last twelve months ended March 31, 2017, March 31, 2018, March 31, 2019, and September 30, 2020. However, these positive trends in revenue from new buyers and existing buyers may not continue and may be negatively impacted by our inability to continue to increase engagement from existing buyers and attract and engage new buyers.

LTM Revenue from New and Existing Buyers ($ billion)



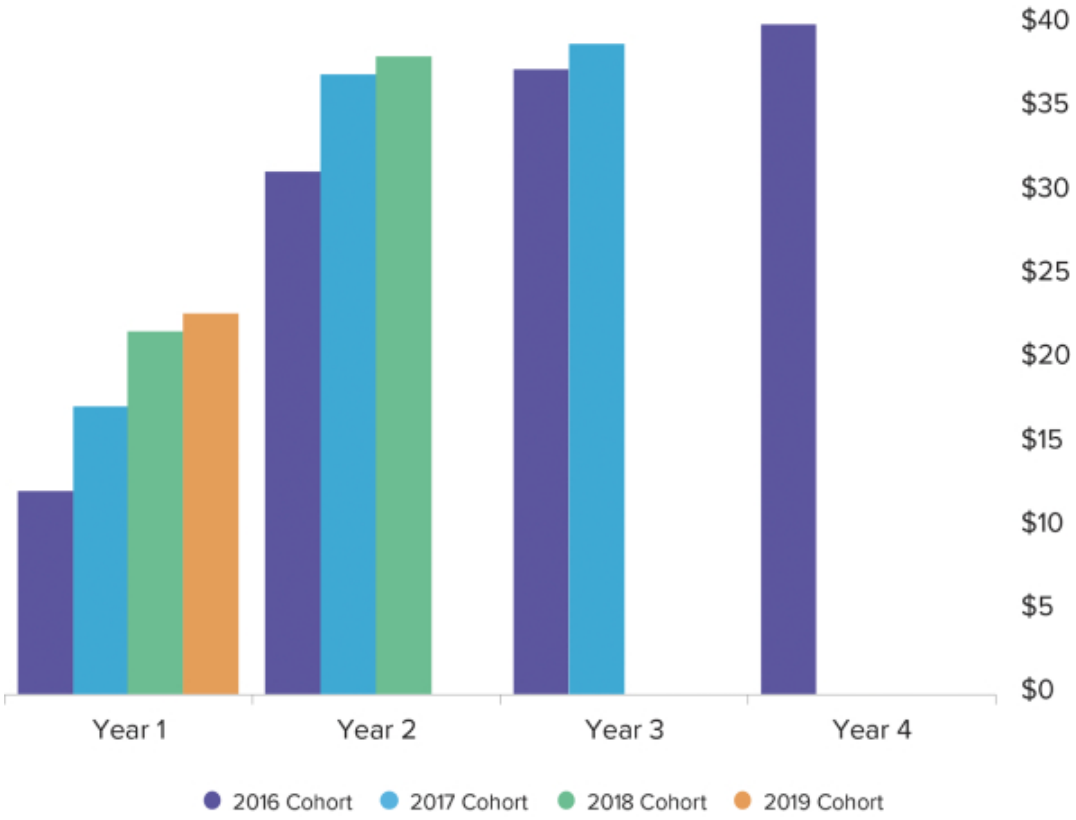
Average Revenue per Active Buyer

Our success also relies on our ability to continue to improve our platform and maintain and increase engagement from our active buyers. Therefore, we use average revenue per active buyer in a given cohort as an indicator of the level of engagement, the success of our discovery-based and personalized user experience, the quality of our products listed, and the overall scale and growth of our business. If we are unable to improve our platform, including, among other things, creating a positive user experience, ensuring that quality products are listed for sale, and otherwise increasing or maintaining engagement, then average revenue per active buyer may decline, which could lead to decreased revenue, which would have an adverse effect on our results of operations.

For our 2016, 2017, and 2018 cohorts, the average revenue per active buyer has increased consistently year over year, highlighting that as buyers stay longer on our platform, their spend per year also increases. Additionally, the average revenue per active buyer in year 1, year 2, and year 3, as applicable, increases with each of these cohorts, demonstrating that newer cohorts of buyers have on average exhibited higher levels of engagement and spending in their initial year and increased spend on our platform faster year over year.

However, these positive trends in our average revenue from active buyers may not continue and may be negatively impacted by our inability to improve our platform and maintain and increase engagement from our active buyers.

Average Revenue per Active Buyer per Cohort



Components of Results of Operations

Revenue

Our revenue consists of marketplace and logistics revenue.

Marketplace revenue: We provide a mix of marketplace services to merchants. We provide merchants access to our marketplace where merchants display and sell their products to users. We also provide ProductBoost services to help merchants promote their products within our marketplace. Marketplace revenue includes commission fees collected in connection with user purchases of the merchants' products. The commission fees vary depending on factors such as user location, demand, product type, and dynamic pricing. We recognize revenue when a user's order is processed and the related order information has been made available to the merchant. Commission fees are recognized net of estimated refunds and chargebacks. Marketplace revenue also includes ProductBoost fees for displaying a merchant's selected products in preferential locations within our marketplace. We recognize revenue when the merchants' selected products are displayed. We refer to our marketplace revenue, excluding ProductBoost revenue, as our core marketplace revenue.

Logistics revenue: Our logistics offering for merchants, introduced in 2018, is designed for direct end-to-end single order shipment from a merchant's location to the user. Logistics services include transportation and delivery of the merchant's products to the user. Merchants are required to prepay for logistics services on a per order basis.

We recognize revenue over time as the merchant simultaneously receives and consumes the logistics services benefit as the services are performed. We use an output method of progress based on days in transit as it best depicts our progress toward complete satisfaction of the performance obligation.

Cost of Revenue and Operating Expenses

Cost of revenue. Cost of revenue includes colocation and data center charges, interchange and other fees for credit card processing services, fraud and chargeback prevention service charges, costs of refunds and chargebacks made to our users that we are not able to collect from our merchants, depreciation and amortization of property and equipment, shipping charges, tracking costs, warehouse fees, and employee-related costs, including salaries, benefits, and stock-based compensation expense for our infrastructure, merchant support, and logistics personnel. Cost of revenue also includes an allocation of general IT and facilities overhead expenses.

Sales and marketing. Our sales and marketing expenses are primarily driven by the cost of acquiring and engaging users by targeting social media and search engine digital advertisements, outsourced user support services, sponsorships and local marketing campaigns, and employee-related costs, including salaries, benefits, and stock-based compensation, for our employees involved in marketing, user support, and business development functions. Sales and marketing spend also includes an allocation of general IT and facilities overhead expenses as well as business development expenses for attracting merchants and conducting ongoing merchant education. We expect our sales and marketing expenses to decrease as a percentage of our revenue over the long term, although our expenses may fluctuate from period to period due to the timing of expenses related to our sales and marketing campaigns.

Product development. Our product development expenses consist primarily of employee-related costs, including salaries, benefits, and stock-based compensation for our engineers and other employees involved in product development activities. Product development costs have historically been expensed as incurred. Product development costs also include the cost of IT used by the product development team as well as an allocation of general IT and facilities overhead expenses. We expect our product development expenses to continue to increase in absolute dollars for the foreseeable future as we continue to invest in the development of our marketplace and merchant offerings.

General and administrative. Our general and administrative expenses consist primarily of employee-related costs, including salaries, benefits, and stock-based compensation for our executives, finance, legal, information technology, human resources, and other administrative teams. General and administrative expenses also include outside consulting, legal, tax, and accounting services, and facilities and other supporting overhead costs. We expect our general and administrative expenses to continue to increase in absolute dollars for the foreseeable future as we continue to invest in our corporate infrastructure to support our revenue growth. Further, we expect to incur additional general and administrative expenses in connection with our becoming a public company.

Remeasurement of Redeemable Convertible Preferred Stock Warrant Liability

Remeasurement of our redeemable convertible preferred stock warrant liability is as a result of the change to the underlying redeemable convertible preferred stock value at the end of each reporting period. After the date of this offering, we will no longer incur expenses related to the change in fair value of our redeemable convertible preferred stock warrant liability.

Interest and Other Income (expense), net

Interest and other income (expense), net consists primarily of interest income earned on our cash, cash equivalents and marketable securities, interest expense and foreign exchange gain or loss.

Income Tax

Income taxes consist primarily of income taxes in certain U.S. state and foreign jurisdictions in which we conduct business. As we have expanded our global operations, we have incurred increased foreign tax expense and we expect this to continue.

The Impact of the COVID-19 Pandemic

In March 2020, the World Health Organization declared COVID-19 to be a pandemic. In an effort to contain and mitigate the spread of COVID-19, many countries, as well as many states within the United States, have imposed unprecedented restrictions on travel and business operations, and there have been business closures and a substantial reduction in economic activity in countries that have had significant outbreaks of COVID-19. As a result, the COVID-19 pandemic and resulting global disruptions have affected our business, as well as our users and third-party merchants.

To provide additional information on the impact of the COVID-19 pandemic on our business, we have included below the quarterly revenue from the first quarter through the third quarter of 2020, as well as year-over-year comparisons.

	Q1 2020	Q2 2020	Q3 2020
		(in millions, except percentages)	
Core marketplace revenue	**$ 340**	**$ 555**	**$ 405**
Increase (Decrease) %	*(8)%*	*67%*	*17%*
ProductBoost revenue	**$ 44**	**$ 45**	**$ 49**
Increase (Decrease) %	*(34)%*	*(36)%*	*(32)%*
Marketplace revenue	**$ 384**	**$ 600**	**$ 454**
Increase (Decrease) %	*(12)%*	*49%*	*9%*
Logistics revenue	**$ 56**	**$ 101**	**$ 152**
Increase (Decrease) %	*367%*	*461%*	*311%*
Revenue	**$ 440**	**$ 701**	**$ 606**
Increase (Decrease) %	*(2)%*	*67%*	*33%*

Core Marketplace Revenue

Our core marketplace revenue declined by 8% on a year-over-year basis in the first quarter of 2020. In January and February of 2020, businesses across China were impacted by the initial outbreak of COVID-19 before the virus spread globally, and many businesses shut down due to nation-wide lockdowns. This affected many of our China-based merchants who experienced severe manufacturing and supply disruptions in the first quarter. China represents the majority of our merchant base today, and as a result, we saw a reduction in the number of merchants selling and the number of products available for sale on our platform.

The second quarter of 2020 showed strong recovery with core marketplace revenue growing at 67% year-over-year as our China-based merchants recovered due to the reopening of the economy in China. We also benefited from increasing consumer demand globally driven by greater mobile usage, online shopping, and less competition from physical retail as a result of shelter-in-place mandates in various countries. In the United States, we also experienced increased buyer spending due to U.S. government stimulus programs that were implemented as a result of the COVID-19 pandemic. While

manufacturing and supply capacity had recovered in China, we experienced severe disruptions in the global logistics network that affected delivery times to our buyers around the world. We temporarily shifted from air freight to ocean transport, which increased delivery times. However, the impact of challenging global logistics and longer delivery times was more than offset by the increase in consumer demand.

In the third quarter of 2020, our core marketplace revenue growth moderated to 17% year-over-year, largely due to the extended delivery times in the second quarter and early part of the third quarter as we continued to experience COVID-19 related disruption in the global logistics network. These longer delivery times, particularly severe in the second quarter, impacted buyer engagement and retention on our platform in the third quarter and led to a lower conversion of monthly active users into buyers compared to the second quarter of 2020. The consumer demand for online shopping also declined from the peak levels of the second quarter with fewer shelter-in-place mandates and more physical retail reopenings around the world.

We believe that our continued investments in expanding our logistics platform will have a long term positive impact on our user experience by offering a combination of low delivery times and door to door tracking, leading to improvements in buyer retention and MAU to buyer conversion.

ProductBoost Revenue

Our ProductBoost revenue declined by 34% year-over-year in the nine months ended September 30, 2020. In the first quarter of 2020, during the initial outbreak of COVID-19 in China, our merchants' advertising activities declined materially due to the shutdown of business activity in China. In the second quarter of 2020, because consumer demand increased significantly on our platform for the reasons stated above, many merchants did not see the need to pay for advertising like they did in the past because they experienced very robust consumer demand without incremental advertising spend. In the third quarter of 2020, we saw modest month-over-month increases in ProductBoost revenue as countries reopened and many merchants began to resume normalized business activities including marketing.

Logistics Revenue

Logistics revenue experienced consistent robust growth in 2020 as we continued to expand our logistics offerings around the world and more of our merchants adopted our logistics programs. In July 2020, in the United States, we launched our most comprehensive logistics offering, our A+ program, which manages first mile collection from merchants to warehousing operations all the way to last mile delivery to the buyer.

This expansion of our logistics platform globally has led to an improvement in delivery times towards the end of the third quarter of 2020. For example, we saw a reduction in the average "time-to-door" delivery in our key countries, a metric which looks at the average number of days that registered mail packages take between when the order is placed on our platform and when it is delivered to the buyer. For example, in the United States, the average "time-to-door" has changed from 27 days in the first quarter of 2020 to 62 days in the second quarter of 2020, and down to 22 days in the third quarter of 2020. The increase in "time-to-door" in the second quarter was due to the temporary use of ocean transport described above and the expansion of our logistics platform, which was still ongoing throughout the second quarter.

Moreover, the expansion of our logistics platform and the subsequent improvement in delivery times have lowered refund rates, which we believe is an indicator of improved buyer experience and satisfaction. Because our core marketplace revenue is recognized net of estimated refunds, changes in our refund rates also impact our core marketplace revenue. From March through September 2020, our estimated monthly refund rate decreased by more than 30%.

Business Operations

To serve our users while also providing for the safety of our merchants and service providers, we have made numerous changes to aspects of our supply chain, purchasing, and third-party merchant processes.

We have implemented a number of measures to protect the health and safety of our workforce. These measures include substantial modifications to employee travel, employee work locations, and virtualization or cancellation of meetings, among other modifications. Currently, the vast majority of our employees are working remotely. For the employees who are in the office, we are following the guidance from public health officials and government agencies, including implementation of enhanced cleaning measures, social distancing guidelines and wearing of masks.

The global outbreak of the COVID-19 pandemic continues to evolve. The extent to which the COVID-19 pandemic may impact our business will depend on future developments related to the geographic spread of the disease, the duration and severity of the outbreak, travel restrictions, required social distancing, governmental mandates, business closures or governmental or business disruptions, and the effectiveness of actions taken in the United States and other countries to prevent, contain and treat the virus and any additional government stimulus programs. These impacts are highly uncertain and cannot be predicted. See the section titled “Risk Factors—Risks Related to Our Business and Industry—The COVID-19 pandemic may adversely affect our business and results of operations.”

We continue to monitor the rapidly evolving situation and expect to continue to adapt our operations to address foreign, federal, state, and local standards as well as to implement standards or processes that we determine to be in the best interests of our employees, users, and merchants.

Comparison of Nine Months Ended September 30, 2019 and 2020

The following table summarizes our consolidated results of operations for the nine months ended September 30, 2019 as compared to the nine months ended September 30, 2020:

	Nine Months Ended September 30,		Change	
	2019	2020	$	%
	(in millions, except percentages)			
Revenue	$1,325	$1,747	$ 422	32
Cost of revenue	255	605	350	137
Gross profit	1,070	1,142	72	7
Operating expenses:				
Sales and marketing	995	1,125	130	13
Product development	52	72	20	38
General and administrative	47	65	18	38
Total operating expenses	1,094	1,262	168	15
Loss from operations	(24)	(120)	(96)	400
Other income (expense), net				
Interest and other income (expense), net	16	–	(16)	(100)
Remeasurement of convertible preferred stock warrant liability	3	(55)	(58)	n/m
Loss before provision for income taxes	(5)	(175)	(170)	n/m
Provision for income taxes	–	1	1	100
Net loss	$ (5)	$ (176)	$(171)	n/m

The following table presents the components of our consolidated statements of operations as a percentage of revenue:

	Nine Months Ended September 30,	
	2019	2020
Revenue	100%	100%
Cost of revenue	19	35
Gross profit	81	65
Operating expenses:		
Sales and marketing	75	64
Product development	4	4
General and administrative	4	4
Total operating expenses	83	72
Loss from operations	(2)	(7)
Other income (expense), net:		
Interest and other income (expense), net	1	–
Remeasurement of convertible preferred stock warrant liability	–	(3)
Loss before provision for income taxes	(1)	(10)
Provision for income taxes	–	–
Net loss	(1)%	(10)%

Revenue

	Nine Months Ended September 30,		Change	
	2019	2020	$	%
	(in millions, except percentages)			
Core marketplace revenue	$ 1,049	$ 1,300	$251	24
ProductBoost revenue	209	138	(71)	(34)
Marketplace revenue	1,258	1,438	180	14
Logistics revenue	67	309	242	361
Revenue	$ 1,325	$ 1,747	$422	32

Revenue increased $422 million, or 32%, to $1,747 million for the nine months ended September 30, 2020 as compared to $1,325 million for the nine months ended September 30, 2019. This increase was attributable to both increased marketplace and logistics revenue.

Marketplace revenue increased $180 million to $1,438 million for the nine months ended September 30, 2020, as compared to $1,258 million for the nine months ended September 30, 2019. This increase was due to improved monetization of buyers through increased dynamic pricing, and to a lesser extent, an increase in transaction volume. This increase was partially offset by a decrease in merchant utilization of our ProductBoost service, as the result of economic uncertainties related to the global pandemic.

Logistics revenue increased $242 million to $309 million for the nine months ended September 30, 2020, as compared to $67 million for the nine months ended September 30, 2019. This increase was primarily due to the continued expansion of our logistics offerings around the world and significant expansion of our A+ program to additional countries. Most notably, we launched our A+ program in the United States in July 2020.

Cost of Revenue and Gross Margin

	Nine Months Ended September 30,		Change	
	2019	2020	$	%
	(in millions, except percentages)			
Cost of revenue	$ 255	$ 605	$350	137%
Percentage of revenue	19%	35%		
Gross Margin	81%	65%		

Cost of revenue increased $350 million, or 137%, to $605 million for the nine months ended September 30, 2020, as compared to $255 million for the nine months ended September 30, 2019, primarily due to costs related to the increased volume of logistics services provided.

The gross margin decreased to 65% for the nine months ended September 30, 2020 from 81% for the nine months ended September 30, 2019, primarily due to costs related to the increased volume of logistics services provided.

Sales and Marketing

	Nine Months Ended September 30,		Change	
	2019	2020	$	%
	(in millions, except percentages)			
Sales and marketing	$ 995	$1,125	$130	13%
Percentage of revenue	75%	64%		

Sales and marketing expense increased $130 million, or 13%, to $1,125 million for the nine months ended September 30, 2020, compared to $995 million for the nine months ended September 30, 2019. The increase in sales and marketing expenses consisted primarily of an increase in advertising spend, as we re-focused on growth after we intentionally moderated user acquisition spend temporarily to focus on the launch of the logistics platform in the first half of 2019.

Product Development

	Nine Months Ended September 30,		Change	
	2019	2020	$	%
	(in millions, except percentages)			
Product development	$ 52	$ 72	$20	38%
Percentage of revenue	4%	4%		

Product development expense increased $20 million, or 38%, to $72 million for the nine months ended September 30, 2020, as compared to $52 million for the nine months ended September 30, 2019, primarily as a result of an increase in employee-related costs driven by an increase in headcount in our product and engineering teams.

General and Administrative

	Nine Months Ended September 30,		Change	
	2019	2020	$	%
	(in millions, except percentages)			
General and administrative	$ 47	$ 65	$18	38%
Percentage of revenue	4%	4%		

General and administrative expense increased $18 million, or 38%, to $65 million for the nine months ended September 30, 2020, as compared to $47 million for the nine months ended September 30, 2019. The increase was primarily related to increased stock-based compensation expense, increased legal related costs, increased taxes associated with the new digital services taxes and other indirect taxes, and increased headcount in our general and administrative teams.

Interest and Other Income (Expense), net

	Nine Months Ended September 30,		Change	
	2019	2020	$	%
	(in millions, except percentages)			
Interest and other income (expense), net	$ 16	$ –	$(16)	(100)%
Percentage of revenue	1%	–%		

Interest and other income (expense), net decreased $16 million, to an immaterial amount for the nine months ended September 30, 2020, as compared to $16 million for the nine months ended September 30, 2019, primarily as a result of decreased interest rates and increased foreign exchange losses.

Remeasurement of Redeemable Convertible Preferred Stock Warrant Liability

	Nine Months Ended September 30,		Change	
	2019	2020	$	%
	(in millions, except percentages)			
Remeasurement of redeemable convertible preferred stock warrant liability	$3	$ (55)	$(58)	n/m
Percentage of revenue	n/m	(3)%		

The change in fair value of redeemable convertible preferred stock warrant liability for the nine months ended September 30, 2020 was an expense of $55 million as compared with $3 million of income for nine months ended September 30, 2019. The decrease was primarily due to changes in the fair value of the underlying redeemable convertible preferred stock.

Provision for Income Taxes

	Nine Months Ended September 30,		Change	
	2019	2020	$	%
	(in millions, except percentages)			
Provision for income taxes	$ –	$ 1	$1	100%
Percentage of revenue	–%	–%		

Provision for income taxes increased $1 million for the nine months ended September 30, 2020 compared to the nine months ended September 30, 2019. The change in provision for income taxes was due primarily to international operations.

Comparison of Years Ended December 31, 2018 and 2019

The following table summarizes our consolidated results of operations for the year ended December 31, 2018 as compared to the year ended December 31, 2019:

	Year Ended December 31,		Change	
	2018	2019	$	%
	(in millions, except percentages)			
Revenue	$ 1,728	$ 1,901	$ 173	10
Cost of revenue	278	443	165	59
Gross profit	1,450	1,458	8	1
Operating expenses:				
Sales and marketing	1,576	1,463	(113)	(7)
Product development	45	74	29	64
General and administrative	52	65	13	25
Total operating expenses	1,673	1,602	(71)	(4)
Loss from operations	(223)	(144)	79	(35)
Other income (expense), net:				
Interest and other income (expense), net	15	19	4	27
Remeasurement of redeemable convertible preferred stock warrant liability	–	(3)	(3)	(100)
Loss before provision for income taxes	(208)	(128)	80	(38)
Provision for income taxes	–	1	1	100
Net loss	$ (208)	$ (129)	$ 79	(38)

The following table presents the components of our consolidated statements of operations as a percentage of revenue:

	Year Ended December 31	
	2018	2019
Revenue	100%	100%
Cost of revenue	16	23
Gross profit	84	77
Operating expenses:		
Sales and marketing	91	78
Product development	3	4
General and administrative	3	3
Total operating expenses	97	85
Loss from operations	(13)	(8)
Other income (expense), net:		
Interest and other income (expense), net	1	1
Remeasurement of redeemable convertible preferred stock warrant liability	–	–
Loss before provision for income taxes	(12)	(7)
Provision for income taxes	–	–
Net loss	(12)%	(7)%

Revenue

	Year Ended December 31,		Change	
	2018	2019	$	%
	(in millions, except percentages)			
Core marketplace revenue	$ 1,508	$ 1,473	$ (35)	(2)
ProductBoost revenue	214	291	77	36
Marketplace revenue	1,722	1,764	42	2
Logistics revenue	6	137	131	n/m
Revenue	$ 1,728	$ 1,901	$173	10

Revenue increased $173 million, or 10%, to $1,901 million for the year ended December 31, 2019 as compared to $1,728 million for the year ended December 31, 2018. This increase was primarily attributable to increased logistics revenue and, to a lesser extent, marketplace revenue.

Marketplace revenue increased $42 million to $1,764 million for the year ended December 31, 2019, as compared to $1,722 million for the year ended December 31, 2018. This increase was due to increased merchant adoption of our ProductBoost service, which resulted in revenue growth of $77 million from the prior year. This was partially offset by a $35 million decrease in core marketplace revenue, as transaction volume declined due to our intentional moderation of growth resulting from prioritizing the launch of our logistics platform over new user acquisition.

Logistics revenue increased $131 million to $137 million for the year ended December 31, 2019, as compared to $6 million for the year ended December 31, 2018. This increase was due to a full year of revenue and growth associated with widespread merchant adoption of our logistics platform in 2019, after launching our logistics platform in July 2018.

Cost of Revenue and Gross Margin

	Year Ended December 31,		Change	
	2018	2019	$	%
	(in millions, except percentages)			
Cost of revenue	$ 278	$ 443	$165	59%
Percentage of revenue	16%	23%		
Gross margin	84%	77%		

Cost of revenue increased $165 million, or 59%, to $443 million for the year ended December 31, 2019, as compared to $278 million for the year ended December 31, 2018, primarily due to costs related to the increased volume of logistics services provided.

The gross margin decreased to 77% for the year ended December 31, 2019 from 84% in the prior year, primarily due to costs related to the increased volume of logistics services provided.

Sales and Marketing

	Year Ended December 31,		Change	
	2018	2019	$	%
	(in millions, except percentages)			
Sales and marketing	$ 1,576	$ 1,463	$ (113)	(7)%
Percentage of revenue	91%	78%		

Sales and marketing expense decreased $113 million, or 7%, to $1,463 million for the year ended December 31, 2019, compared to $1,576 million for the year ended December 31, 2018. The decrease in sales and marketing expenses consisted primarily of reductions to advertising spend, due to our intentional moderation of user acquisition spend resulting from our focus on the launch of the logistics platform. We also realized $28 million in savings from automating some of our user support.

Product Development

	Year Ended December 31,		Change	
	2018	2019	$	%
	(in millions, except percentages)			
Product development	$ 45	$ 74	$29	64%
Percentage of revenue	3%	4%		

Product development expense increased $29 million, or 64%, to $74 million for the year ended December 31, 2019, as compared to $45 million for the year ended December 31, 2018, primarily as a result of an increase in employee-related costs driven by an increase in headcount in our product and engineering teams.

General and Administrative

	Year Ended December 31,		Change	
	2018	2019	$	%
	(in millions, except percentages)			
General and administrative	$ 52	$ 65	$13	25%
Percentage of revenue	3%	3%		

General and administrative expense increased $13 million, or 25%, to $65 million for the year ended December 31, 2019, as compared to $52 million for the year ended December 31, 2018, primarily as a result of an increase in employee-related costs driven by an increase in headcount in our general and administrative teams.

Interest and Other Income (Expense), net

	Year Ended December 31,		Change	
	2018	2019	$	%
	(in millions, except percentages)			
Interest and other income (expense), net	$ 15	$ 19	$4	27%
Percentage of revenue	1%	1%		

Interest and other income (expense), net increased $4 million, or 27%, to $19 million of net income in 2019 compared to $15 million of net income in 2018, primarily as a result of increased foreign exchange losses.

Remeasurement of Redeemable Convertible Preferred Stock Warrant Liability

	Year Ended December 31,		Change	
	2018	2019	$	%
	(in millions, except percentages)			
Remeasurement of redeemable convertible preferred stock warrant liability	$ –	$ (3)	$(3)	(100)%
Percentage of revenue	–%	–%		

The change in fair value of redeemable convertible preferred stock warrant liability for the year ended December 31, 2019 was an expense of $3 million as compared with insignificant income for the year ended December 31, 2018. The increase is primarily due to changes in the fair value of the underlying redeemable convertible preferred stock.

Provision for Income Taxes

	Year Ended December 31,		Change	
	2018	2019	$	%
	(in millions, except percentages)			
Provision for income taxes	$ –	$ 1	$1	100%
Percentage of revenue	–%	–%		

Our provision for income taxes was due to international operations. At December 31, 2019, we had NOLs available to reduce future taxable income, if any, of $885 million that begin to expire in 2030 and continue to expire through 2037 and $324 million that have an unlimited carryover period. As of December 31, 2019, we had state NOLs available to reduce future taxable income, if any, of $1.4 billion that begin to expire in 2030 and continue to expire through 2039. The utilization of NOLs to offset future taxable income may be subject to limitations under Section 382 of the Code and similar state statutes as a result of ownership changes that have occurred or could occur in the future. In addition, at the state level, there may be periods during which the use of NOLs is suspended or otherwise limited. For example, California recently imposed limits on the usability of California state NOLs to offset taxable income in tax years beginning after 2019 and before 2023. If necessary, the deferred tax assets will be reduced by any carryforward that expires prior to utilization as a result of such limitations, with a corresponding reduction of the valuation allowance.

Comparison of Years Ended December 31, 2017 and 2018

The following table summarizes our consolidated results of operations for the year ended December 31, 2017 as compared to the year ended December 31, 2018:

	Year Ended December 31,		Change	
	2017	2018	$	%
	(in millions, except percentages)			
Revenue	$ 1,101	$ 1,728	$627	57
Cost of revenue	205	278	73	36
Gross profit	896	1,450	554	62
Operating expenses:				
Sales and marketing	989	1,576	587	59
Product development	28	45	17	61
General and administrative	26	52	26	100
Total operating expenses	1,043	1,673	630	60
Loss from operations	(147)	(223)	(76)	52
Other income (expense), net:				
Interest and other income (expense), net	10	15	5	50
Remeasurement of redeemable convertible preferred stock warrant liability	(70)	–	70	(100)
Loss before provision for income taxes	(207)	(208)	(1)	–
Provision for income taxes	–	–	–	–
Net loss	$ (207)	$ (208)	$ (1)	–

The following table presents the components of our consolidated statements of operations as a percentage of revenue:

	Year Ended December 31	
	2017	2018
Revenue	100%	100%
Cost of revenue	19	16
Gross profit	81	84
Operating expenses:		
Sales and marketing	90	91
Product development	3	3
General and administrative	2	3
Total operating expenses	95	97
Loss from operations	(14)	(13)
Other income (expense), net:		
Interest and other income (expense), net	1	1
Remeasurement of redeemable convertible preferred stock warrant liability	(6)	–
Loss before provision for income taxes	(19)	(12)
Provision for income taxes	–	–
Net loss	(19)%	(12)%

Revenue

	Year Ended December 31,		Change	
	2017	2018	$	%
	(in millions, except percentages)			
Core marketplace revenue	$ 1,053	$ 1,508	$455	43
ProductBoost revenue	48	214	166	346
Marketplace revenue	1,101	1,722	621	56
Logistics revenue	–	6	6	100
Revenue	$ 1,101	$ 1,728	$627	57

Revenue increased $627 million, or 57%, to $1,728 million for the year ended December 31, 2018, as compared to $1,101 million for the year ended December 31, 2017. The increase was primarily due to increased marketplace revenue which increased $621 million, or 56%, to $1,722 million for the year ended December 31, 2018, as compared to $1,101 million for the year ended December 31, 2017, which was driven by an increase in our global user base and, to a lesser extent, increased adoption of ProductBoost.

Cost of Revenue and Gross Margin

	Year Ended December 31,		Change	
	2017	2018	$	%
	(in millions, except percentages)			
Cost of revenue	$ 205	$ 278	$73	36%
Percentage of revenue	19%	16%		
Gross margin	81%	84%		

Cost of revenue increased $73 million, or 36%, to $278 million for the year ended December 31, 2018 compared to $205 million for the year ended December 31, 2017. The increase was primarily due to hosting services and other costs required to support increased revenue.

The gross margin for the year ended December 31, 2018 increased to 84%, from 81% in the prior year primarily due to the impact of ProductBoost fees.

Sales and Marketing

	Year Ended December 31,		Change	
	2017	2018	$	%
	(in millions, except percentages)			
Sales and marketing	$ 989	$ 1,576	$587	59%
Percentage of revenue	90%	91%		

Sales and marketing expense increased $587 million, or 59%, to $1,576 million for the year ended December 31, 2018, as compared to $989 million for the year ended December 31, 2017, due to an increase in digital marketing expense to expand our user base.

Product Development

	Year Ended December 31,		Change	
	2017	2018	$	%
	(in millions, except percentages)			
Product development	$ 28	$ 45	$17	61%
Percentage of revenue	3%	3%		

Product development expense increased $17 million, or 61%, to $45 million for the year ended December 31, 2018, as compared to $28 million for the year ended December 31, 2017.

The increase was primarily due to an increase in employee-related costs resulting from increased headcount in our product and engineering teams.

General and Administrative

	Year Ended December 31,		Change	
	2017	2018	$	%
	(in millions, except percentages)			
General and administrative	$ 26	$ 52	$26	100%
Percentage of revenue	2%	3%		

General and administrative expense increased $26 million, or 100%, to $52 million for the year ended December 31, 2018, as compared to $26 million for the year ended December 31, 2017. The increase in general administrative expenses was primarily due to an increase in employee-related costs resulting from increased headcount in our general and administrative teams to support our growth.

Interest and Other Income (Expense), net

	Year Ended December 31,		Change	
	2017	2018	$	%
	(in millions, except percentages)			
Interest income (expense), net	$ 10	$ 15	$5	50%
Percentage of revenue	1%	1%		

Interest income (expense), net increased $5 million, or 50% to $15 million for the year ended December 31, 2018, as compared to $10 million for the year ended December 31, 2017, primarily due to increased interest rates on higher cash balances.

Remeasurement of Redeemable Convertible Preferred Stock Warrant Liability

	Year Ended December 31,		Change	
	2017	2018	$	%
	(in millions, except percentages)			
Remeasurement of redeemable convertible preferred stock warrant liability	$ (70)	$ –	$70	(100)%
Percentage of revenue	(6)%	–%		

The change in fair value of redeemable convertible preferred stock warrant liability for the year ended December 31, 2018 was insignificant income as compared with expense of $70 million for the year ended December 31, 2017. The nominal income in 2018 is due to minimal change in the fair value of the underlying redeemable convertible preferred stock in 2018.

Quarterly Result of Operations

The following tables set forth our unaudited quarterly consolidated statements of operations data for each of the quarters indicated, as well as a percentage of revenue for each quarter presented. The information for each of these quarters has been prepared on the same basis as our audited consolidated financial statements, included elsewhere in this prospectus and includes, in our opinion, all adjustments, necessary to state fairly our results of operations for these periods. This data should be read in conjunction with our consolidated financial statements included elsewhere in this prospectus. These quarterly results of operations are not necessarily indicative of the future results of operations that may be expected for any future period.

	Three Months Ended						
	March 31, 2019	June 30, 2019	September 30, 2019	December 31, 2019	March 31, 2020	June 30, 2020	September 30, 2020
	(in millions)						
Revenue	$ 450	$ 420	$ 455	$ 576	$ 440	$ 701	$ 606
Cost of revenue[1]	72	74	109	188	156	208	241
Gross profit	378	346	346	388	284	493	365
Operating expenses:							
Sales and marketing[1]	257	292	446	468	295	444	386
Product development[1]	16	17	19	22	25	23	24
General and administrative[1]	13	20	14	18	18	14	33
Total operating expenses	286	329	479	508	338	481	443
Income (loss) from operations	92	17	(133)	(120)	(54)	12	(78)
Other income (expense), net:							
Interest and other income (expense), net	5	8	3	3	3	5	(8)
Remeasurement of convertible preferred stock warrant liability	(10)	17	(4)	(6)	(15)	(28)	(12)
Income (loss) before provision for income taxes	87	42	(134)	(123)	(66)	(11)	(98)
Provision for income taxes	–	–	–	1	–	–	1
Net income (loss)	$ 87	$ 42	$ (134)	$ (124)	$ (66)	$ (11)	$ (99)

(1) Cost of revenue and operating expenses include stock-based compensation expense of $2 million for the three months ended June 30, 2019. During the three months ended September 30, 2020, the Company recorded $9 million of stock-based compensation expense related to a secondary transaction. There is no stock-based compensation expense for the remaining quarters in 2019 and 2020. Following this offering, our future operating expenses, particularly in the quarter in which this offering is completed, will include substantial stock-based compensation expense with respect to our RSUs as well as any other stock-based awards we may grant in the future.

	Three Months Ended						
	March 31, 2019	June 30, 2019	September 30, 2019	December 31, 2019	March 31, 2020	June 30, 2020	September 30, 2020
Revenue	100%	100%	100%	100%	100%	100%	100%
Cost of revenue	16	18	24	33	35	30	40
Gross profit	84	82	76	67	65	70	60
Operating expenses:							
Sales and marketing	57	70	98	81	67	63	64
Product development	4	4	4	4	6	3	4
General and administrative	3	5	3	3	4	2	5
Total operating expenses	64	79	105	88	77	68	73
Income (loss) from operations	20	3	(29)	(21)	(12)	2	(13)
Other income (expense), net:							
Interest and other income (expense), net	1	2	1	1	1	1	(1)
Remeasurement of convertible preferred stock warrant liability	(2)	4	(1)	(1)	(3)	(4)	(2)
Income (loss) before provision for income taxes	19	9	(29)	(21)	(14)	(1)	(16)
Provision for income taxes	–	–	–	–	–	–	–
Net income (loss)	19%	9%	(29)%	(21)%	(14)%	(1)%	(16)%

The following table shows selected key metrics and other financial information to measure our performance, identify trends affecting our business, and make strategic decisions.

	Three Months Ended						
	March 31, 2019	June 30, 2019	September 30, 2019	December 31, 2019	March 31, 2020	June 30, 2020	September 30, 2020
	(in millions, except percentages)						
MAUs	75	76	93	115	109	116	100
LTM Active Buyers	61	59	60	62	63	70	68
Adjusted EBITDA	$ 95	$ 24	$ (130)	$ (116)	$ (51)	$ 16	$ (64)
Adjusted EBITDA Margin	21%	6%	(29)%	(20)%	(12)%	2%	(11)%
Free Cash Flow	$ (13)	$ (19)	$ (18)	$ (21)	$ (129)	$ 625	$ (473)

Quarterly Revenue Trends

Our revenue overall increased from $450 million to $606 million from March 31, 2019 to September 30, 2020. Revenue has changed due to the continued growth of our business, new project initiatives, new product offerings, and the launch and expansion of our logistics platform. In 2020, the growth has been hampered partially by the COVID-19 pandemic.

Quarterly Cost of Revenue and Gross Margin Trends

Our cost of revenue generally increased sequentially in each of the quarterly periods presented due to the growth of the business resulting from increased revenue. Overall, our gross margins decreased from 84% to 60% during the periods presented due to the launch and expansion of our logistics platform.

Quarterly Operating Expenses Trends

Our total operating expenses increased sequentially in each of the quarterly periods presented through the three months ended December 31, 2019 due to the focus on digital marketing to drive growth. Our total operating expenses decreased in the three months ended March 31, 2020, June 30, 2020 and September 30, 2020 as compared to the three months ended December 31, 2019 due to a decrease in digital marketing cost as a result of the uncertainty caused by the COVID-19 pandemic.

See the section titled “Management’s Discussion and Analysis of Financial Condition and Results of Operations—Impact of the COVID-19 Pandemic” for a further discussion of the impact of the COVID-19 pandemic on our business.

Liquidity and Capital Resources

As of September 30, 2020, we had cash, cash equivalents and marketable securities of $1.1 billion, a majority of which were held in cash deposits and money market funds, and were held for working capital purposes. We believe that our existing cash, cash equivalents and marketable securities will be sufficient to meet our anticipated cash needs for at least the next 12 months.

Sources of Liquidity

Since our inception, we have financed our operations and capital expenditures primarily through sales of redeemable convertible preferred stock and cash flows generated by operations. Since inception through September 30, 2020, we have raised a total of $1.5 billion from the sale of redeemable convertible preferred stock (including redeemable convertible preferred stock warrant exercises), net of costs and expenses associated with such financings, and net of repurchases.

Cash Flows

	Year Ended December 31,			Nine Months Ended September 30,	
	2017	2018	2019	2019	2020
			(in millions)		
Cash provided by (used in):					
Operating activities	$ 146	$ (94)	$ (60)	$ (44)	$ 24
Investing activities	(192)	(16)	(40)	(23)	77
Financing activities	212	(5)	132	132	(1)

Net Cash Provided by (Used in) Operating Activities

Our cash flows from operations are largely dependent on the amount of revenue we generate. Net cash provided by operating activities in each period presented has been influenced by changes in funds receivable, prepaid expenses, and other current and noncurrent assets, accounts payable, merchants payable, accrued and refund liabilities, lease liabilities, and other current and noncurrent liabilities.

Net cash provided by operating activities was $24 million for the nine months ended September 30, 2020, as a result of net loss of $176 million, partially offset by non-cash expense of

$79 million, which was further offset by favorable net working capital. Favorable working capital movement was driven by accounts payable and accrued and refund liabilities due to increased operations.

Net cash used in operating activities was $44 million for the nine months ended September 30, 2019, as a result of net loss of $5 million, partially offset by non-cash expense of $10 million, which was offset by unfavorable net working capital. Unfavorable working capital movement was primarily driven by merchants payable due to decreased core marketplace transactions, partially offset by accounts payable and accrued and refund liabilities due to increased operations.

Net cash used in operating activities was $60 million in the year ended December 31, 2019, as a result of net loss of $129 million, off-set by non-cash expense of $21 million, which was offset by favorable net working capital. Favorable working capital movement was driven by accounts payable and accrued and refund liabilities due to increased operations.

Net cash used in operating activities was $94 million in the year ended December 31, 2018, as a result of net loss of $208 million, off-set by non-cash expense of $1 million, which was further offset by favorable net working capital. Favorable working capital movement was driven by accounts payable and accrued and refund liabilities due to increased operations.

Net cash provided by operating activities was $146 million in the year ended December 31, 2017 as a result of net loss of $207 million, off-set by non-cash expense of $85 million (primarily remeasurement of redeemable convertible preferred stock warrant liability of $70 million) and favorable net working capital. Favorable working capital movement was driven by accounts payable and accrued and refund liabilities due to increased operations and as a function of our business model, in which cash is generally collected within a few days and remitted to merchants a few weeks later.

Net Cash Provided by (Used in) Investing Activities

Our primary investing activities have consisted of investing excess cash balances in marketable securities and also have consisted of capital expenditures which are primarily purchases of property and equipment.

Net cash provided by investing activities was $77 million for the nine months ended September 30, 2020. This was primarily due to maturities of marketable securities, net of purchases, of $78 million, partially offset by capital expenditures of $1 million.

Net cash used in investing activities was $23 million for the nine months ended September 30, 2019. This was primarily due to purchases of marketable securities, net of sales and maturities, of $17 million and capital expenditures of $6 million.

Net cash used in investing activities was $40 million in the year ended December 31, 2019. This was primarily due to purchases of marketable securities, net of sales and maturities, of $29 million and capital expenditures of $11 million.

Net cash used in investing activities was $16 million in the year ended December 31, 2018. This was primarily due to capital expenditures of $20 million and $5 million in purchases of marketable securities, net of sales and maturities, partially offset by $9 million proceeds from sale of a cost method investment.

Net cash used in investing activities was $192 million in the year ended December 31, 2017. This was primarily due to capital expenditures of $12 million and $180 million in purchases of marketable securities, net of sales and maturities.

Net Cash Provided by (Used in) Financing Activities

Net cash used in financing activities was $1 million for the nine months ended September 30, 2020, primarily due to repurchases of our capital stock in 2020.

Net cash provided by financing activities was $132 million for the nine months ended September 30, 2019 and the year ended December 31, 2019. This was primarily due to net proceeds of $160 million from the sale of our Series H redeemable convertible preferred stock. This was partially off-set by $28 million in repurchases of our capital stock.

Net cash used in financing activities was $5 million in the year ended December 31, 2018, primarily due to repurchases of our capital stock in 2018.

Net cash provided by financing activities was $212 million in the year ended December 31, 2017. This was primarily due to proceeds of $226 million from the sale of our Series G redeemable convertible preferred stock and proceeds of $35 million from the exercise of redeemable convertible preferred stock warrants. This was partially off-set by $48 million in repurchases of our capital stock.

Off Balance Sheet Arrangements

We did not have any off balance sheet arrangements, as defined in Item 303(a)(4)(ii) of Regulation S-K, in the years ended December 31, 2017, 2018, or 2019 or for the nine months ended September 30, 2019 or 2020.

Contingencies

We are involved in claims, lawsuits, government investigations, and proceedings arising from the ordinary course of our business. We record a provision for a liability when we believe that it is both probable that a liability has been incurred, and the amount can be reasonably estimated. Significant judgment is required to determine both probability and the estimated amount. Such legal proceedings are inherently unpredictable and subject to significant uncertainties, some of which are beyond our control. Should any of these estimates and assumptions change or prove to be incorrect, it could have a material impact on our results of operations, financial position, and cash flows.

Contractual Obligations

The following table summarizes our future fixed contractual obligations as of December 31, 2019:

	Payments Due by Period				
	Total	Less than 1 year	1 to 3 years	3 to 5 years	More than 5 years
			(in millions)		
Purchase obligations[1]	$129	$ 64	$ 65	$ –	$ –
Operating lease obligations[2]	58	11	22	20	5
Total contractual obligations	$187	$ 75	$ 87	$ 20	$ 5

(1) Purchase obligations are for purchases of colocation and cloud services and marketing services under non-cancelable contracts. As of September 30, 2020, the remaining commitments were $92 million for colocation and cloud services and $14 million for marketing services.

(2) Operating leases include office space and equipment under non-cancelable operating leases, primarily due to our headquarters in San Francisco, California and for our other offices in the U.S., Canada, Europe and China. As of September 30, 2020, the remaining operating lease commitments were $56 million.

Critical Accounting Policies and Estimates

Our management's discussion and analysis of our financial condition and results of operations is based on our consolidated financial statements, which have been prepared in accordance with GAAP. 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. Our actual results could differ from these estimates.

We believe that the assumptions and estimates associated with revenue recognition, operating lease obligations, stock-based compensation, valuation of common stock, redeemable convertible preferred stock and related redeemable convertible preferred stock warrant, 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. For further information on all of our significant accounting policies, see Note 1 of the accompanying notes to our consolidated financial statements.

Revenue Recognition

Through the fiscal year ended December 31, 2017, in accordance with Accounting Standards Codification, ("ASC"), Topic 605, *Revenue Recognition* ("Topic 605"), we recognized revenue when all of the following conditions were satisfied: (1) there was persuasive evidence of an arrangement; (2) delivery has occurred or the service has been rendered; (3) collectability was reasonably assured; and (4) the selling price or fee was fixed or determinable. We evaluated whether it was appropriate to recognize revenue on a gross or net basis based upon its evaluation of whether it was the primary obligor in a transaction, had inventory risk and had latitude in establishing pricing and selecting suppliers, among other factors.

On January 1, 2018, we adopted Accounting Standards Update No. 2014-09, *Revenue from Contracts with Customers* ("Topic 606"), which supersedes the revenue recognition requirements in Topic 605, using the modified retrospective transition method. We now recognize revenue upon transfer of control of promised products or services to customers in an amount that reflects the consideration we expect to receive in exchange for those products or services. Under the new revenue recognition standard, we apply the following five-step approach: (1) identify the contract with a customer, (2) identify the performance obligations in the contract, (3) determine the transaction price, (4) allocate the transaction price to the performance obligations in the contract, and (5) recognize revenue when a performance obligation is satisfied.

Results for the years ended December 31, 2018 and 2019 and for the nine months ended September 30, 2020 are presented under Topic 606, while the prior year results have not been adjusted and continue to be reported in accordance with our historic accounting under Topic 605. Upon the adoption of Topic 606, we recorded the costs of free products to users and costs of certain refunds as reduction of revenue in the consolidated statements of operations and comprehensive loss. These costs were previously recorded in cost of revenue under Topic 605. There was no adjustment to accumulated deficit on January 1, 2018.

We generate revenue from marketplace and logistics services provided to merchants. Revenue is recognized as we transfer control of promised goods or services to our customers, in an amount that reflects consideration we expect to be entitled to in exchange for those goods or services. We consider both the merchant and the user to be customers. We evaluate whether it is appropriate to recognize revenue on a gross or net basis based upon our evaluation of whether we obtain control of the specified goods or services by considering if it is primarily responsible for fulfillment of the promise, has

inventory risk and has latitude in establishing pricing and selecting suppliers, among other factors. Based on these factors, marketplace revenue is generally recorded on a net basis and logistics revenue is generally recorded on a gross basis. Revenue excludes any amounts collected on behalf of third parties, including indirect taxes.

Marketplace Revenue

We provide a mix of marketplace services to merchants. We provide merchants access to our marketplace where merchants display and sell their products to users. We also provide ProductBoost services to help merchants promote their products within our marketplace.

Marketplace revenue includes commission fees collected in connection with user purchases of the merchants' products. The commission fees vary depending on factors such as user location, demand, product type, and dynamic pricing. We recognize revenue when a user's order is processed and the related order information has been made available to the merchant. Commission fees are recognized net of estimated refunds and chargebacks. Marketplace revenue also includes ProductBoost revenue for displaying a merchant's selected products in preferential locations within our marketplace. We recognize revenue when the merchants' selected products are displayed. We refer to our marketplace revenue, excluding ProductBoost revenue, as our core marketplace revenue.

Logistics Revenue

Our logistics offering for merchants, introduced in 2018, is designed for direct end-to-end single order shipment from a merchant's location to the user. Logistics services include transportation and delivery of the merchant's products to the user. Merchants are required to prepay for logistics services on a per order basis.

We recognize revenue over time as the merchant simultaneously receives and consumes the logistics services benefit as the services are performed. We use an output method of progress based on days in transit as it best depicts our progress toward complete satisfaction of the performance obligation.

Deferred Revenue

Deferred revenue consists of amounts received, primarily related to unsatisfied performance obligations of logistics services, at the end of the period. Due to the short-term duration of contracts, all of the performance obligations will be satisfied in the following reporting period.

Refunds and Chargebacks

Refunds and chargebacks are associated with marketplace revenue. Returns are not material to our business. Estimated refunds and chargebacks are recorded on the consolidated balance sheets as refunds liability. The merchants' share of the refunds are recorded as a reduction to the amount due to merchants. The revenue recognized on transactions subject to refunds and chargebacks is reversed. We estimate future refunds and chargebacks using a model that incorporates historical experience and considering recent business trends and market activity.

Incentive Discount Offers

We provide incentive discount offers to our users to encourage purchases of goods through our marketplace. Such offers include current discount offers of a certain percentage off current purchases, and inducement offers, such as set percentage offers off future purchases subject to a minimum

current purchase. We generally record the related discounts taken as a reduction of revenue when the offer is redeemed. We also offer free products to encourage users to make purchases on our marketplace. The resulting discount is recorded as a reduction of revenue when the offer for free product is redeemed.

Operating Lease Obligations

We lease facilities and data center co-locations in multiple locations under non-cancelable lease agreements through 2025. We determine if an arrangement is a lease at inception. For leases where we are the lessee, ROU assets represent our right to use the underlying asset for the term of the lease and the lease liabilities represent an obligation to make lease payments arising from the lease. Certain lease agreements contain tenant improvement allowances, rent holidays and rent escalation provisions, all of which are considered in determining the ROU assets and lease liabilities. We begin recognizing rent expense when the lessor makes the underlying asset available for use by us. Lease liabilities are recognized at the lease commencement date based on the present value of the future lease payments over the lease term. Lease renewal periods are considered on a lease-by-lease basis in determining the lease term. The interest rate we use to determine the present value of future lease payments is our incremental borrowing rate, which is the estimated rate we would be required to pay for a collateralized borrowing equal to the total lease payments over the term of the lease. We estimate our incremental borrowing rate based on an analysis of publicly-traded debt securities of companies with credit and financial profiles similar to our own. The ROU asset is determined based on the lease liability initially established and adjusted for any prepaid lease payments and any lease incentives received. The lease term to calculate the ROU asset and related lease liability includes options to extend or terminate the lease when it is reasonably certain that we will exercise the option. Certain leases contain variable costs, such as common area maintenance, real estate taxes, or other costs. Variable lease costs are expensed as incurred on the consolidated statements of operations and comprehensive loss.

Stock-Based Compensation

We have granted stock options and RSUs to employees and nonemployees. We measure stock options based on their estimated grant date fair values, which we determine using the Black-Scholes option-pricing model. We record the resulting expense in the consolidated statements of operations and comprehensive loss over the period of service required to vest in the award, which is generally four or five years. We account for forfeitures as they occur.

RSUs that we grant to employees vest upon the satisfaction of both a service condition and a liquidity condition. The service condition for these awards is satisfied over four or five years. The liquidity condition is satisfied upon the occurrence of a qualifying event, defined as a change of control transaction or an IPO. We measure RSUs granted to employees based on the fair market value of its common stock on the grant date. We have not recorded any stock-based compensation expense for RSUs as of September 30, 2020, because a qualifying event has not occurred. If a qualifying event occurs in the future, we will record cumulative stock-based compensation expense using the accelerated attribution method for those RSUs for which the service condition has been satisfied prior to the qualifying event, and we will record the remaining unrecognized stock-based compensation expense over the remainder of the requisite service period. If the qualifying event had occurred on September 30, 2020, we would have recorded cumulative stock-based compensation expense of approximately $355 million for the nine months ended September 30, 2020, and would recognize the remaining $153 million of unrecognized stock-based compensation expense over a weighted-average period of approximately 1.78 years.

Valuation of Common Stock, Redeemable Convertible Preferred Stock, and Redeemable Convertible Preferred Stock Warrant

We determined the fair value of common stock, redeemable convertible preferred stock, and redeemable convertible preferred stock warrant in 2017, 2018, and 2019, and for the nine months ended September 30, 2020 based on the market approach under which our equity value is estimated by applying valuation multiples derived from the observed valuation multiples of comparable public companies to management forecasted financial results.

We used the Probability Weighted Expected Return Method ("PWERM") to allocate our equity value among outstanding common stock, redeemable convertible preferred stock, warrant, and equity awards. We applied the PWERM by first defining the range of potential future liquidity outcomes, such as an IPO, and then allocating its value to outstanding stock, warrant, and equity awards based on the relative probability that each outcome will occur. The valuation and allocation approaches involve the use of estimates, judgments, and assumptions that are highly complex and subjective, such as those regarding expected future revenue, as well as discount rates, valuation multiples, the selection of comparable public companies and the probability of future events. Changes in any or all of these estimates and assumptions, or the relationships between these assumptions, impact our valuation as of each valuation date and may have a material impact on the valuation of our common stock, redeemable convertible preferred stock, and redeemable convertible preferred stock warrant.

Income Taxes

We account for income taxes using the asset and liability method, under which deferred tax liabilities and assets are recognized for the expected future tax consequences of temporary differences between consolidated financial statement carrying amounts and the tax basis of assets and liabilities and net operating loss and tax credit carryforwards. Valuation allowances are established when necessary to reduce deferred tax assets to the amount expected to be realized.

We determine whether it is more likely than not that a tax position will be sustained upon examination. If it is not more likely than not that a position will be sustained, no amount of benefit attributable to the position is recognized. The tax benefit to be recognized for any tax position that meets the more likely than not recognition threshold is calculated as the largest amount that is more than 50% likely of being realized upon resolution of the contingency.

It is our policy to include penalties and interest expense related to income taxes as a component of interest and other income (expense), net as necessary.

Recent Accounting Pronouncements

Refer to Note 2 to our consolidated financial statements included elsewhere in this prospectus for accounting pronouncements recently adopted and recent accounting pronouncements not yet adopted as of the date of this prospectus.

Quantitative and Qualitative Disclosures About Market Risk

We have operations both within the United States and internationally, and we are exposed to market risks in the ordinary course of our business, including the effects of interest rate changes and foreign currency fluctuations. Information relating to quantitative and qualitative disclosures about these market risks is described below.

Interest Rate Sensitivity

Cash, cash equivalents and marketable securities as of December 31, 2019 and September 30, 2020 were held primarily in cash deposits and money market funds. The fair value of our cash, cash equivalents, and investments would not be significantly affected by either an increase or decrease in interest rates due mainly to the short-term nature of these instruments. A 100 basis point increase or decrease in our current interest rates could increase or decrease our interest income by $11 million for the year ended December 31, 2019 and the nine months ended September 30, 2020.

Foreign Currency Risk

Our sales to users are denominated in local currencies, primarily in U.S. dollars and Euros. We believe we have minimal exposure to Euros as we convert Euros into U.S. dollars a few days after receipt. We do pay our merchants in China in Renminbi and that creates an exposure for a short period of time. Fluctuations in foreign currency exchange rates may cause us to recognize transaction gains and losses in our statement of operations. A 10% increase or decrease in current exchange rates could result in additional income or expense of $29 million for the year ended December 31, 2019 and $43 million for the nine months ended September 30, 2020. Beginning in 2020 we began entering into forward contracts to manage a portion of this risk.

Inflation Risk

We do not believe that inflation has had a material effect on our business, financial condition, or results of operations.

BUSINESS

Overview

We launched Wish with a simple mission — to bring an affordable and entertaining mobile shopping experience to billions of consumers around the world. Since our founding in 2010, our vision has been to unlock ecommerce for consumers and merchants, by providing consumers access to a vast selection of affordable products and by providing merchants access to hundreds of millions of consumers globally. We have become one of the largest and fastest growing global ecommerce platforms, connecting more than 100 million monthly active users in over 100 countries to over 500,000 merchants offering approximately 150 million items. Our platform combines technology and data science capabilities, an innovative and discovery-based mobile shopping experience, a comprehensive suite of indispensable merchant services, and a massive scale of users, merchants, and items. This combination has allowed us to become the most downloaded global shopping app for each of the last three years according to a report from Sensor Tower.[19]

We are focused on democratizing mobile commerce by making it affordable and accessible to anyone. The global mobile commerce market was $2.1 trillion in 2019 and is expected to more than double to reach $4.5 trillion by 2024.[20] While ecommerce grew from 3% of global commerce in 2010 to 14% in 2019, ecommerce companies have largely focused on serving affluent consumers by offering branded goods and prioritizing convenience over price. However, 44% of U.S. consumers and 85% of European consumers have a household income of less than $75,000[21] and cannot afford many traditional ecommerce offerings. Additionally, in the emerging economies of Africa, the Middle East, Latin America, and Eastern Europe, where the average household income is approximately $18,000, affordability will be the key element for users shopping online. We believe that the next billion ecommerce customers will be these value-conscious consumers. According to a survey we conducted in 2020 across 2,850 consumers in select countries, approximately 75% of those responding prioritize the price of an item over brand and delivery time. We built Wish to serve these consumers who favor affordability over brand and convenience, and are being underserved by traditional ecommerce platforms.

We are revolutionizing mobile commerce with a user experience that is mobile-first, discovery-based, deeply-personalized and entertaining. Over 90% of our user activity and purchases occur on our mobile app. Our data science capabilities allow us to mirror how consumers have shopped for decades in brick-and-mortar stores by offering a discovery-based shopping experience on a mobile device. Our highly-personalized product feed enables our users to discover products they want to purchase by simply scrolling through our mobile app and browsing. Over 70% of the sales on our platform do not involve a search query and instead come from personalized browsing. Wish users engage with our app in a similar manner to how they engage with social media; scrolling through image-rich, highly-engaging, and interactive content. To enhance user engagement, we incorporate fresh gamified features, rich user-generated content including photos, videos, and reviews, and a wide range of relevant products to make shopping more entertaining. Our differentiated user experience has driven superior engagement with Wish users spending on average over nine minutes per day on our platform during the twelve months ended September 30, 2020.

We also built Wish to empower merchants around the world. Today, most of our merchants are based in China. We initially grew our platform focusing on merchants in China, the world's largest exporter of goods for the last decade,[22] due to these merchants' strength in selling quality products at

19 Sensor Tower, analysis of store intelligence platform data, November 2019.
20 eMarketer, Global eCommerce 2020, June 2020.
21 Euromonitor International Limited, Economies and Consumers, updated August 2020.
22 The World Factbook 2020. Washington, DC: Central Intelligence Agency, 2020.

competitive prices. We continue to expand our merchant base around the world. The number of merchants on our platform in North America, Europe, and Latin America has grown approximately 234% since 2019. In particular, the number of merchants on our platform in the U.S. has grown approximately 268% since 2019. Through our diversified and global merchant base, we are able to offer greater depth and breadth of categories and products. We give our merchants immediate access to our global base of over 100 million monthly active users and a comprehensive suite of indispensable services, including demand generation and engagement, user-generated content creation, data intelligence, promotional and logistics capabilities, and business operations support, all in a cost-efficient manner.

Local brick-and-mortar stores worldwide are struggling to attract consumers and compete in a retail world being transformed by ecommerce and industry consolidation. We launched Wish Local in 2019 to help these merchants increase their online reach and discovery, gain foot traffic, and drive additional sales. Today, we have almost 50,000 Wish Local partners in 50 countries who have signed up to our Sell on Wish feature to upload their in-store inventory on Wish for local pick-up or delivery. Our Wish Local partners also serve as Wish Pickup locations for online Wish orders, which effectively gives us a local warehousing and fulfillment footprint around the world without owning any real estate.

Our scale, combined with our extensive data science capabilities, provides us with a unique competitive advantage and is core to our business operations. We collect, analyze, and utilize data across over 100 million monthly active users, over 500,000 merchants, and approximately 1.8 million items sold per day to improve the shopping experience for users and the selling experience for merchants. Our proprietary algorithms analyze a rich and growing data set of transactions and historical behaviors of both users and merchants to drive continuous optimization on the platform and inform key business decisions on a daily basis. Our data science enables personalization at the individual user level at a massive scale and drives significant advantages across all aspects of our business operations, including user acquisition, user experience, pricing strategies, user-generated content, merchant insights, and user and merchant support. For example, our user acquisition strategies utilize our data science capabilities to make decisions on what to show to whom, when, and through which acquisition channel, with a focus on maximizing our return on marketing investment and user conversion. We also leverage our data and unique insights to extend our platform outside of our core business and drive additional growth opportunities, including new services to merchants and new categories for users.

Our proprietary data and technology also fuel our powerful network effects. As Wish grows, we accumulate more data across user and merchant activities, we strengthen our data advantage, and we create an even better experience for everyone on our platform, which in turn attracts more users and merchants. As more users come to Wish, driven by the affordable value proposition and differentiated shopping experience, we drive more sales to our merchants. Adding more users also reinforces our user-generated feedback loop of ratings, reviews, photos, and videos, which drives greater user engagement. As more merchants succeed on Wish, more merchants join the platform to grow their businesses, broadening our product selection, which in turn improves the user experience. This flywheel effect has driven tremendous value to both users and merchants and has made Wish one of the largest ecommerce marketplaces in the world.

We have experienced substantial growth since our founding in 2010. We grew our revenue from $1.1 billion in 2017 to $1.9 billion in 2019 at a compound annual growth rate of 31% and from $1.3 billion for the nine months ended September 30, 2019 to $1.7 billion for the nine months ended September 30, 2020, an increase of 32%. Our revenue is diversified and global. For the nine months ended September 30, 2020, 82% of our revenue was from marketplace services, 90% of which was from core marketplace revenue, which includes commission fees earned from the sale of products on our marketplace, and 10% of which was from our ProductBoost, and for the nine months ended September 30, 2020, 18% of our revenue was from logistics services, which consist of fees from merchants for services to facilitate shipments.

ProductBoost is an advertising feature by which our merchants can promote their listings within user feeds. In terms of geographic diversification by users, for the nine months ended September 30, 2020, 43% of our core marketplace revenue came from Europe, 42% from North America, 5% from South America, and 10% from the rest of the world. Our growth has been highly capital efficient. We have been able to achieve this massive growth and scale by having net cumulative cash flow from operations of $16 million from January 1, 2017 to September 30, 2020, aided by our positive cash float. In 2019, we generated a net loss of $129 million and Adjusted EBITDA of $(127) million, compared to a net loss of $208 million and Adjusted EBITDA of $(211) million in 2018, and a net loss of $207 million and Adjusted EBITDA of $(135) million in 2017. For the nine months ended September 30, 2020, we generated a net loss of $176 million and Adjusted EBITDA of $(99) million, compared to a net loss of $5 million and Adjusted EBITDA of $(11) million for the nine months ended September 30, 2019. See “Selected Consolidated Financial and Other Data—Non-GAAP Financial Measures” for more information and for a reconciliation of Adjusted EBITDA to net loss, the most directly comparable financial measure calculated and presented in accordance with U.S. GAAP.

Our Market Opportunity

Global ecommerce is a massive and growing market. In 2019, global ecommerce was a $3.4 trillion market expected to nearly double to reach $6.3 trillion by 2024. Excluding China, the global ecommerce market was $1.6 trillion in 2019 and is expected to grow to $2.7 trillion by 2024.[23] Within ecommerce, mobile is the clear dominant force, comprising 63% of global ecommerce in 2019, and is expected to grow to 71% by 2024.[24] While the market is large and rapidly growing, modern ecommerce has not evolved to fit the expectations and affordability needs of the global population.

Billions of Value-Conscious Consumers Are Underserved

Value-conscious consumers represent a large and growing portion of the global consumer population, and they have been historically underserved by traditional ecommerce. For this segment of the global population, price is often the single most important determinant when making a purchase. Forty-four percent of U.S. consumers and 85% of European consumers have a household income of less than $75,000,[25] and we estimate that there are over 1 billion households with income of less than $75,000 around the world, excluding China and India. Additionally, in the emerging economies of Africa, the Middle East, Latin America, and Eastern Europe, where the average household income is approximately $18,000, affordability will be the key element for users shopping online for the first time. We believe that the next billion ecommerce customers will be these value-conscious consumers.

This value-conscious population has significant and highly resilient buying power which can be evidenced by the success of discount retailers. While traditional brick-and-mortar retail continues to face challenges, discount retailers remain resilient as bargain-hunting consumers continue to shop at value-focused stores. Between 2019 and 2021, the number of variety store retailer locations in the U.S. is expected to increase.[26] Despite their sizable presence, these discount retailers have achieved limited success in moving their low-price point business models online.

Traditional Ecommerce Does Not Meet Evolving Consumer Behavior

Discovery is a foundational aspect of the brick-and-mortar shopping experience. Shopping in store allows consumers to browse and discover new products that they want, driving many consumers

23 eMarketer, Global eCommerce 2020, June 2020.
24 eMarketer, Global eCommerce, 2020.
25 Euromonitor International Limited, Economies and Consumers, updated August 2020.
26 Euromonitor International Limited, Retailing 2020 edition, published July 2020.

to purchase items beyond their planned purchases. This type of navigational browsing often creates purchase intent for new products. A study conducted in 2019 by First Insight, a provider of data analytics for the retail industry, found that 89% of women and 78% of men who visit physical stores frequently add additional items to their cart beyond their identified need.[27] However, the largest ecommerce companies in the world were created on desktop, and their consumer experiences are predominantly search-driven rather than discovery-based. When porting that search-driven experience to mobile, consumers can shop for what they know they need, but struggle to browse, engage, and discover new products. On average, people spend 3 hours per day[28] on their mobile device, primarily on social and video mobile apps.[29] As consumers spend more and more of their time on mobile, they expect visually rich, engaging, and personalized experiences. Mobile has become an effective platform for discovery in other verticals outside of ecommerce such as social media, gaming, music, and video, but we believe that online shopping has lagged in offering mobile discovery.

Merchants Around the World Lack Access to Global Consumers

Ecommerce represents a massive opportunity for global merchants, but they often struggle to access and serve global ecommerce consumers. IDC estimates that there are approximately 348 million SMBs around the world as of 2019,[30] and the success of these businesses is imperative to local, national, and global economies. SMBs make up over 90% of all enterprises globally and employ over 50% of the global workforce.[31] Despite their scale and economic power collectively, individual SMBs are often challenged, as evidenced by approximately 20% of U.S. SMBs failing in their first year and approximately 50% failing after five years in business, according to 2019 data.[32] For merchants around the world to grow their businesses, the ability to reach and target consumers at scale is critical.

Merchants Lack Technology-Driven Tools to Operate Their Businesses

Many merchants lack the tools to operate their businesses efficiently, including expertise and resources to acquire users, shipping and logistics platform, payment capabilities, access to credit, effective user support, and comprehensive data insights. For example, based on an independent survey, almost half (45%) of SMBs in the United States have reported a lack of any online presence, demonstrating challenges these merchants face in running their businesses in an increasingly digital world.[33]

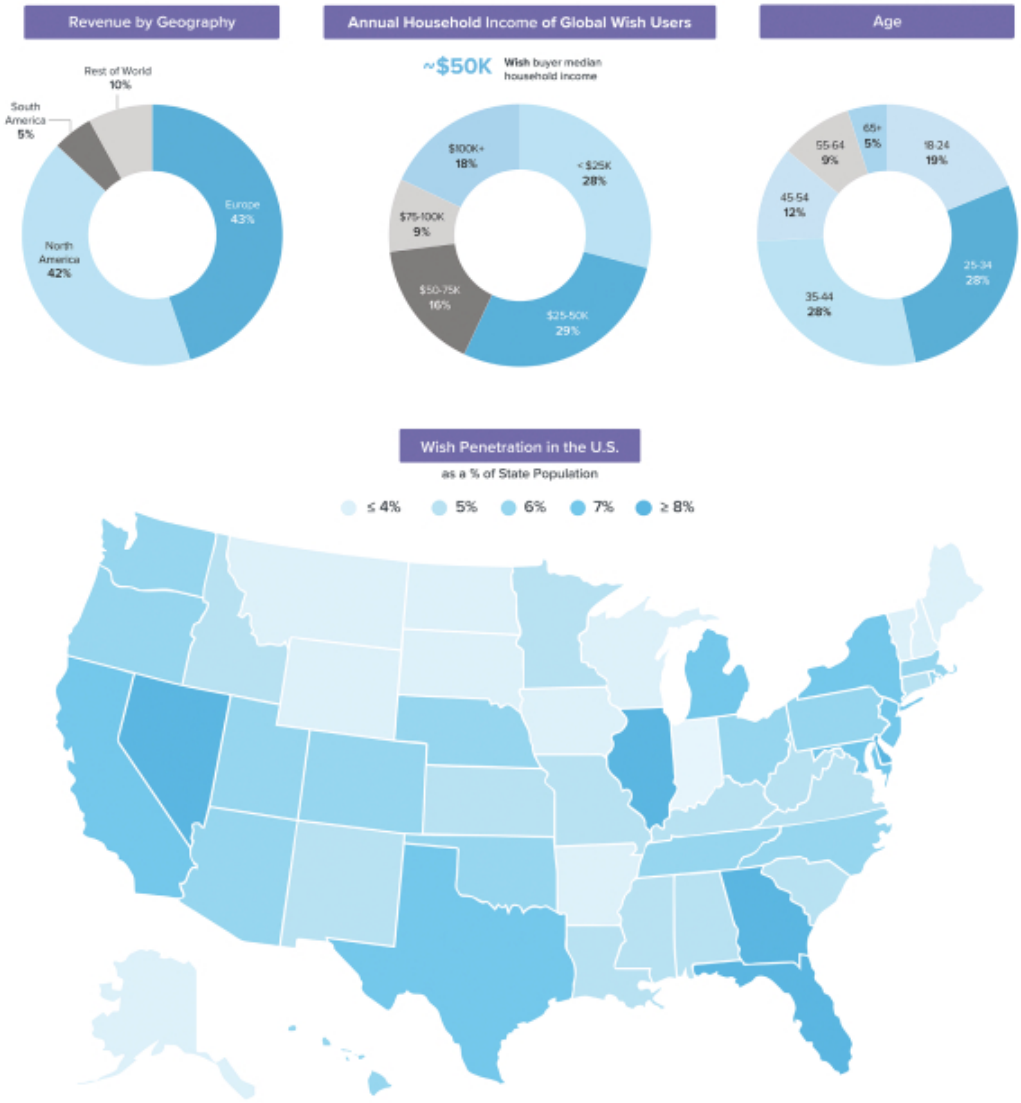
27 First Insight, The State of Consumer Spending, March 2019.
28 eMarketer, US Mobile Time Spent 2020, June 2020.
29 eMarketer, US Mobile Time Spent 2020, June 2020.
30 IDC, Understanding the Needs of the Global Small and Medium-Sized Business Market, US46393020, May 2020.
31 United Nations Conference on Trade and Development, The International Day of Micro, Small and Medium Enterprises (MSMEs), June 2020.
32 Small Business Administration (SBA) Office of Advocacy, Frequently Asked Questions, 2018.
33 CNBC, Small Business Survey, 2017, updated May 2019.

The Wish Platform

Our global ecommerce platform connects over 100 million monthly active users in over 100 countries to over 500,000 global merchants. We seek to democratize ecommerce by making the Wish platform affordable, open, and accessible to all users and merchants worldwide. We do this through our relentless focus on product, technology, and data science. For our users, we are revolutionizing the mobile shopping experience by making it affordable, personalized, and entertaining. For our merchants, we offer immediate, cost-efficient access to our global user base, scaled data, and technology platform, as well as a comprehensive suite of indispensable services to help run their businesses and drive sales. To serve our global and diversified user and merchant base, we approach our platform development with a specific geographic focus, tailoring key features to solve for the needs of that locality, and enabling an authentic, localized experience.

Value Proposition to Wish Users

Today, we serve more than 100 million monthly active users and more than 67 million annual buyers. Our users are global and diverse, representing a wide range of age demographics and household incomes. Forty-three percent of our users are millennials and the median household income of our users is approximately $50,000, as of August 2020 based on our survey.



We have democratized ecommerce by making it:

- **Affordable.** Price is the single most important determinant when making a purchase for a substantial portion of the global population, and we aim to serve the affordability needs of these consumers. According to our survey of 2,850 consumers in select countries, approximately 75% of those responding prioritize the price of an item over brand and delivery time. Additionally, 95% of the survey participants who shop on Wish stated that they find items on Wish to be at a discount to branded alternatives. The merchants on our platform offer primarily unbranded products that can be discounted in excess of 85% as compared to branded alternatives across a number of categories, such as wireless ear buds and air fryers. For

example, based on our internal research, the average price of the top 20 wireless ear buds sold on Wish is approximately $20, compared to the online retail average price of a select set of recognized branded alternatives of approximately $165, and the average price of the top 20 air fryers sold on Wish is approximately $85, compared to approximately $173 on average for a select set of recognized branded alternatives.[34] We have a number of policies which, in combination with our robust user-generated content, promote higher quality merchants and products on our platform. This allows us to offer a vast selection of high-quality items at competitive prices, a value proposition that attracts more than 100 million monthly active users to our platform.

- **Accessible.** Making Wish open and accessible to everyone is core to our strategy. Within ecommerce, mobile is the clear dominant force, comprising 63% of global ecommerce in 2019, and is expected to grow to 71% by 2024.[35] We built Wish to be mobile-first so any consumer around the world can easily access our shopping platform on a mobile device. We also do not have membership fees, understanding that millions of consumers are value-conscious and/or would not be able to afford such fees.
- **Everywhere**. Since our founding we have continuously expanded our global footprint, with the result that we have users in over 100 countries today. To better serve our global user base, we localize various features on our online platform and tailored our experience to each respective market through, for example, making it accessible in 40 different languages and providing country-specific payment methods. This localization improves the engagement of our large, diverse user base, in addition to connecting our users with our online merchants, through the launch of Wish Local in 2019, we started connecting users with local brick-and-mortar stores. Wish Local allows our users to shop online and also stop by our almost 50,000 Wish Local partner stores to pick up products that they purchase through our online platform. Our users can support their local businesses through increased foot traffic, which drives additional sales.

We have re-invented the online shopping experience to be:

- **Mobile-First.** Wish was built for mobile. Our application is deliberately designed to be image-rich, with minimal search input or text-based interactions. Over 90% of our user activity and purchases occur on our mobile app.
- **Discovery-Based.** Our mobile shopping experience mirrors how consumers have shopped for decades in brick-and-mortar stores. Our platform is designed to make it easy to navigate a vast selection of products when users do not have a specific item or brand in mind. On average, our users see over 500 distinct products across many different categories on a daily basis. Unlike other ecommerce platforms where consumers often visit with a predetermined purchase intent on specific items, our navigational and entertaining shopping experience gives us the ability to create purchase intent in our users across a diverse set of products and categories. Over 70% of the sales on our platform do not involve a search query and instead come from personalized browsing.
- **Personalized.** No two users' Wish interfaces and product feeds look the same. Utilizing big data technology, we enable customization on a massive scale. We deliver personalized and curated products to our users and help them discover desired products quickly. Our goal is to create an experience that is responsive to our users' preferences so that the products that they see are relevant to them. As a result, over 65% of our users click on a product detail page from the main feed. Every single one of our more than 100 million monthly active users

[34] Screening criteria for these products sold on Wish includes the top selling unbranded items (based on total sales) sold on Wish achieving an average rating of 4.0 out of 5.0 stars or higher from our users.

[35] eMarketer, Global eCommerce, 2020.

receives a unique experience tailored to their individual user profiles, history and other contextual data in our data engine. Our focus on personalization has resulted in improving engagement and monetization.

- **Entertaining.** We have transformed the user experience to make shopping on Wish as engaging and entertaining as browsing social media. For example, the product assortment on the user's feed is a source of entertainment as this personalized feed allows the user to scroll through and explore a wide range of relevant products. In addition, our Blitz Buy feature engages users to spin a wheel in the app and creates a sense of exclusivity by generating a once-a-day sale on a limited number of extra discounted products. By incorporating interactive and social features, we increase the length and frequency of a user's sessions and drive increased engagement. Wish users spent on average over nine minutes per day on our platform during the twelve months ended September 30, 2020.

Value Proposition to Wish Merchants

We built Wish to empower merchants around the world. Today, we serve more than 500,000 merchants and we partner with almost 50,000 Wish Local stores in 50 countries. Some of our merchants sell exclusively online, others from their brick-and-mortar stores, and some sell both online and offline through their stores.

Accessible and Cost Efficient Ecommerce Platform. We give our merchants immediate access to our global base of over 100 million monthly active users and a comprehensive suite of indispensable services in a cost-efficient manner to help them run their businesses and grow sales. Most of our merchants sell unbranded goods, while approximately 80% of U.S. retail is estimated to be branded.[36] Merchants selling unbranded goods have historically been underserved and lacked effective, direct access to a scaled global user base. In order to make our platform accessible to every merchant globally, we do not charge any monthly subscription fees, nor do we require deposits. Merchants pay us only when we have helped them generate a sale. Through our merchant platform, we seek to empower these highly capable merchants offering quality products at compelling values and unlock this supply of goods to consumers globally.

In addition, we give our merchants the following indispensable services:

Demand Generation and Engagement

- **Global Reach for Online Merchants.** Wish gives merchants immediate access to over 100 million monthly active users across more than 100 countries, with a significant user footprint in the U.S. and Europe. We help our merchants reach these users in a highly targeted and cost-efficient manner. Our global reach is supported by our proprietary logistics platform which enables reliable and affordable delivery to users around the world.
- **Digital Presence for Brick-and-Mortar Stores.** Through Wish Local, we partner with a global network of local brick-and-mortar stores and provide them with access to our global online user base and help enable online discovery of their stores and products. Wish Local stores can sign up to our Sell on Wish feature to upload their in-store inventory on Wish for local pick-up or delivery. They can also serve as Wish Pickup locations for online Wish orders. These features help Wish Local stores drive additional foot traffic and increase sales.

[36] eMarketer, US Private Label vs. Branded Retail Sales Share of CPG Products, by Channel, March 2019, March 2018, and August 2019.

- **Promotion.** Wish merchants can amplify their reach and sales by utilizing our native advertising tool, ProductBoost. Merchants can select which products they would like to advertise and create a campaign for them including setting a budget and timeline to display the ad. We utilize data science to optimize placement of the product on a user's feed, target users who have a higher propensity to engage with our platform and buy from our merchants, and maximize the merchant's return on ad spend. In addition, for products that receive exceptional buyer feedback, we offer our merchants the opportunity to earn Verified by Wish badges, which are shown to users and increase the visibility of the product on our platform.

User-Generated Content Creation. User-generated content, in particular, authentic, localized content, can meaningfully improve user engagement and increase purchases of products on our platform. Our value-conscious users rely on user-generated content such as reviews, ratings, photos, and videos in local languages, rather than brand recognition, when making purchase decisions. In the first nine months of 2020, our users contributed approximately 85 million product ratings and 72 million store ratings as well as approximately 10.5 million images and 1.9 million videos. Our user-generated content repository also contains guides and how-to's that can add instructional value to our product listings. This makes the content on our platform an important source of trust and quality for our largely unbranded product selection. Our data science prioritizes items with favorable reviews, higher ratings and shipping history, connecting buyers with high-quality merchants and enhancing both the user and merchant experience.

Data Intelligence

- **Data Insight.** We provide our merchants a comprehensive data set to run their businesses through the Wish Merchant Dashboard. This dashboard of key valuable metrics and analytics helps our merchants monitor and improve their performance in terms of total impressions, overall sales, product assortment, service quality, fulfillment, shipping needs, and refunds, among others. These data insights help our merchants drive more sales on Wish.
- **Revenue Impact.** Our proprietary, state-of-the-art data science capabilities are designed to display products to users who are most likely to buy them, in turn driving more revenue to merchants. We take into account a variety of factors, including our users' demographics and past purchase behaviors, to ensure that merchants reach the most relevant population of users.

Logistics

- **Shipping Logistics.** With ongoing changes to global postal regulations and increases in cross-border sales volume, logistics has become paramount for small merchants to succeed in ecommerce. We facilitated the shipment of over 640 million items during the twelve months ended September 30, 2020 to buyers across more than 100 countries. To support this immense volume, we have built and continue to invest in our robust global logistics platform. We have developed a number of logistics programs including WishPost, Export Processing Center ("EPC"), A+, Fulfillment by Wish ("FBW"), and Fulfillment by Store ("FBS"). We have also established relationships with national postal networks and formed partnerships with third-party carriers to provide a set of reliable cross-border logistics solutions at competitive costs for our merchants. We believe that ensuring a consistent delivery experience for our users increases value to our merchants by boosting sales volumes and minimizing returns.

  Given the UPU's recent postal rate reform and overall increasing logistics costs globally, particularly costs related to ChinaPost services, we have invested in new logistics offerings and related technology and data science to further diversify our logistics operations. The percentage of packages shipped through our proprietary logistics platform has grown

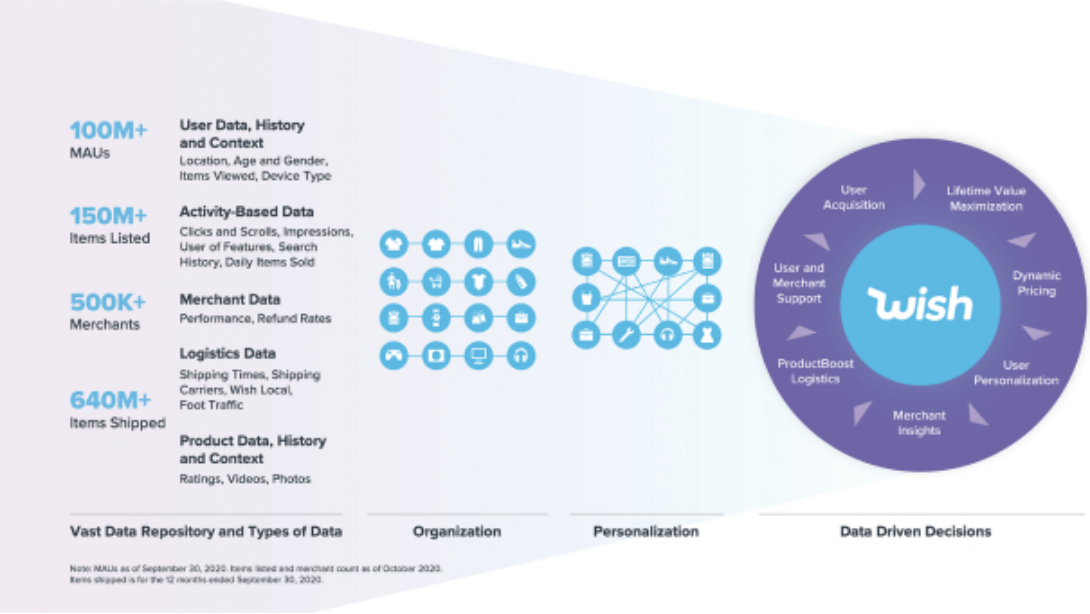
substantially from 0% in 2016 to over 90% in 2020. Of this volume, we perform all logistic services on behalf of our merchants for approximately 50% of the packages. For the remaining 50%, merchants can choose the carrier and the desired service level based on what is available on our logistics platform. In July 2020, the U.S. was granted permission from the UPU members to set its own inbound postage rates, subject to certain caps, which led to higher postage rates for cross-border shipments. Despite this development, based on our diversified logistics offering, we were able to continue operations seamlessly.

- **Wish Local Pick-Up.** Through our Wish Local partnerships, we enable our online merchants to send their inventory to our almost 50,000 partner pick-up locations in close proximity to users to allow for quicker, localized pickup**.** These Wish Local stores effectively give us a local warehousing and fulfillment footprint around the world without owning any real estate. Pick-up enables faster fulfillment as well as additional savings for our users. We believe that additional fulfillment options and savings to users increase conversion and sales to our merchants.

Business Operations

- **Optimization Tools, Services, and Education.** We provide tools, services, and ongoing education to our merchant base to help them improve their business operations and drive greater success. At onboarding, we equip new merchants with resources and best practices to help them list their products, launch their stores, and upload, manage, and edit product listings. We also provide ongoing education and seminars for our merchants on broader topics relating to merchandising, logistics, and ecommerce, among others, to further promote merchant success.
- **International Compliance.** Wish assists merchants with local compliance requirements globally. For example, Wish has a tax engine that helps merchants comply with local tax requirements.
- **Payment Processing.** Wish optimizes global payment acceptance, installment payments and fraud prevention on behalf of our users and merchants by leveraging numerous third-party Payment Service Providers. We work with a broad network of regional and local payment providers and customize currency on our app to ensure optimal engagement locally.
- **Early Payment Program.** We provide an early payment program to our merchants where we accelerate payment to select qualified merchants by leveraging our data on merchants' sales activities on our platform, consumer reviews, shipping times, and inventory values, among others.
- **User Support.** Our largely outsourced global user support team offers localized support in over 20 languages, and handles user inquiries at all stages of the shopping experience. Hundreds of agents assist users with questions regarding delivery, item particulars, and payment and checkout. The team also focuses on ensuring quality interactions, supporting users through social media, training new agents, and processing vendor escalations. In 2018, we launched the Wish Support Bot, an automated user support platform to supplement our team of agents, further increasing operational efficiency and quality of user support. From January to July 2020, our Wish Support Bot has been responsible for resolving over 65% of inbound support requests. As the user experience remains our primary focus, we will continue to expand and improve the user support platform.
- **Merchant Support.** We offer our merchants with 24x7 support so they can fully leverage our merchant platform. In many geographies, we have native language support and can support over 20 languages.

Data Science



Our technology and data science capabilities drive all aspects of our business. Our data advantage comes from our rich and growing data set of historical and recent user and merchant behaviors and transactions, and deep understanding of our more than 100 million monthly active users, over 500,000 merchants, and approximately 1.8 million items sold per day. All of this feeds into a proprietary data science algorithm that we continuously optimize for more intelligent insights and decision making.

Key examples of how we use data science to drive our business include:

- **User Acquisition:** We have extensive experience and have invested heavily in cost-effective, data-driven digital marketing and user acquisition strategies. We use a diverse range of social media channels and other online channels to market to potential Wish users. Additionally, our massive scale has resulted in significant growth in our organic reach which supplements our paid marketing efforts. We leverage the power of our proprietary data to make decisions on what to show to whom, when, and through which acquisition channel, with a focus on maximizing our return on marketing investment and conversion. We also design innovative marketing programs that help increase brand awareness by targeting people who have a higher propensity to engage with our platform and buy from our merchants.
- **Lifetime Value Maximization:** We are intently focused on maximizing lifetime value ("LTV") of our users and optimizing the initial user acquisition investment. Data science plays a critical role in achieving this goal as it informs key decisions we make on a continuous basis including an estimation of potential long-term value of an individual user, a group of users as well as specific countries. This determines how we allocate marketing investment across different users, marketing channels, and geographies, and drives our user acquisition and re-engagement strategies as well as longer-term investment priorities.
- **Dynamic Pricing:** We utilize our data to dynamically vary prices across products to optimize conversion as well as our margin. Given the wide array of unbranded items available on Wish,

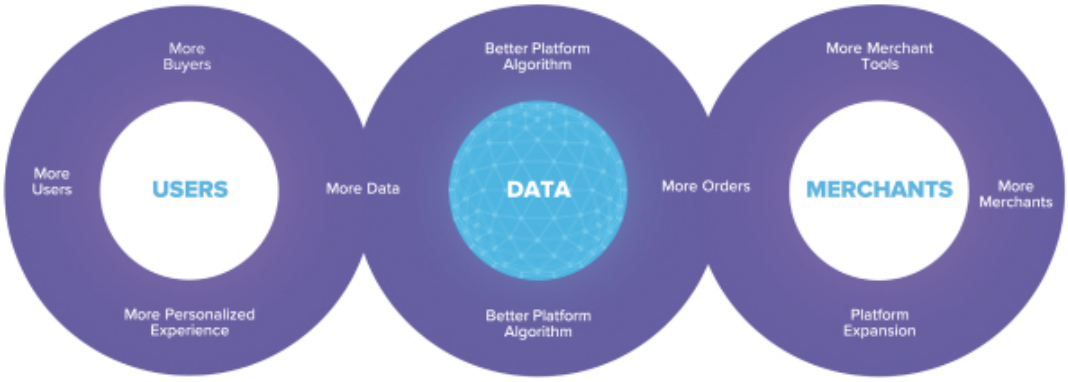
we can easily substitute products in our discovery-based shopping environment. This type of shopping environment is well suited to gauge user demand and conduct price discovery on a global level as well as on an individual user level. We take into account characteristics of the product and the user to estimate price sensitivity and vary pricing to achieve a margin target at the user and basket level, as opposed to on individual items. Our users typically buy multiple items in a single transaction, which allows us to use low cost items to maximize conversion while still optimizing basket-level margin. Price variability and constant changes on our platform also create a sense of urgency and add to the gamification element.

- **User Personalization:** We leverage our data science and technology to place the right product in front of the right user at the right time and at the right price. Our proprietary algorithms utilize a rich and growing data set of historical and recent user behaviors that includes browsing data, past transactions, reviews, and preferences noted on Wish, to display only the most relevant and personalized content. This data-driven approach enables efficient and enjoyable navigation and discovery on a mobile screen, creates purchase intent across a diverse set of products, and increases conversion to sales. For every 100 user sessions on our platform, an average of approximately 40 items get added to cart.
- **User-Generated Content:** Our platform offers mostly unbranded goods today. Our value-conscious users rely on user-generated content such as reviews, ratings, photos, and videos, rather than brand recognition, when making purchase decisions. This makes the user-generated content on our platform an important source of trust and quality for our largely unbranded product selection. Our data science prioritizes items with favorable reviews, higher ratings and shipping history, connecting buyers with high-quality merchants and enhancing both the user and merchant experience.
- **Merchant Insights:** Our platform includes a merchant dashboard with built-in analytics to help merchants sell more products and track their performance. Our data capabilities help merchants better understand user behavior and preferences, enabling them to operate more intelligently and efficiently. We give our merchants access to their products' sales, impressions, refund ratios, ratings, and reviews, as well as insight into their products' shipping performance including time to door. We regularly rank merchants based on their performance related to user experience and policy compliance. Merchants with high rankings receive greater product impressions, eligibility for faster payment, as well as discounted access to our native advertising tool ProductBoost.
- **ProductBoost:** ProductBoost is our native advertising tool for merchants, which helps them promote their products. Approximately 30% of our merchants used ProductBoost in 2020 to date. Merchants can select which products they would like to advertise and create a campaign for them including setting a budget and timeline to display the ad. Merchants receive various key metrics that track the performance of their Boosted products, including return on ad spend, number of impressions, and number of conversions. We utilize data science to optimize placement of the product on a user's feed, target users who have a higher propensity to engage with our platform and buy from our merchants, and maximize the merchant's return on ad spend.
- **Logistics:** We leverage data science to power our logistics platform and continuously improve our logistics offering to our merchants. We combine this global network with data science to improve transparency and logistics operational efficiency for our merchants, while also aiming at reducing shipping time and improving delivery reliability for our buyers.
- **User and Merchant Support:** We use data to understand what a user or merchant is likely to need help with in order to improve the quality of support and maximize cost efficiency of providing such support. Utilizing our vast data set drives efficiency for us by allowing us to track various success metrics including spend per ticket, resolution rates, and user and merchant satisfaction scores.

Our Network Effects

Our platform benefits from powerful network effects, fueled by our proprietary data and technology. We collect, analyze, and utilize data across our over 100 million monthly active users, over 500,000 merchants, and approximately 1.8 million items sold per day to improve the shopping experience for users and the selling experience for merchants. Our proprietary algorithms analyze a rich and growing data set of transactions and historical behaviors of both users and merchants to drive continuous optimization on the platform and inform key business decisions on a daily basis. Our data science enables personalization at the individual user level at a massive scale and drives significant advantages across all aspects of our business operations, including user acquisition, user experience, pricing strategies, user-generated content, merchant insights, and user and merchant support.

As Wish grows, we accumulate more data across user and merchant activities, we strengthen our data advantage, and we create an even better experience for everyone on our platform, which in turn attracts more users and merchants. As more users come to Wish, driven by the affordable value proposition and differentiated shopping experience, we drive more sales to our merchants. Adding more users also reinforces our user-generated feedback loop of ratings, reviews, photos, and videos, which drives greater user engagement. As more merchants succeed on Wish, more merchants join the platform and grow their businesses with Wish, broadening our product selection which in turn improves the user experience. This flywheel effect has driven tremendous value to both users and merchants and made Wish one of the largest ecommerce marketplaces in the world.



Our Growth Strategy

We leverage our data and unique insights on merchants and users to extend our platform outside of our core business and drive additional growth opportunities. Our data science capabilities are a unique advantage and core to the operations of our business.

Grow Our Base of Users

- **Continue to Acquire New Users.** We are focused on growing our user base around the world. We currently serve users in over 100 countries. We estimate that there are over 1 billion households with income of less than $75,000 around the world, excluding China and India. We intend to grow our user base by cost effectively reaching new users through a combination of data-driven and targeted advertising campaigns, word of mouth and other marketing efforts, as well as increasing our brand awareness.

- **Drive User Conversion.** We have over 12 million monthly active buyers[37] and over 100 million monthly active users on the platform. We will continue to drive greater user engagement and convert more active users on our platform to become active buyers by utilizing our data science and introducing more interactive and entertaining features.
- **Drive Profitable Lifetime Value from Existing Users.** We will continue to improve the engagement and monetization of our users on our platform to maximize their lifetime value. We plan to achieve this goal using a number of strategies. We will use our data science to drive personalization of our platform, so that we can continue to offer a differentiated mobile shopping experience and continue to drive higher user engagement. We will also continue to offer deeply discounted promotions, including LQD, and an overall gamified experience that further incentivizes users to make a purchase. In addition, we will promote robust, user-generated content which will continue to serve as a source of trust and quality for our largely unbranded product selection. We will also seek to continuously improve our ease of use by investing in our user support and logistics platform to enable faster deliveries and localization of our platform, ensuring optimal engagement by our global user base.
- **Expand Geographically.** We will continue to expand our global footprint and enter new geographies and acquire new users in those markets. In particular, countries in Africa, Latin America, and Eastern Europe are key growth markets with large and growing populations as well as a significant portion of the population with lower average household incomes. Within these markets, the proliferation of consumer mobile use and improvements in internet infrastructure will help us establish and grow our business. In addition, our investments in our own logistics network will help us achieve better breadth and density of coverage in our newer regions and countries, enabling a better user experience and localized, high-quality delivery and customer service.

Grow Our Base of Merchants and Offerings

- **Diversify Our Merchant Base and Expand Product Categories.** As we grow and diversify our merchant base, we partner with other merchant platforms, such as PayPal, ShipStation, and PlentyMarkets, to acquire additional merchants outside of China and expand our geographic reach and diversity across the merchant base. In 2019, four out of the top 10 selling merchants on our platform were located in the United States selling refurbished electronics, beauty products, and hobby items, which illustrates the ongoing diversification of our merchant base and product categories. We will continue to expand product selection to provide more diversified products at competitive price points to our users.
- **Broaden Merchant Services.** We intend to add additional services to help our merchants grow their businesses and sell more on Wish. These services include educational content and resources as well as tools enabling merchants to promote their products in a variety of ways both on and off the Wish platform, efficiently manage working capital, and fulfill and ship their orders. For example, we have recently expanded our native advertising tool ProductBoost by launching two products – MaxBoost, which enables additional product impressions outside of Wish including on social media platforms, and IntenseBoost, which provides increased product impressions in a shorter period of time.
- **Expand Logistics Platform.** We plan to continue to expand our logistics platform and optimize our proprietary logistics programs. Through strategic partnerships with selected regional postal networks and commercial logistics partners, we aim to become an integrated part of the cross-border logistics value chain with our own logistics services. We intend to leverage our own dedicated channels that we developed to provide faster and more reliable

[37] Based on available internal data from January 2020 to September 2020.

delivery to our buyers. Given the recent changes to the Universal Postal Union Treaty and overall increasing logistics costs globally, particularly costs related to ChinaPost services, we have invested in new logistics offerings and related data science to further diversify our logistics operations. The percentage of packages shipped through our proprietary logistics platform has grown substantially from 0% in 2016 to over 90% in 2020. Of this volume, we perform all logistic services on behalf of our merchants for approximately 50% of the packages. For the remaining 50%, merchants can choose the carrier and the desired service level based on what is available on our logistics platform. By investing in logistics, we will also help our merchants reach a larger and more global user base and increase demand for their products. We believe that ensuring a consistent delivery experience for our users increases value to our merchants by boosting sales volumes and minimizing returns. We are also exploring the opportunity to open up our logistics programs to merchants outside of Wish.

- **Grow Our Wish Local Offering.** We will continue to expand our Wish Local program to drive both online and offline commerce. Through the Sell on Wish feature, Wish Local enables local brick-and-mortar stores to digitize their storefronts by uploading their in-store inventory on our platform and selling to our global user base. These stores in turn give us access to a local warehousing and fulfillment footprint at almost 50,000 stores around the world by serving as Wish Pickup locations for online Wish orders. Over time, we will expand our offerings to Wish Local stores and grow our footprint by leveraging our digital marketing expertise as well as partnerships with small business platforms to identify and onboard new Wish Local stores.

Continue to Innovate and Extend Our Platform

- **Monetize Brick-and-Mortar Stores.** We are still in the early stages of building out and monetizing our Wish Local offering. We do not currently charge our Wish Local stores for any incremental traffic or revenue that we help bring to their store. As we continue to grow our Wish Local program, we plan to explore different ways in which we can further enhance our value proposition and monetize our offering, whether in the form of additional traffic or sales to the store.
- **Add New Product Categories.** We plan to continue to diversify product categories and service offerings on Wish. We believe a more comprehensive catalog on our platform will drive superior user engagement. First, as our Wish Local footprint continues to grow, we see an opportunity to expand CPG offerings sold through our Wish Local stores. Many of our Wish Local stores carry CPG products which they can list on our platform through Sell on Wish feature, and the location of Wish Local stores within the community makes this option attractive for CPG products. Second, we aim to expand our platform to include in-person services offered through our Wish Local stores, such as salon, repair, tailor, and event planning. We believe expansion into in-person services will drive increased foot traffic, recurring visits, and increased sales to our merchants. Lastly, we are also expanding our offerings to include affordable brands and off-price branded inventory given the significant consumer demand. Products such as branded refurbished electronics, closeout branded apparel, and off-price branded beauty are some of the most popular categories on our platform. We believe that a larger selection of affordable, branded items will increase Wish's appeal to both new and existing users.
- **Expand to New Advertising Partners.** Historically, the majority of the advertising on our platform has comprised of our merchants advertising their products by promoting their listings within user feeds. Relatedly, we see a significant opportunity to connect other types of advertisers to our over 100 million monthly active users around the world as we believe our user base presents a diverse and global audience for advertisers across many end markets beyond ecommerce, including financial services, subscription services, and travel. We help these advertisers target individual users using our data science and can support

advertisements that show up digitally within a user's scrolling feed, natively among user-generated content as well as physical advertisements that can be inserted into our shipments. Leveraging our scale and data science, we plan to continue to expand our advertising partners.

- **Grow First-Party Sales.** We leverage the data across our platform to identify key selling trends and consumer preferences to source branded and unbranded inventory directly from manufacturers and sell on our platform. For these direct sales, we act as the principal and owner of the inventory, and for some, we develop and sell under our own private brand. While this revenue is a modest amount today, we will continue to experiment with and optimize first-party sales including our private label strategy.
- **Open Our Commerce Platform to Additional Businesses.** Over time, we plan to open the Wish commerce platform and capabilities to additional businesses. We believe we have been able to attract some of the best engineering talent and have developed best-in-class capabilities across data science, digital performance marketing, logistics, and others functions that support the Wish platform. These capabilities address some of the most enduring challenges that many businesses – both within ecommerce and beyond – face today. We see a significant opportunity in providing access to these capabilities to additional businesses not currently on the Wish platform. For example, we plan to offer access to our logistics offering to any merchant who engages in ecommerce and wants a reliable, affordable, and global shipping solution. Similarly, we plan to offer our digital performance marketing solutions to any advertiser, regardless of their vertical or end market.

Our Platform Offerings and Features

We have developed a powerful two-sided marketplace that drives significant value to both users and merchants. By connecting our users directly to the merchants who directly source their products, we can offer a vast selection of high-quality items at competitive prices.

For Our Users

We designed the Wish platform to be affordable and entertaining by providing relevant products that are determined through data science and personalization. Over 65% of our users click on a product detail page from the main feed, and over 70% of the sales on our platform do not involve a search query and instead come from personalized browsing. Our mobile app and website make it easy for our users to browse and discover new products they want to purchase.

We are focused on enhancing user experience and driving conversion through the use of data. The user experience begins on our main feed, where users scroll through, and the products displayed are determined by our growing repository of historical and recent user behaviors. The relevancy of products displayed is gauged by the number of scrolls and new page downloads by a particular user. Similarly, the appearance of specific app features are tailored to individual users and guided by their prior engagement with and response to such features. The app features that we tailor to individual users include feed banners, feed collection tiles, ordering of top level categories, highlighting of features such as Blitz Buy and Referral Rewards, pricing, notifications outside of the app, and payment options.

We also customize currency and language of our app by region to ensure optimal engagement locally. We enable features on our online platform to be viewed in 40 different languages, which improves engagement of our large, diverse user base.

In order to optimize user conversion, we track user product journey–starting with the time spent on the main feed, followed by the number of detailed product page views, the addition of product to cart, and ultimately check-out. We continue to improve the user experience on the Wish app to drive continued improvements in user conversion.

The following products help us to provide a seamless experience for our users across our platform.

Affordability and Accessibility

Pricing. The merchants on our platform offer primarily unbranded products that can be discounted in excess of 85% as compared to branded alternatives across a number of categories, such as wireless ear buds and air fryers. For example, based on our internal research, the average price of the top 20 wireless ear buds sold on Wish is approximately $20, compared to the online retail average price of a select set of recognized branded alternatives of approximately $165, and the average price of the top 20 air fryers sold on Wish is approximately $85, compared to approximately $173 on average for a select set of recognized branded alternatives.[38] Additionally, competition within our merchant base to generate sales keeps price points for items low. We also leverage data science to help our users find attractive value, and we ingest signals and data from user engagement with specific products and advertisements on our platform in order to dynamically determine the most optimal price for the individual user.

Pay Later. Through our Pay Later program eligible users can defer payment of portions of the purchase price for up to 30 days. Pay Later does not include any fees or interest and makes many products more affordable for our users.

Wish Cash. Users can also build their Wish Cash balances by getting rewards through the application in various ways including referring friends to make a purchase on Wish. Users can in turn use their Wish Cash balance to make purchases, as well as get refunds faster than waiting for traditional banking delays. In some countries such as the United States, users are also able to use cash deposits at certain Wish Local partner stores to pay for items on Wish without needing a credit card or traditional online form of payment.

Add to Cart Offer. Add to Cart Offer unlocks discounts as users browse and put items into their carts, which gamifies the shopping experience with surprise offers.

Promotions. Through weekly promotional events and promo codes, users can receive significant savings off of our already value-driven pricing.

Wish Local Product Pick-Up. Our almost 50,000 Wish Local partners around the world serve as Wish Pickup locations for online Wish orders, providing an additional mode of fulfillment and enabling additional savings for our users. Users can select to have products they purchase shipped to one of our Wish Local stores for a pick-up and save on average of over 25%. For items that are already available in our Wish Local store and do not require shipping, users can save even more, on average of over 55%, for selecting pick-up.

Rewards. Users can not only earn reward points on Wish by making purchases but also by taking various actions throughout the application. Submitting a review or uploading a photo or video can add to a user's reward points balance. These reward points can be redeemed for discounts on future orders. Periodically, we may include other offers in the reward redemption such as items that are purchasable directly with reward points.

[38] Screening criteria for these products sold on Wish includes the top selling unbranded items (based on total sales) sold on Wish achieving an average rating of 4.0 out of 5.0 stars or higher from our users.

In-App User Support. Our largely outsourced global user support team offers localized support in over 20 languages, and handles user inquiries at all stages of the shopping experience. Hundreds of agents assist users with questions regarding delivery, item particulars, and payment and checkout. Users can exchange messages 24x7 with Wish's support assistant to immediately solve item and delivery issues. We also provide support to users to help identify product listings that infringe on intellectual property and take prompt action against accounts known to sell counterfeit listings.

Feedback and User-Generated Content. With millions of product ratings, store ratings, images, and videos uploaded monthly, users are able to make informed purchase decisions. To encourage users to continue to leave feedback, Wish prompts them to review their purchases immediately upon receipt, such that easy information gets submitted first and any incremental images or videos can be contributed later. As additional incentive, users receive reward points for contributing images and videos. In the first nine months of 2020, our users contributed approximately 85 million product ratings and 72 million store ratings as well as approximately 10.5 million images and 1.9 million videos.

Entertainment

In addition to making Wish affordable and accessible to all, we have built in features that make our platform entertaining to users. Our testing of gamified features against passive discount codes has demonstrated higher engagement and greater conversion, and we continue to enhance and refine these features in order to keep users engaged. The following features gamify our platform while further incentivizing users to transact.

Blitz Buy. Our Blitz Buy feature offers once a day sales on a selection of extra discounted products. Users can spin a wheel to find out the number of products that will be in their daily Blitz Buy selection.

Daily Login Bonus. With our daily bonus feature, users receive a stamp for every day they visit the Wish app. If users acquire seven stamps within a one-month period, they receive an offer for up to 50% off a future order. During the nine months ended September 30, 2020, approximately 21% of our active users received an offer, and approximately 12% applied that discount in a subsequent purchase.

Limited Quantity Deals. Our LQD feature offers users deals throughout the day pricing higher cost items at under a dollar for a limited time only. The first user who successfully pays for and completes the transaction gets the item. This risk-free gamification mechanism drives engagement on the platform with approximately 30% increase in unique users initiating a transaction in any given day. The feature also drives higher user engagement and approximately 5% increase in daily spend on non-LQD items.

Add to Cart Offer. Add to Cart Offer unlocks discounts as users browse and put items into their carts, which gamifies the shopping experience with surprise offers.

Periodic Sales. Users are offered personalized sale events on a periodic basis. The available offer and the duration of the offer have elements of gamification added to them by requiring the user to claim a code or take an action before revealing their final discount amount. Users are made aware of the sale event when they open the app, creating a sense of excitement that they stumbled upon an opportunity to save even more.

Community TV. To help our users get a more entertaining and dynamic experience with our platform, we built the Community TV section to highlight the vast amount of video content created by our community. This section offers an alternate way to browse highly relevant and entertaining content.

Referral Program. We built our referral program to help our users get rewarded for their efforts to grow our user base. Users have the ability to earn up to $100 of Wish Cash by inviting friends to the platform who ultimately make a purchase. Periodic increases to this amount may appear, incentivizing users to continue to refer friends.

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Trygve V.

LOCATION
Gjettum, Norway

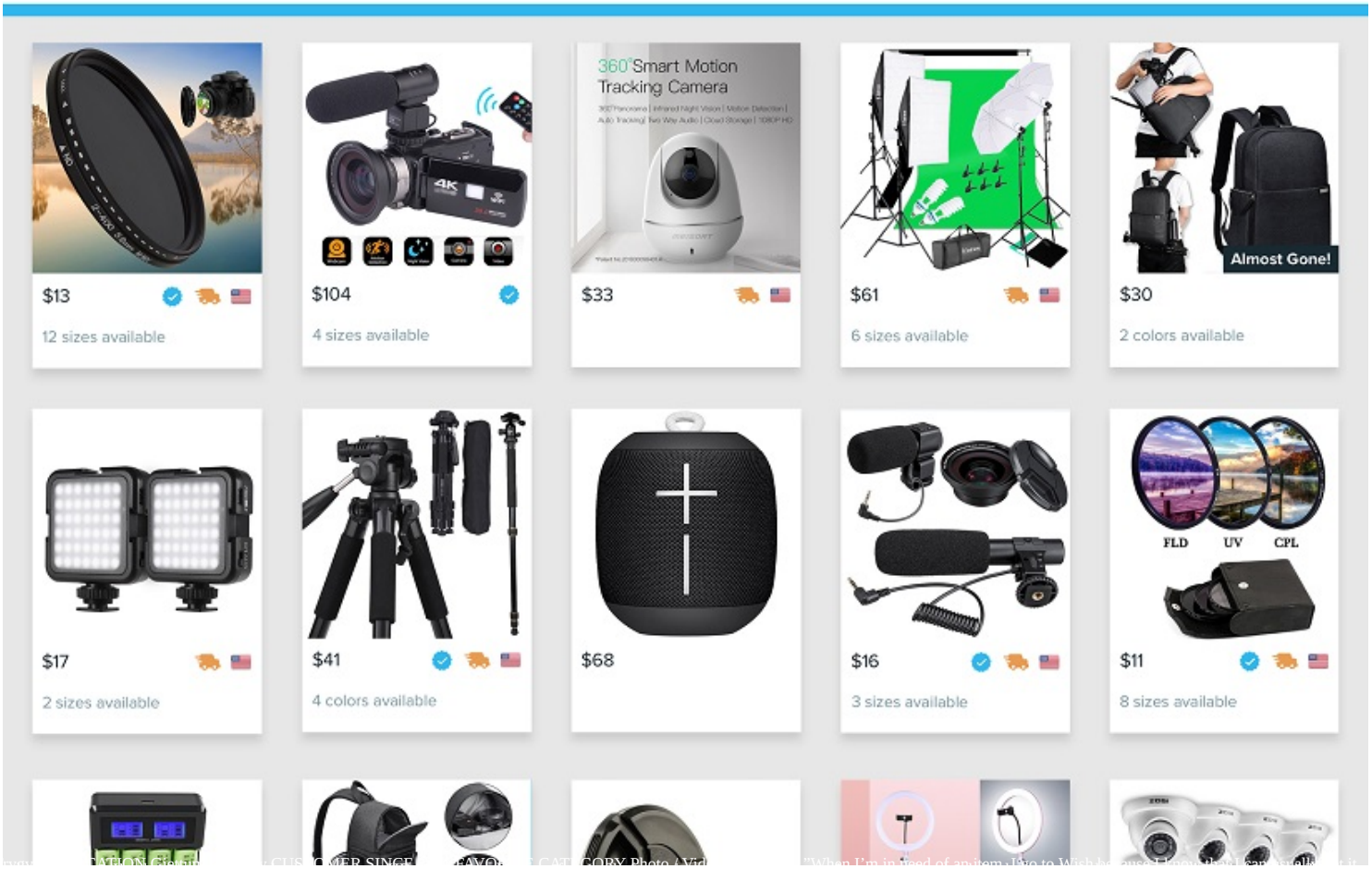
CUSTOMER SINCE
2016

FAVORITE CATEGORY
Photo / Video Equipment

> "When I'm in need of an item, I go to Wish because I know that I can usually get it for half the price. I've bought different color lenses for my HD action cam that I use frequently for various light reflections underwater and on land that help with sunlight to capture good pictures."

Trygve works as a Preschool and Kindergarten teacher in the Bærum municipality. He purchases mostly gadgets and accessories for his home. He shops on Wish because he would rather wait 2 to 4 weeks to receive an item for a fraction of the price than pay full price for the same product in retail stores.

wish



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Francesco P.

LOCATION
Gonnosfanadiga, Italy

CUSTOMER SINCE
2017

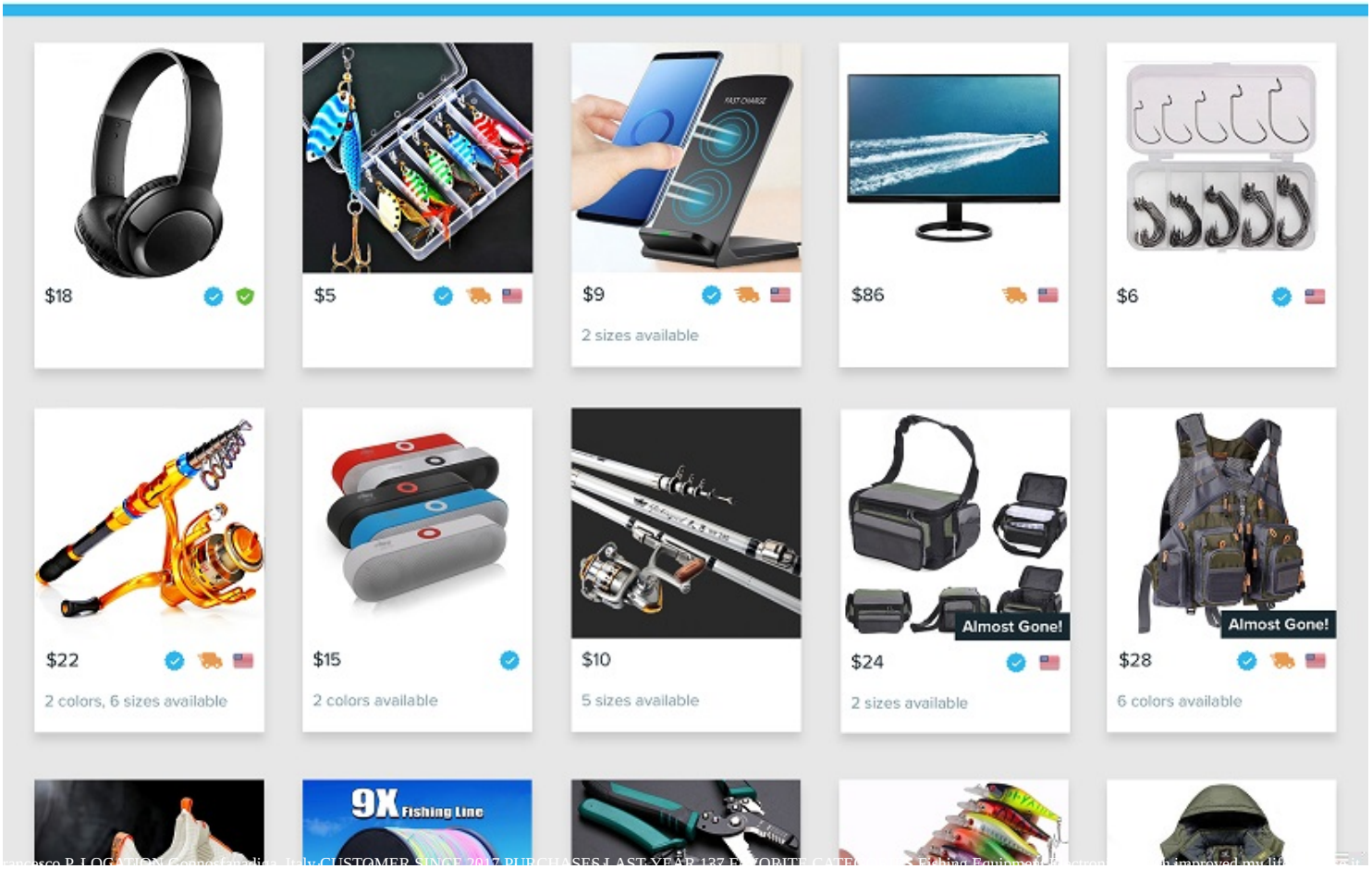
PURCHASES LAST YEAR
137

FAVORITE CATEGORIES
Fishing Equipment
Electronics

"Wish improved my life because it broke down the physical barriers that were stopping me from accessing shops in my wheelchair, since I could not go shopping around and there is not much variety near me. Wish is a portal that allows me to plan a gift or to buy something for my studio."

Francesco is physically disabled and depends on a wheelchair for his mobility. His disability makes it really hard for him to physically shop in stores. Between working as a professor and spending time with his wife and two children, he has little time to go shopping in stores. Wish provides him the convenience of shopping for affordable products for his entire family online.

wish



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"When we first started planning the wedding, Wish was the first stop that came to our minds. Wish was crucial for us because the prices were just right."

Susanne & Cristoffer

LOCATION
Tierp, Sweden

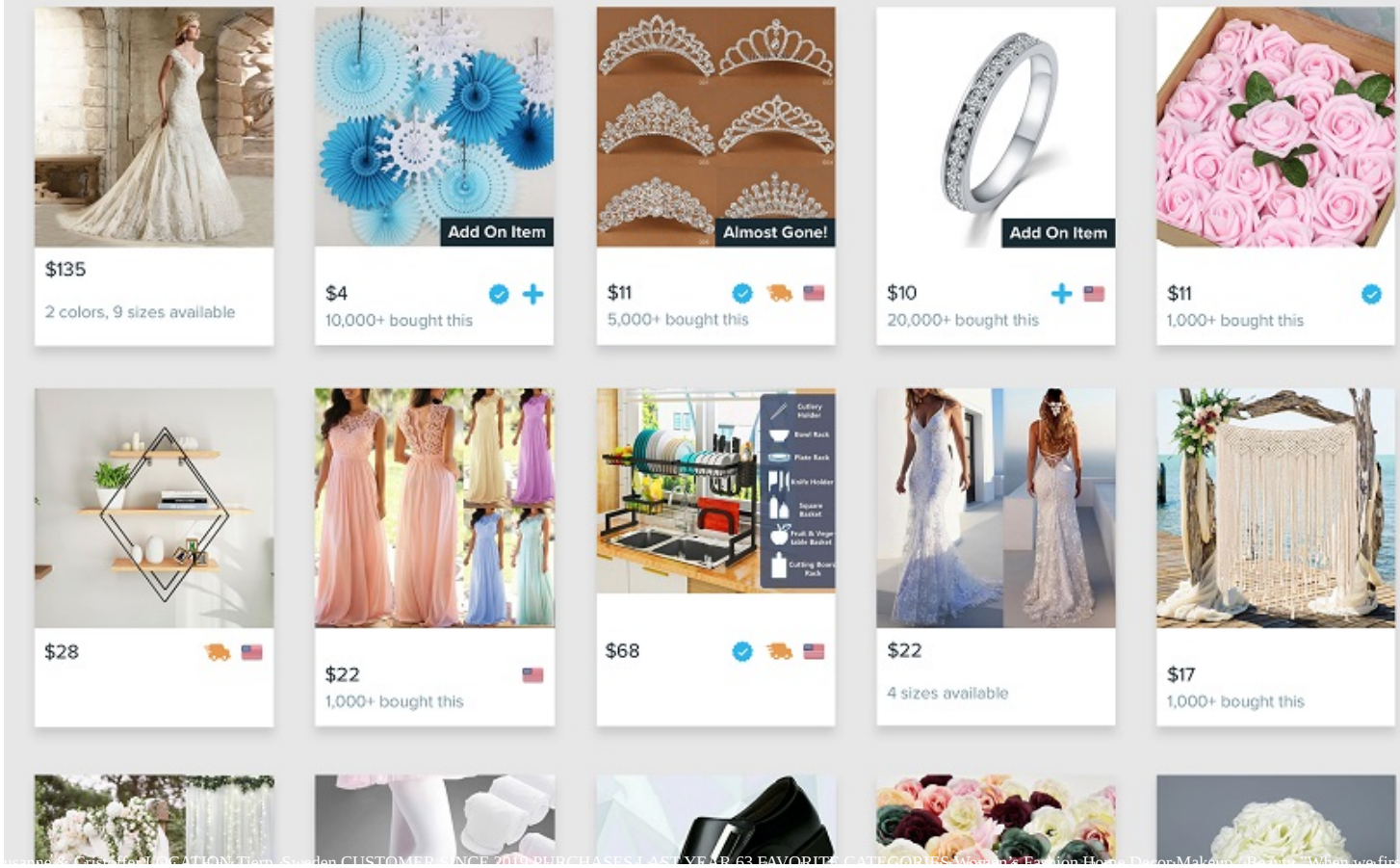
CUSTOMER SINCE
2019

PURCHASES LAST YEAR
63

FAVORITE CATEGORIES
Women's Fashion
Home Decor
Makeup / Beauty

In 2019, Susanne and Cristoffer began wedding planning, and without hesitation, turned to Wish for their wedding needs. From the wedding dress to table decorations, Wish supplied everything they needed to have their dream wedding without sacrificing quality. **"When I found my wedding dress on Wish, I checked out the reviews and all the people who bought it said they loved it and so did I!"**

wish



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Karla C.

LOCATION
Bellflower, California

CUSTOMER SINCE
2017

PURCHASES LAST YEAR
40

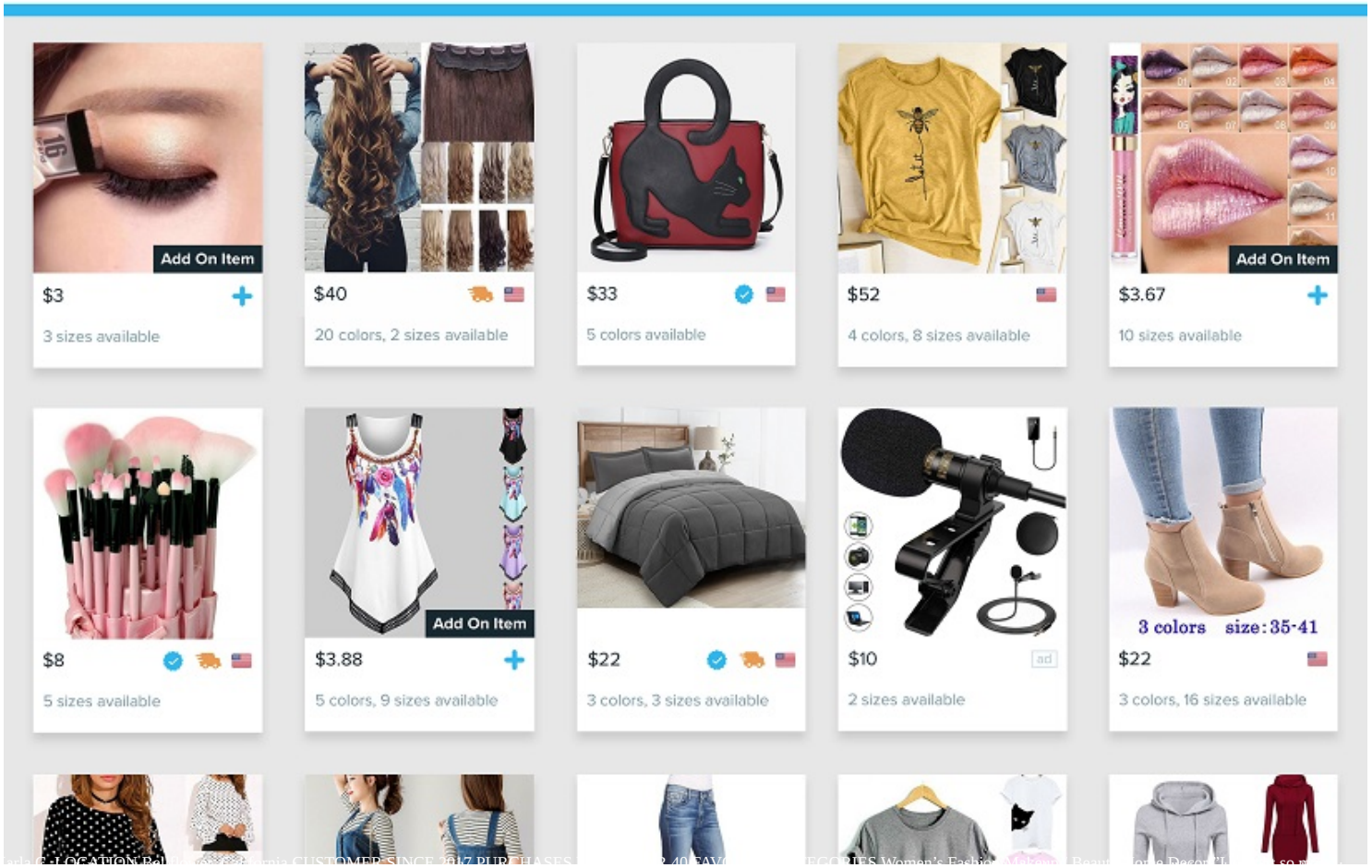
FAVORITE CATEGORIES
Women's Fashion
Makeup / Beauty
Home Decor

> "I bought so many things from Wish including the microphone that I use to record my videos. After I got my microphone, more companies were reaching out to me. Wish helped me get more jobs."

Karla is an up-and-coming social media influencer who showcases her makeup and hair styles on her YouTube and Facebook channels.

During the day, Karla works as a full-time marketer for a Spanish-language record label and hosts her bilingual beauty YouTube channel on the weekends.

wish



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Israel V.

LOCATION
Mexico City, Mexico

CUSTOMER SINCE
2016

PURCHASES LAST YEAR
46

FAVORITE CATEGORIES
Car Accessories
Tools
Electronics / Gadgets

> **"What I like most about Wish is the customer support. Wish makes my life easier with its good prices and novelties as it allows me to acquire products before the rest of the people in my country get access to them. Wish allows me to stand out professionally from the rest of my field."**

Israel is self-employed. He loves shopping on Wish because of the affordability of its products as well as the breadth of categories available. Israel is passionate about cars and regularly purchases replacement parts, cleaning supplies and tools. The discovery-based nature of the platform allows him to find new products at incredible discounts.

wish

$40

$16

3 colors, 2 sizes available

$14

2 colors available

$8

2 colors, 4 sizes available

$5

$13

$293

10+ bought this

$36

3 colors, 3 sizes available

$42

$16

2 colors, 2 sizes available

For Our Merchants

Our Platform. Our online marketplace provides merchants immediate and direct access to users all around the world serving as a highly effective demand generation engine. Merchants have the unique ability to bypass retailers or other intermediaries and sell directly to a global consumer base. In addition, our platform seamlessly integrates with third-party partners (such as ERP and channel systems) to ensure efficient execution and enable a unified view of the merchant's business. We also manage all sales processing and support logistics so that our merchants can focus on their core business and selling rather than operational details.

Data Analytics. We provide metrics and analytics to help our merchants understand store performance, shipping and refund metrics. Our dashboard displays data including sales, impressions, refund ratios, ratings, and reviews, as well as insight into their product's shipping performance including time to door. Visual trends of various metrics help assess historical performance.

Promotions. We have designed innovative programs such as Wish Express, ProductBoost, Trusted Store and Verified by Wish to help merchants promote their products within our platform and increase sales.

- *Wish Express.* This program allows merchants who can deliver the product quickly to designate that product as "Wish Express." Such products will be noted with the Wish Express logo of an orange truck on the product listing page and will also be listed in Wish Express dedicated sections in the app.
- *ProductBoost.* This is Wish's native advertising tool that allows merchants to pay a fee to move their products higher up within the product rankings if they are relevant to Wish users and increase product impressions and sales. As part of our ProductBoost tool, we have rolled out MaxBoost, which enables additional product impressions outside of Wish including on social media platforms, and IntenseBoost, which provides increased product impressions in a shorter period of time at a higher spend.
- *Merchant Standing*. This program allows merchants with good delivery performance and high product quality to access additional tools and benefits. Our merchants are ranked and assigned a category – platinum, gold or silver – based on user experience and policy compliance. The highest-ranked merchants are eligible for incremental impressions on new products.
- *Verified by Wish.* For products that receive exceptional buyer feedback, we offer our merchants the opportunity to earn Verified by Wish badges, which are shown to users and increase the visibility of the product on our platform.

Payments. Wish supports its merchants with a variety of local payment providers. We have also designed an incentive program, where for orders that meet qualifications related to delivery compliance, merchants are provided early payment. Our payment processing optimization and financial services provide our merchants with access to more value-conscious consumers who often use credit for their purchases.

Logistics. We facilitated shipment of over 640 million items globally during the twelve months ended September 30, 2020 via a robust global logistics platform developed internally for our Wish merchants as well as our third-party logistics partners. We have built a number of proprietary logistics service programs aimed at reducing cost and operational friction associated with cross-border fulfillment for our merchant base. Our logistics platform and programs comprise the following:

- *WishPost*. This is our proprietary logistics engine designed for direct end-to-end single order shipment from a merchant's warehouse to an end-user. It aggregates over 20 China-based carriers and hundreds of logistics service levels from which our merchants can choose. Our

merchants often connect their own ERP systems with WishPost and select corresponding service levels for their cross-border fulfillment needs.

- *Export Processing Center ("EPC")*. This is a program created based on our own proprietary consolidation algorithm that we use to combine different orders from different or the same merchants to send in one single parcel to the user for her multiple orders. This program allows Wish to take advantage of a higher combined starting weight for better cost and performance efficiency with improved user experience, which in turn benefits our merchants with lower refund rates and better logistics costing structure.
- *A+*. As we began to develop our own expertise in cross-border logistics, we designed an A+ program that we implement in chosen destination countries. Through close partnerships with logistics and warehousing operations vendors around the world, we are able to assume the end-to-end logistics responsibilities ranging from first mile collection from merchants, to warehousing operations where EPC or WishPost-like activities take place, and ultimately to last mile delivery. With our volume advantage, we negotiate competitive cross-border, last mile pricings from participating partners to complete delivery. Through our A+ program, we are able to ensure improved delivery performance for our end users in A+ designated countries. Our merchants are also able to take advantage of a lowered logistics pricing at the improved service levels.
- *Fulfillment by Wish ("FBW").* This is a forward deployment and fulfillment program that our merchants can opt into, in which they can ship their inventory based on our recommendation engine selection to our warehouse partners in advance. Our warehouse partners will take care of order fulfillment including pick, pack, and ship. When merchants opt into the FBW program, their FBW-eligible listings by default earn the Wish Express badge. Wish Express items often enjoy higher prices, better conversion and faster payment from Wish.
- *Fulfillment by Store ("FBS").* This program enables our online merchants to fulfill their products in local offline stores, increasing both the online and offline exposure and sales of their products. Based on forecasting data and insights, Wish strategically recommends certain high-potential products for merchants to select from for FBS. After merchants ship selected products to FBW warehouses, some or all of them will be available for sale in stores in high demand areas across North America and Europe. This means that the inventory is not only stored in our FBW warehouses, but also in our Wish Local partner stores around North America and Europe in close proximity to users. Merchants simply ship their selected inventory to the chosen FBW warehouses, and the warehouses will take care of order fulfillment (pick, pack, and ship) including selecting and sending inventory to offline stores across the globe.

Wish Local Offering. Through Wish Local, we partner with a global network of local brick-and-mortar stores and provide them with access to our global online users and help enable online discovery of their stores and products. We identify zip and postal codes of interest based on where our uses are clustered and acquire merchants predominantly through Facebook ads. Wish Local partners can sign up to utilize the Sell on Wish feature, which allows them to upload their in-store inventory on our platform for immediate access to our global base of over 100 million monthly active users. Wish Local stores can also serve as Wish Pickup locations for online Wish orders, which drive additional foot traffic and increase sales.

Intellectual Property Guidelines. We have a strict policy against intellectual property infringement and counterfeits. To help advance that policy, our Merchant Terms Of Service and Agreement and various merchant policies explicitly prohibit the sale of items that violate third-party rights. These terms and policies also make clear that violations may result in the issuance of penalties, the withholding of amounts otherwise due to the merchants, or the suspension of accounts or other actions against merchants. We also provide merchants on our platform with a suite of resources

explaining these terms and policies, and we enforce these terms and policies through a combination of software tools, artificial intelligence, and human analysis.

We also have a robust online notice-and-takedown reporting process that any rights owner may use when it detects a violation of its intellectual property rights. This process requires, among other things, that the rights owner identify the type of intellectual property violation it would like to report, such as copyright, trademark, counterfeit, patent, EU community design, or right of publicity, provide its contact information, describe the nature of the intellectual property concern, upload any relevant documents supporting the rights holders' claim, identify where on our platform it has encountered violations of its rights, and then submit a declaration affirming that the information is accurate. When we learn that such reports have been submitted, a team of dedicated employees reviews the reports, confirms the rights holders have provided all necessary information, and then removes items from our platform as needed.

In addition to the online notice-and-takedown reporting process, we separately have created and offer a voluntary brand partner program that allows brand owners to accelerate the takedown-request process, and gives them tools to view and report infringing items and review historical takedown requests. More than 1,500 brand owners currently participate in the brand partner program, including some of the world's most well-known brands.

Moreover, we routinely partner directly with intellectual property rights holders to assist in their own enforcement efforts. This partnership includes live training sessions with representatives from the rights owners and our internal team, formal and informal information sharing between the rights holders and Wish, and continued partnership and communication as new or different issues arise. This partnership has been effective in helping us assess potential intellectual property violations that are brought to our attention, and having infringing items removed from our platform.

Tax Compliance. Wish has a tax engine that assists merchants with local tax requirements compliance.

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VMInnovations

Seller since May 2017

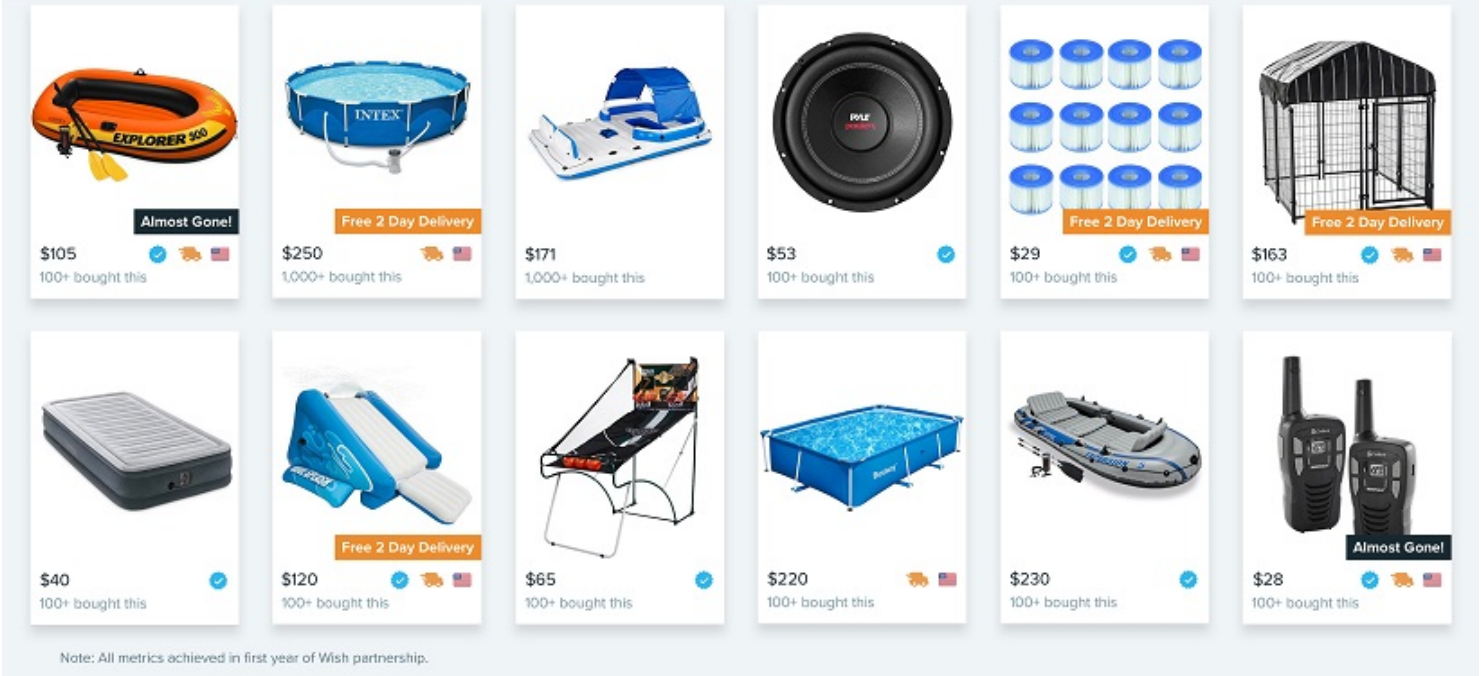
4.6	423%	494%	400%
120,244 Ratings	Increase in Unique Buyers	Increase in Sales	Increase in Impressions

> **Our partnership with Wish has helped us grow over 70% in the last year. Wish is truly unlike any other marketplace. The assortment and shopping behaviors are so unique, which allows us to test new programs and expand our assortment for the channel in a very targeted and deliberate way.**
>
> - **Megan Potts,** Marketplace Manager

VMInnovations is an ecommerce growth partner for brands and a reliable inventory partner for their channels. Since they started using Wish in May 2017, they have experienced rapid growth. They have since adopted a number of Wish offerings, such as ProductBoost, brand tagging, and two-day shipping.

VMInnovations currently offers a competitive assortment of over 650 brands and Wish enables them to place their products in front of the right customers in an efficient manner, which has resulted in increased conversion and rapid growth. They intend on growing their deep partnership with Wish and adopting more offerings as they scale.

Latest Reviews



Note: All metrics achieved in first year of Wish partnership.

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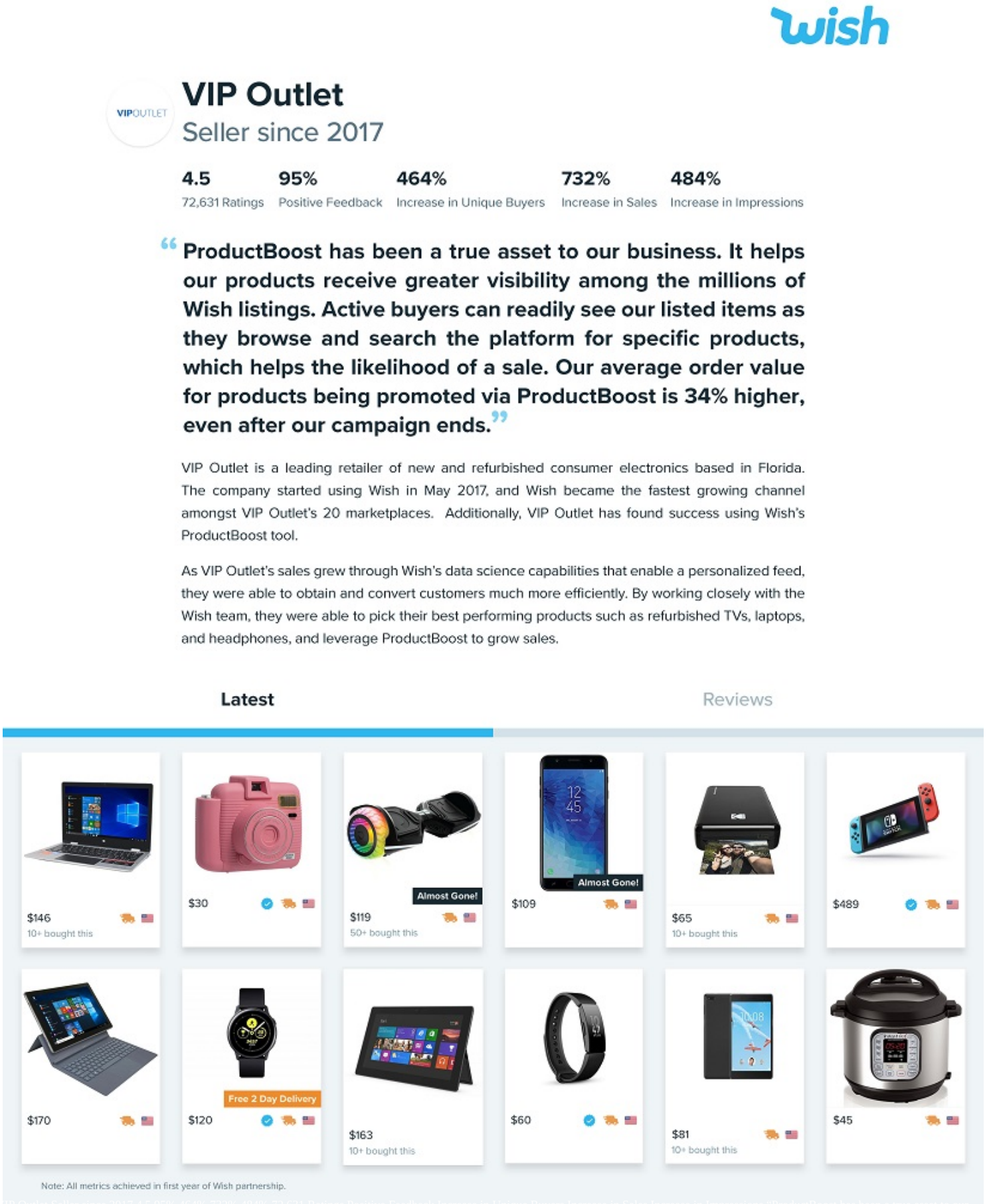

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wish

Keaworld

Seller since 2020

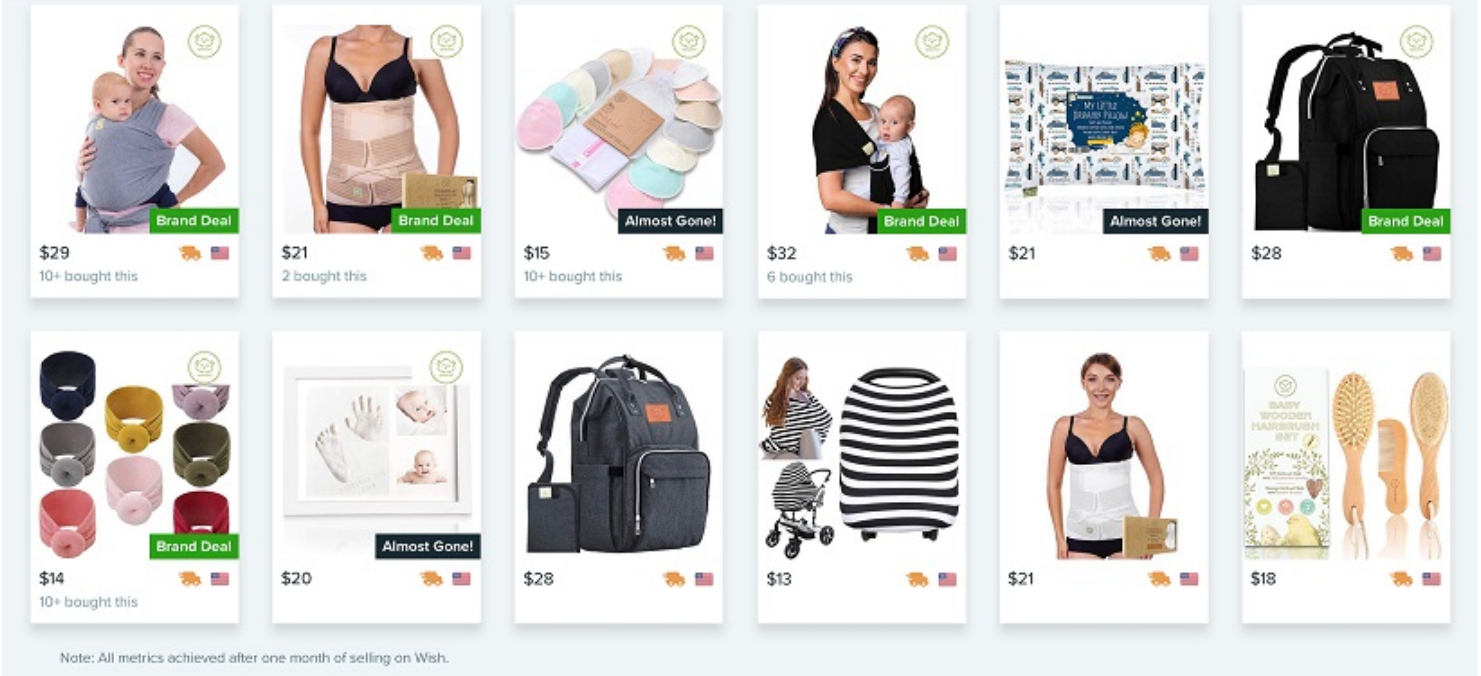
4.6	96%	143%	56%	69%
151 Ratings	Positive Feedback	Increase in Unique Buyers	Increase in Sales	Increase in Impressions

> **Through selling on Wish, we have been able to reach more customers and increase our brand awareness to the Wish customer base. We have seen a 3x increase in sales after using Wish Express to gain more trust with our Wish customers with regards to delivery times. ProductBoost has allowed us to gain more visibility and product impressions to reach more customers, increasing our sales 5x!**

Keaworld was founded in 2016 with the mission of becoming the #1 Trusted Family Brand. They produce and sell high quality items made for modern parents. Each item is made of carefully selected materials and crafted with care. The company began their partnership with Wish in late 2019.

Keaworld believes in their products and strives to reach the broadest audience possible. Wish has enabled this. After partnering with Wish, Keaworld has grown rapidly, instantly reaching a global customer base. Wish products, such as Wish Express and ProductBoost have further increased brand recognition, helping Keaworld achieve their mission.

Latest Reviews



Note: All metrics achieved after one month of selling on Wish.

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wish

Zhejiang Zibuyu Electronic Commerce

Seller since 2015

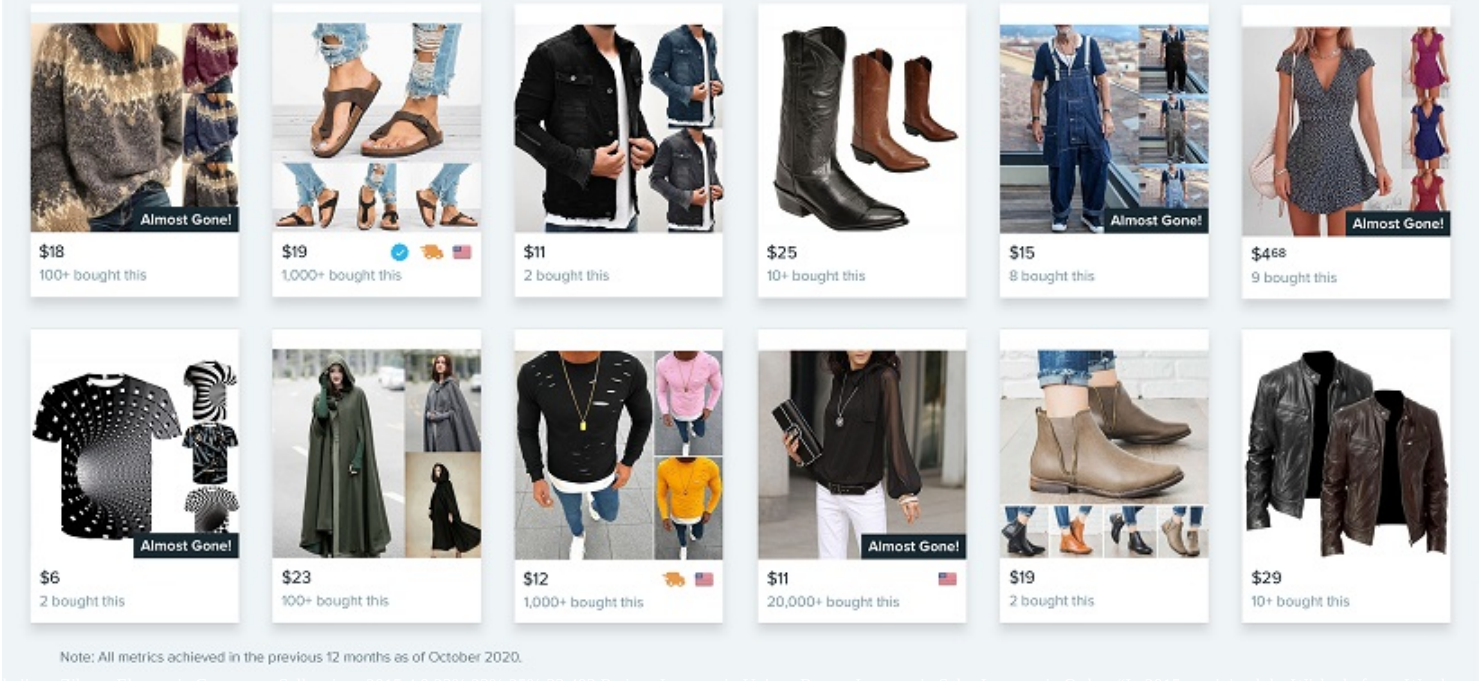
4.0	23%	23%	25%
33,403 Ratings	Increase in Unique Buyers	Increase in Sales	Increase in Orders

> **In 2015, we joined the Wish platform. We chose Wish because their algorithm that recommends products, popularizes products and boosts sales more quickly, and therefore facilitates the development of merchants like us. Additionally, the initial profits from Wish were rather good. We saw a rapid growth in our business between 2015 to 2019 from the Wish platform.**

Zibuyu began in China as a regional ecommerce business in 2011. Their primary focus is selling clothing, shoes, hats and accessories to target market end customers. As they grew, they began to explore cross-border ecommerce opportunities in 2014 and joined Wish in 2015.

Presently, they have significant operating experience on several channels, including Wish, Amazon, Wamart and their own independent website. Zibuyu maintains powerful design and R&D capabilities and has the ability to consolidate flexible supply chains in the international garment industry. Zibuyu continues to leverage Wish's overseas warehouse program to expand their global footprint.

Latest Reviews



Note: All metrics achieved in the previous 12 months as of October 2020.

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wish LOCAL

Merchant Case Studies

Smart Geeks
Hialeah, Florida

Libreria Lauri
Via dei Faggi, Italy

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wish LOCAL

Smart Geeks

Seller since 2019

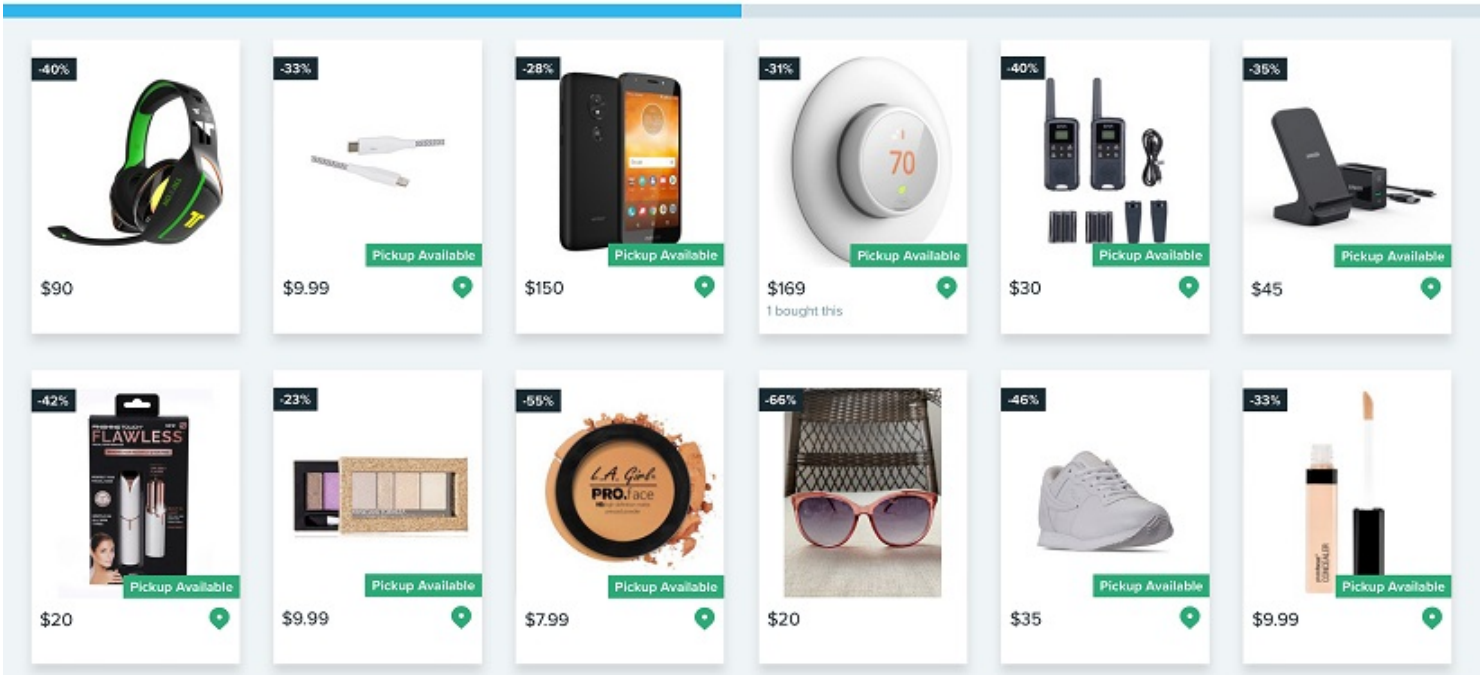
Pickup Now Store Hialeah, Florida **5,168** Wish Local Customer Pickups

> **"The Wish Local program has been great for us. We already advertise with radio ads and Google Adwords, but Wish Local has been able to increase our foot traffic even further and introduce new customers to our store. Being a heavily service-based business, we also look forward to the ability to sell and advertise services on the Wish app."**

Established in 2012, Smart Geeks offers a wide variety of electronic products available for both retail and wholesale purchases. They also offer technology repair and web application services. They were familiar with Wish and signed up once they learned of the partnership opportunities. As a result, they receive an average of 130 Wish customers per month with an average conversion rate of around 20%. Wish local has increased overall foot traffic by an average of 30%.

Recently, Smart Geeks has started buying discounted auction lots of inventory, such as makeup and beauty products, to sell via Wish Local. Since joining the Wish Local platform, there have been approximately 5,200 local customer pickups in the store.

Latest Reviews



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wish LOCAL

Libreria Lauri

Seller since 2019

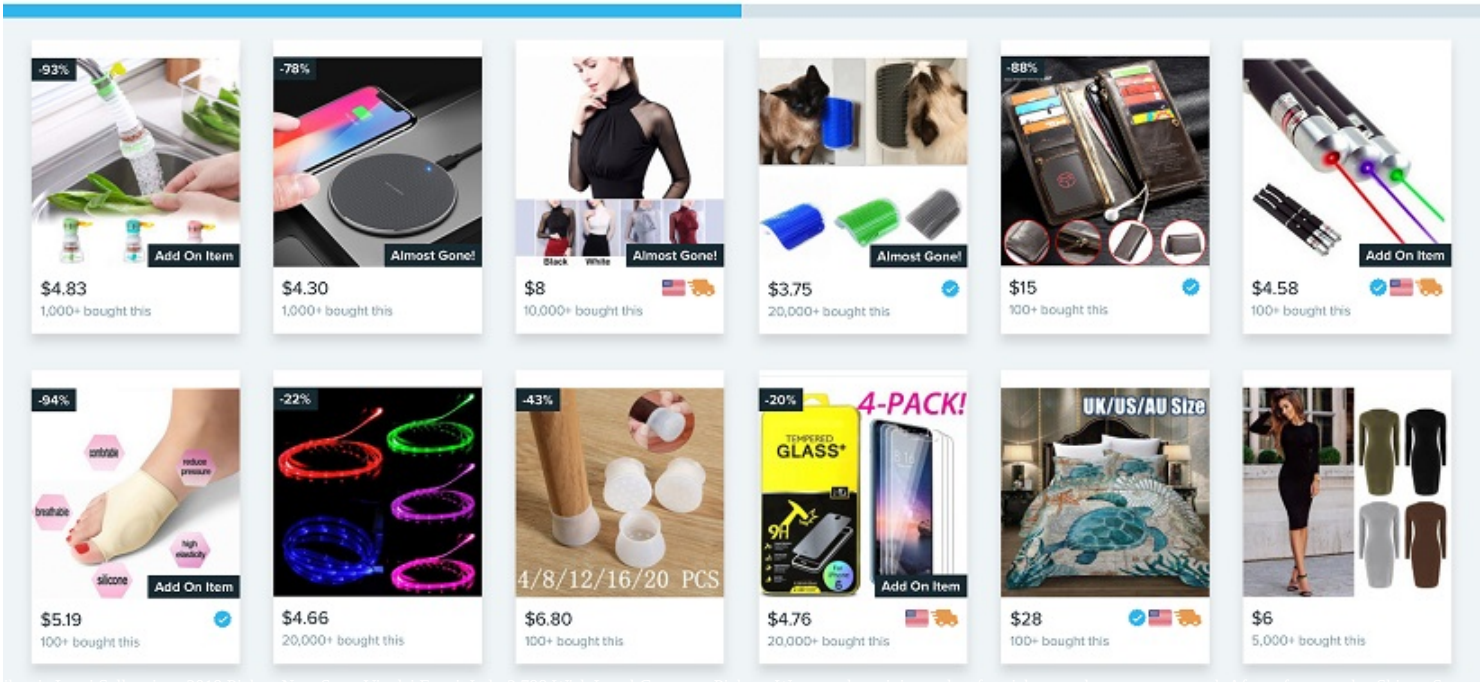
Pickup Now Store **Via dei Faggi, Italy** **2,798** Wish Local Customer Pickups

> **"We started receiving orders for pickups and we never stopped. After a few months, Ship to Store became a strong source for our business. In less than one year we made more than 2,000 pickups."**

Anna di Marco and her daughter Luana own Libreria Lauri, which is a bookstore that has been passed down through three generations for over 55 years. She experienced the convenience of Wish's Pickup Now feature after retrieving an order at a nearby tobacco store and immediately signed up Libreria Lauri. Luana estimates 30% of Wish buyers go on to buy books when they come to collect their packages. Since joining the Wish Local platform in 2019, there have been approximately 2,800 local customer pickups in the store.

Despite the challenges posed by the COVID-19 pandemic, the di Marco family is using Wish to reinvent their business to fit the changing retail and economic climate. By joining Wish Local, Libreria Lauri puts their products in front of a larger network of local buyers and digitalizes their retail business.

Latest Reviews



Competition

We compete for both users and merchants. For consumers, we compete on the basis of affordability and user experience. For merchants, we compete on the basis of providing profitable distribution, an end to end platform and global reach.

Our online competitors include large, global ecommerce platforms such as Amazon, Alibaba, and Shopify as well as more traditional discount retailers such as Walmart and Target. Our offline competitors also include scaled discount retailers that offer heavily discounted and off-season products, such as Dollar General and TJ Maxx. We are able to compete for Wish users based on our massive product selection, low prices and daily discounts, deeply-personalized and differentiated shopping experience powered by our data science and optimized for the mobile device, and entertainment derived from various engaging and interactive features of our platform.

Research and Development

We have a technology and data-driven research and development culture that allows us to deliver a high-quality experience for our users and merchants. Our research and development talent is responsible for the design, development, testing, and delivery of our platform and user experience. The vast majority of our research and development talent is located in San Francisco and Toronto. We strive to create an environment that utilizes our employees' talents and satisfies their intellectual curiosities while promoting the development of impactful and transformative technologies.

As a company, we invest substantial resources in research and development to drive core technology innovation and bring new products to market. As of September 30, 2020, 50% of our total headcount was involved in research and development and related activities.

Sales and Marketing

Our sales and marketing capabilities represent a core competency that is essential to the success of the Wish platform. We are focused on continuing to acquire new users efficiently, and building brand awareness and a demand generation engine. Our advertising costs to acquire new users constituted 96% of our sales and marketing expenses, and sales and marketing expenses constituted 91% of our operating expenses, in 2019. We have extensive experience in cost-effective, data-driven digital marketing and user acquisition. We also design innovative marketing programs that help increase brand awareness by targeting people who we believe have a higher propensity to engage with our platform and buy from our merchants. We continue to partner with various social-media platforms to ensure we gain exposure with broader audiences.

We currently acquire new users through a variety of marketing channels including social media, search engine optimization and brand-oriented marketing campaigns. We rely on our data to understand consumer behavior and long term value of the consumer which guide our acquisition strategy. We also utilize data in determining how best to engage our users and seek to optimize the mode, timing and frequency of interactions across our mobile app, SMS text, mobile notifications, and emails.

Over the last four years, we have invested heavily in building a talented in-house marketing team, while also developing proprietary technologies that enable us to build data-driven and highly-personalized campaigns that can scale globally on digital platforms including Facebook, Instagram, and various Google properties. Our marketing efforts also focus on re-targeting of existing users,

building our brand, generating awareness, and cultivating the Wish community. In 2017, we announced a partnership with the Los Angeles Lakers, which involved placing the Wish logo on the jersey of Lakers players.

We also utilize our Wish Stars community, a loyalty program of approximately 10,500 Wish power users and influencers across over 25 countries, as an additional marketing tool as well as to gather feedback and continue improving our platform. Targeting for this loyalty program is based on users' social following and their purchase activities on Wish.

Additionally, our massive scale has resulted in significant growth in our organic reach which supplements our paid marketing efforts.

Finally, we also invest in efficient sales and marketing activities to identify and onboard high potential merchants around the world both for our online marketplace as well as Wish Local. Similar to our user acquisition strategies, we deploy digital performance marketing campaigns on social media and other channels to acquire new merchants. We supplement this effort with offline marketing activities that includes attending trade shows and conducting seminars. We also leverage partnerships with third-party platforms for merchant referrals.

Data Security and Protection

We have an information security team whose responsibilities include securing the data provided through our platform by our users and merchants. The team employs various controls to meet this goal, from technical measures that run on the networks and systems we maintain, to processes and procedures that define how data should be classified and handled.

The team also looks to identify and mitigate security risks across our platform, whether they involve the data we handle or the services we use. Some measures we take here include running regular internal anomaly scans, performing security assessments of any third-party vendors that we may wish to engage, and limiting employee access to data based on business need. We also build mechanisms that identify and can mitigate automated attacks against our site. To try and verify the effectiveness of our controls, we have external security firms perform penetration tests against our platform, as well as run bug bounty programs that pay hackers to find weaknesses in our systems.

Another facet of information security involves responding to reports (from external parties or through internal sources) of any data incidents or potential breaches, with the team driving the process from initial validation, through investigation of the root cause, and finally to mitigation and resolution. To minimize the likelihood of these issues occurring in the first place, the team also creates training material to educate staff on various security best practices.

Intellectual Property

We rely on federal, state, common law, and international rights, as well as contractual restrictions, to protect our intellectual property. We control access to our proprietary technology through a combination of trademarks, domain names, copyrights, trade secrets, patents, and confidentiality agreements with employees and third parties. We pursue the registration of our copyrights, trademarks, service marks, and domain names in the United States and in certain locations outside the United States.

Despite our efforts to protect our proprietary technology and our intellectual property rights, unauthorized parties may attempt to copy or obtain and use our technology to develop applications with the same functionality as our applications.

Government Regulations

As with any company operating on the Internet, we grapple with a growing number of local, national and international laws and regulations. These laws are often complex, sometimes contradict other laws, and are frequently still evolving. Laws may be interpreted and enforced in different ways in various locations around the world, posing a significant challenge to our global business. For example, U.S. federal and state laws, EU directives, and other national laws govern the processing of payments, consumer protection and the privacy of consumer information; other laws define and regulate unfair and deceptive trade practices. Still other laws dictate when and how sales or other taxes must be collected. The growing regulation of ecommerce worldwide could impose additional compliance burdens and costs on us or on Wish merchants, and could subject us to significant liability for any failure to comply. Additionally, because we operate internationally, we need to comply with various laws associated with doing business outside of the United States, including anti-money laundering, anti-corruption and export control laws. Recent trends globally toward increased protectionism and trade barriers can result in actions by governments around the world that may be disruptive to our businesses. See the sections titled “Risk Factors—We may be adversely affected by the complexity, uncertainties and changes in PRC regulation of internet-related businesses and companies, and any lack of requisite approvals, licenses or permits applicable to our business may have a material adverse effect on our business and results of operations,” “—We are subject to governmental regulation and other legal obligations related to privacy, data protection, information security, and consumer protection. If we are unable to comply with these, we may be subject to governmental enforcement actions, litigation, fines and penalties or adverse publicity,” and “—A failure to comply with current laws, rules and regulations or changes to such laws, rules and regulations and other legal uncertainties may adversely affect our business, financial performance, results of operations or business growth” herein for additional information.

Our People

As of September 30, 2020, we had a total of 828 full-time employees across 8 countries. We had 417 employees involved in research and development and related activities, which accounted for 50% of our total headcount. We have a strong employee referral program, with 32% of our hires in 2020 coming from employee referrals.

We also engage temporary employees and consultants as needed to support our operations. None of our employees in the United States are represented by a labor union or subject to a collective bargaining agreement. In certain countries in which we operate, we are subject to, and comply with, local labor law requirements which may automatically make our employees subject to industry-wide collective bargaining agreements. We may be required to comply with the terms of these collective bargaining agreements. We have not experienced any work stoppages, and we consider our relations with our employees to be good.

Facilities

Our corporate headquarters occupies approximately 106,000 square feet in San Francisco, California under leases that expire between 2022 and 2025. We also lease offices in California and Washington, as well as locations internationally, including in China and the Netherlands.

Currently, our employees are working remotely in accordance with stay-at-home mandates enacted due to COVID-19. We believe that when our employees return to the office, our existing facilities will be sufficient for our current needs. In the future, we may need to add new facilities and

expand our existing facilities as we add employees, grow our infrastructure and evolve our business, and we believe that suitable additional or substitute space will be available on commercially reasonable terms to meet our future needs.

Legal Proceedings

We are currently involved in, and may in the future be involved in, actual and threatened legal proceedings, claims, investigations and government inquiries arising in the ordinary course of our business, including legal proceedings, claims, investigations and government inquiries involving intellectual property, data privacy and data protection, torts, consumer protection, securities, employment, contractual rights or false or misleading advertising. We are also regularly subject to proceedings, claims, investigations and government inquiries seeking to hold us liable for the actions of merchants on our platform.

Although the results of the actual and threatened legal proceedings, claims, investigations and government inquiries in which we currently are involved cannot be predicted with certainty, we do not believe that there is a reasonable possibility that the final outcome of these matters will have a material adverse effect on our business or financial results. Regardless of the final outcome, however, litigation can have an adverse impact on us because of defense and settlement costs, diversion of management resources, harm to our reputation and brand, and other factors.

For additional information on risks relating to litigation, see the sections titled “Risk Factors—Risks Related to Our Business and Industry—We may be involved in litigation matters or other legal proceedings that are expensive and time consuming” and “Risk Factors—Risks Related to this Offering and Our Class A Common Stock—We may be subject to securities litigation, which is expensive and could divert management attention.”

MANAGEMENT

Executive Officers and Directors

Our executive officers and directors and their positions, are listed below, as well as their ages as of October 31, 2020:

Name	Age	Position(s)
Executive Officers:		
Peter Szulczewski	39	Founder, Chief Executive Officer, and Chairperson
Rajat Bahri	56	Chief Financial Officer
Devang Shah	48	General Counsel
Thomas Chuang	43	Vice President of Operations
Pai Liu	35	Vice President of Data Science
Non-Employee Directors:		
Julie Bradley(1)	52	Director
Ari Emanuel(3)	59	Director
Joe Lonsdale(2)	38	Director
Tanzeen Syed(2)(3)	38	Director
Stephanie Tilenius(1)(3)	53	Director
Hans Tung(1)(2)	50	Director

(1) Audit Committee Member
(2) Compensation Committee Member
(3) Nominating and Corporate Governance Committee Member

The following is a brief biography of each of our executive officers and directors:

Executive Officers

Peter Szulczewski is our founder and has served as our Chief Executive Officer since July 2010 and as our Chairperson of the Board since August 2020. Prior to founding the Company, Mr. Szulczewski served in various positions at Google, Inc., a technology company, including as a technical lead and senior software engineer, from April 2005 until January 2009. Mr. Szulczewski holds a B.S. in mathematics and computer science from University of Waterloo. We believe that Mr. Szulczewski is qualified to serve as a member of our board based on the perspective and experience he brings as our founder and Chief Executive Officer.

Rajat Bahri has served as our Chief Financial Officer since December 2016. Prior to joining the Company, Mr. Bahri served as Chief Financial Officer at Jasper Technologies, Inc., a technology company, from June 2013 until October 2016. Prior to Jasper Technologies, Mr. Bahri spent over eight years as Chief Financial Officer of Trimble Navigation, a publicly traded company. Mr. Bahri began his career at Kraft Foods Inc., where he spent 18 years in various positions including Chief Financial Officer of Kraft Canada, Inc. and Kraft Pizza Company. Since July 2020, Mr. Bahri has served on the board of directors of Pacific Gas and Electric Company. Mr. Bahri holds a Bachelor in Commerce from the University of Delhi and an M.B.A. from the Fuqua School of Business at Duke University.

Devang Shah has served as our General Counsel since February 2018. From August 2010 until April 2017, Mr. Shah served in various positions at Zynga, Inc., a game development company, most recently as General Counsel, Secretary and Senior Vice President. Prior to Zynga, Mr. Shah served as General Counsel and Associate General Counsel at UTStarcom, a telecommunications company, Senior Corporate Counsel at Longs Drugs Inc., and Corporate Counsel at Chiron Corporation, a

biotechnology company. Mr. Shah began his career as an attorney at Skadden Arps Slate Meagher & Flom, LLP. Mr. Shah holds a B.S. in engineering from Cornell University, an M.S. in engineering from Stanford University and a J.D. from the University of California, Berkeley School of Law.

Thomas Chuang has served as our Vice President of Operations since December 2019 and prior to that served as our Head of Finance, and subsequently Vice President of Finance beginning in June 2014. Prior to joining the Company, Mr. Chuang was a senior analyst at GGV Capital, a venture capital firm and began his career at PricewaterhouseCoopers. Mr. Chuang holds a B.S. in Business Administration from the University of California, Santa Cruz and an M.B.A. from the Walter A. Haas School of Business at the University of California, Berkeley.

Pai Liu has served as our Vice President of Data Science and Engineering since August 2020. He previously served as Director of Data Science since September 2019. Prior to joining the Company, Mr. Liu served as Data Science Manager at Airbnb, an online rental company, from August 2015 until August 2017 and Data Science Lead until September 2019. Earlier in his career, Mr. Liu was a research scientist at PARC, a Xerox company. Mr. Liu holds a Bachelor's degree from Tsinghua University, a Masters in Computer Science from the University of Southern California, and a Ph.D. in Philosophy – Industrial and System Engineering from the University of Southern California.

Non-Employee Directors

Julie Bradley. Ms. Bradley has served on our board of directors since October 2020. Ms. Bradley was previously the Chief Financial Officer of TripAdvisor, Inc., a publicly traded online travel planning site, from October 2011 to November 2015. Prior to joining TripAdvisor, Ms. Bradley also served as the Chief Financial Officer of Art Technology Group, Inc., a publicly traded ecommerce software company and as Vice President of Finance for Akamai Technologies, Inc., a publicly traded delivery network, cybersecurity, and cloud service company from 2000 to 2005 and an accountant at Deloitte & Touche LLP. Ms. Bradley has served on the board of directors of Wayfair Inc., a publicly traded company, since September 2012 where she is the chair of the audit committee and a member of the governance committee, and previously served on the boards of other publicly traded companies, which include Blue Apron, Inc. from September 2015 to October 2020, Constant Contact, Inc. from June 2015 to February 2016 and ExactTarget, Inc. from September 2012 to July 2013. Ms. Bradley holds a B.A. from Wheaton College. We believe that Ms. Bradley is qualified to serve as member of our board of directors due to her extensive public company board experience and her finance experience at publicly traded technology companies.

Ari Emanuel. Mr. Emanuel has served on our board of directors since November 2019. Mr. Emanuel has served as the CEO of Endeavor Group Holdings, a talent agency, since 2009 following the merger of the William Morris Agency and Endeavor Talent Agency, which he founded in 1995. Prior to founding Endeavor, Mr. Emanuel was a Partner at InterTalent, a talent agency, and a senior agent at ICM Partners, a talent agency. He began his entertainment industry career at Creative Artists Agency (CAA), a talent agency. He has served as a member of the board of directors of Live Nation Entertainment, Inc. since 2007. Mr. Emanuel holds a bachelor's degree from Macalester College. We believe that Mr. Emanuel is qualified to serve as a member of our board of directors due to his extensive leadership experience.

Joe Lonsdale. Mr. Lonsdale has served on our board of directors since May 2012. Mr. Lonsdale co-founded and is a General Partner at Eight Partners VC, LLC ("8VC"), a venture capital firm. Prior to joining 8VC in 2015, he was a founding partner of Formation8 GP LLC, the precursor venture fund to 8VC, and co-founded Palantir Technologies, a global software company, in 2003. Mr. Lonsdale also founded Addepar, an investment management technology company, and OpenGov, a software company that offers solutions for the public sector. He previously served as a Principal at Clarium Capital Management LLC, an investment management and hedge fund company. Mr. Lonsdale holds

a B.S. in Computer Science from Stanford University. We believe that Mr. Lonsdale is qualified to serve as a member of our board of directors due to his extensive experience with technology companies.

Tanzeen Syed. Mr. Syed has served on our board of directors since October 2016. Mr. Syed is a Managing Director at General Atlantic and focuses on investments in General Atlantic's Technology sector. He rejoined General Atlantic in June 2018 after working there from 2006 to September 2013. Prior to rejoining General Atlantic, Mr. Syed was a Director at Temasek, an investment company, from July 2015 until June 2018, where he led U.S. technology growth investments, and prior to that, Mr. Syed was a Vice President at Great Hill Partners from October 2013 to June 2015, where he focused on Internet and software growth investing. Mr. Syed currently serves on the boards of directors of Kiwi.com, s.r.o., an online travel booking platform, and Riskified Ltd., a payment fraud management solution for online merchants, marketplaces, e-travel retailers, digital goods, and services providers, both of which are private portfolio companies of General Atlantic. Mr. Syed holds a B.A. in Economics and Political Science from Macalester College. We believe that Mr. Syed is qualified to serve as a member of our board of directors due to his extensive experience with e-commerce and technology companies.

Stephanie Tilenius. Ms. Tilenius has served on our board of directors since August 2020. She is currently the CEO of Vida Health, Inc., a mobile continuous healthcare platform, which she founded in January 2014. Ms. Tilenius was an Executive in Residence at Kleiner Perkins Caufield & Byers, a venture capital firm, from June 2012 until October 2014, primarily focusing on companies within its Digital Growth Fund. From February 2010 until June 2012, Ms. Tilenius was Vice President of Global Commerce and Payments at Google, Inc., a technology company, where she oversaw digital commerce, product search and payments. Prior to joining Google, she served in various positions at eBay Inc.from March 2001 until October 2009, ultimately as Senior Vice President of eBay.com and Global Products. Ms. Tilenius was also a co-founder of PlanetRx.com, an online healthcare provider. She currently serves on the board of directors of SeaGate Technology PLC and Tradesy, a privately-held ecommerce company focused on women's fashion, and within the past five years, served on the board of directors of Coach Inc. and Redbubble Limited. Ms. Tilenius holds a B.A. and an M.A from Brandeis University and an M.B.A. from the Harvard Business School. We believe that Ms. Tilenius is qualified to serve as a member of our board of directors due to her senior executive experience in the consumer internet and ecommerce sectors, as a company founder and as a board member for other public and private companies.

Hans Tung. Mr. Tung has served on our board of directors since January 2014. Mr. Tung is a Managing Partner at GGV Capital, a venture capital firm, where he has worked since October 2013, in Menlo Park, CA. Prior to joining GGV, Mr. Tung was a managing partner at Qiming Venture Partners, a venture capital firm, in Shanghai, China. Mr. Tung began his VC career with Bessemer Venture Partners, a venture capital firm, in Menlo Park, CA, and was a former entrepreneur himself and a former technology banker at Merrill Lynch in New York and Hong Kong. Mr. Tung has served on the board of directors of private companies including musical.ly, Poshmark, StockX, Misfit, Xiaomi, eHi Car Service, Vedantu, and Rupeek. He holds a B.S. in Management Science and Engineering from Stanford University. We believe that Mr. Tung is qualified to serve as a member of our board of directors due to his extensive experience with ecommerce companies, as well as his experience as a venture capitalist investing in technology companies.

Family Relationships

Our directors hold office until their successors have been elected and qualified or appointed, or the earlier of their death, resignation or removal. There are no family relationships among any of our directors or executive officers.

Board Leadership Structure

Our Board of Directors has combined the roles of Chairperson and Chief Executive Officer, who is Peter Szulczewski. Our Board has determined that we would be best served by having a Chairperson with deep operational and strategic knowledge of our business. Our Board has also appointed Mr. Syed as our Lead Independent Director. Our Board has determined that we would be best served by also having a lead independent director to be responsible for conducting sessions with the independent directors as part of every Board meeting, calling special meetings of the independent directors and chairing all meetings of the independent directors.

Director Independence

We have applied to list our Class A common stock on the Nasdaq Global Select Market. The listing rules of this stock exchange generally require that a majority of the members of a listed company's board of directors be independent within 12 months following the closing of an initial public offering. Our board of directors has determined that none of our non-employee directors has a relationship that would interfere with the exercise of independent judgment in carrying out the responsibilities of a director and that each of these directors is "independent" as that term is defined under the rules of Nasdaq. The independent members of our board of directors will hold separate regularly scheduled executive session meetings at which only independent directors are present.

Audit committee members must also satisfy the independence rules in SEC Rule 10A-3 adopted under the Exchange Act. In order to be considered independent for purposes of Rule 10A-3, a member of an audit committee of a public company may not, other than in his or her capacity as a member of the audit committee, the board of directors, or any other board committee, accept, directly or indirectly, any consulting, advisory, or other compensatory fee from the listed company or any of its subsidiaries or be an affiliated person of the listed company or any of its subsidiaries. Each of Mses. Bradley and Tilenius and Mr. Tung qualify as an independent director pursuant to Rule 10A-3.

Controlled Company

Because we qualify as a "controlled company" under the corporate governance rules for Nasdaq-listed companies, we are not required to have a majority of our board of directors be independent, nor are we required to have a compensation committee or an independent nominating function. Our board of directors has not made a determination about whether or not to take advantage of the "controlled company" exemption. Additionally, as described in the section titled "Description of Capital Stock—Anti-Takeover Provisions—Amended and Restated Certificate of Incorporation and Amended and Restated Bylaw Provisions," so long as the outstanding shares of our Class B common stock represent a majority of the combined voting power of our common stock, Mr. Szulczewski will be able to effectively control all matters submitted to our stockholders for a vote, as well as the overall management and direction of our company.

Board Composition

So long as the outstanding shares of our Class B common stock represent not less than 40% at any time after our first annual meeting of stockholders of the combined voting power of common stock, we will not have a classified board of directors, and all directors will be elected for annual terms.

At any time after our first annual meeting of stockholders, when the outstanding shares of our Class B common stock represent less than 40% of the combined voting power of common stock, we will have a classified board of directors consisting of three classes of approximately equal size, each serving staggered three-year terms. Our directors will be assigned by the then-current board of directors to a class.

Upon expiration of the term of a class of directors, directors for that class will be elected for three-year terms at the annual meeting of stockholders in the year in which that term expires. As a result, only one class of directors will be elected at each annual meeting of our stockholders, with the other classes continuing for the remainder of their respective three-year terms. Each director's term continues until the election and qualification of his or her successor, or his or her earlier death, resignation, or removal.

So long as our board of directors is classified, only our board of directors may fill vacancies on our board. Any additional directorships resulting from an increase in the number of directors will be distributed among the three classes so that, as nearly as possible, each class will consist of one-third of the total number of directors.

The classification of our board of directors may have the effect of delaying or preventing changes in our control or management. See "Description of Capital Stock—Anti-Takeover Provisions—Certificate of Incorporation and Bylaw Provisions."

Board Oversight of Risk

One of the key functions of our board of directors is informed oversight of our risk management process. In particular, our board of directors is responsible for monitoring and assessing strategic risk exposure. Our executive officers are responsible for the day-to-day management of the material risks we face. The risk oversight process includes receiving regular reports from board committees and members of senior management to enable our board of directors to understand our risk identification, risk management and risk mitigation strategies with respect to areas of potential material risk, including operations, finance, legal, regulatory, cyber security, strategic and reputational risk. Our board of directors administers its oversight function directly as a whole, as well as through various standing committees of our board of directors that address risks inherent in their respective areas of oversight. For example, our audit committee is responsible for overseeing the management of risks associated with our financial reporting, accounting and auditing matters; our compensation committee oversees the management of risks associated with our compensation policies and programs; and our nominating and corporate governance committee oversees the management of risks associated with director independence, conflicts of interest, composition and organization of our board of directors and director succession planning.

Board Committees

Our board of directors has established an audit committee, a compensation committee and a nominating and corporate governance committee, to be effective after this offering. Our board of directors may establish other committees to facilitate the management of our business. Our board of directors and its committees set schedules for meeting throughout the year and can also hold special meetings and act by written consent from time to time, as appropriate. Our board of directors has delegated various responsibilities and authority to its committees as generally described below. The committees will regularly report on their activities and actions to the full board of directors. Each member of each committee of our board of directors qualifies as an independent director in accordance with listing standards. Each committee of our board of directors has a written charter approved by our board of directors. After this offering, copies of each charter will be posted on our website at www.wish.com under the Investor Relations section. The inclusion of our website address in this prospectus does not include or incorporate by reference the information on our website into this prospectus. Members serve on these committees until their resignation or until otherwise determined by our board of directors.

Audit Committee

The members of our audit committee will be Mses. Bradley and Tilenius and Mr. Tung after this offering, each of whom can read and understand fundamental financial statements. Each are each independent under the rules and regulations of the SEC and the listing standards of Nasdaq applicable to audit committee members. Ms. Bradley will chair the audit committee. Our board of directors has determined that Mses. Bradley and Tilenius each qualifies as an audit committee financial expert within the meaning of SEC regulations and meets the financial sophistication requirements of Nasdaq.

Our audit committee assists our board of directors' oversight of the integrity of our financial statements, our compliance with legal and regulatory requirements, the qualifications, independence and performance of the independent registered public accounting firm, the design and implementation of our internal audit function and risk assessment and risk management. Among other things, our audit committee is responsible for reviewing and discussing with our management the adequacy and effectiveness of our disclosure controls and procedures. The audit committee also discusses with our management and independent registered public accounting firm the annual audit plan and scope of audit activities, scope and timing of the annual audit of our financial statements, and the results of the audit, quarterly reviews of our financial statements and, as appropriate, initiates inquiries into aspects of our financial affairs. Our audit committee is responsible for establishing and overseeing procedures for the receipt, retention and treatment of any complaints reporting accounting, internal accounting controls or auditing matters, as well as for the confidential and anonymous submissions by our employees of concerning questionable accounting or auditing matters. In addition, our audit committee has direct responsibility for the appointment, compensation, retention and oversight of the work of our independent registered public accounting firm. Our audit committee has sole authority to approve the hiring and discharging of our independent registered public accounting firm, all audit engagement fees and terms and all permissible non-audit engagements with the independent auditor. Our audit committee will review and oversee all related person transactions in accordance with our policies and procedures.

Compensation Committee

The members of our compensation committee will be Messrs. Lonsdale, Syed, and Tung after this offering. Mr. Syed will chair the compensation committee. Each member of our compensation committee is independent under the rules and regulations of the SEC and the listing standards of Nasdaq applicable to compensation committee members, is a "non-employee director," as defined in Rule 16b-3 adopted under Section 16 of the Exchange Act and an "outside director" under Regulation Section 1.162-27 adopted under Section 162(m) of the Code of 1986, as amended. Our compensation committee assists our board of directors with its oversight of the forms and amount of compensation for our executive officers, and the administration of our incentive plans for employees and other service providers, including our equity incentive plans, and certain other matters related to our compensation programs.

Nominating and Corporate Governance Committee

The members of our nominating and corporate governance committee will be Messrs. Emanuel and Syed and Ms. Tilenius after this offering. Mr. Syed will chair the nominating and corporate governance committee. Our nominating and corporate governance committee assists our board of directors with its oversight of and identification of individuals qualified to become members of our board of directors, consistent with criteria approved by our board of directors, and selects, or recommends that our board of directors select, director nominees; develops and recommends to the board of directors a set of corporate governance guidelines; and oversees the evaluation of our board of directors.

Board Diversity

Under our corporate governance guidelines, which will become effective upon the closing of this offering, diversity is one of several critical factors that the nominating and corporate governance committee considers when evaluating the composition of our board of directors, amongst other critical selection criteria. We consider various diversity factors when considering director candidates, including race, ethnicity, gender, national origin, and geography. Our board of directors currently includes directors with a range of diversity. We believe each director contributes to the board's overall diversity by providing a variety of perspectives based on distinct personal and professional experiences and backgrounds. We are committed to maintaining and enhancing the diversity of our board of directors and in furtherance of this, the nominating and corporate governance committee will conduct annual self-evaluations to assess its performance and effectiveness, which we expect will include its consideration of diversity and other selection criteria.

Code of Conduct

Our board of directors has adopted a code of conduct that will be effective after this offering. The code of conduct will apply to all of our employees, officers, and directors. We also expect our contractors, consultants, suppliers, agents and other third parties to follow our code of conduct in connection with their work for us. The full text of our code of conduct will be posted on our website after this offering at www.wish.com under the Investor Relations section. We intend to disclose future amendments to, or waivers of, our code of conduct as and to the extent required by SEC regulations, at the same location on our website identified above and in public filings. Information contained on our website is not incorporated by reference into this prospectus, and you should not consider information contained on our website to be part of this prospectus or in deciding whether to invest in our common stock. Our code of conduct represents the standards by which we operate and reflects that we are an ethical, mindful and transparent business. The purpose of our code of conduct is to promote honesty and integrity, including with respect to actual or apparent conflicts of interest between personal and professional relationships, to promote full, fair, accurate, timely and understandable disclosure in periodic reports to be filed by us and to promote compliance with all applicable rules and regulations that apply to us and our employees.

Compensation Committee Interlocks and Insider Participation

As noted above, the compensation committee of our board of directors will consist of Messrs. Lonsdale, Syed, and Tung. None of the members of our compensation committee is or has been an officer or employee of our company. None of our executive officers currently serves, or in the past year has served, as a member of the board of directors or compensation committee of any entity that has one or more executive officers serving on our board of directors or compensation committee. See the section titled "Certain Relationships and Related Person Transactions" for information about related party transaction involving members of our compensation committee or their affiliates.

Director Compensation

Our directors play a critical role in guiding our strategic direction and overseeing the management of our Company. Ongoing developments in corporate governance and financial reporting have resulted in an increased demand for highly qualified and productive public company directors. The varied responsibilities, the substantial time commitment and the potential risks of serving as a director for a public company require that we provide adequate compensation for the continued service of our non-employee directors by offering them compensation that is commensurate with the workload and the demands we place on them.

In fiscal 2019, we did not have a formal policy with respect to compensation payable to our non-employee directors for service as directors. The table below shows the total compensation that we paid to Mr. Emanuel, our only non-employee director who received compensation, during 2019:

Name	Fees Earned or Paid in Cash ($)	Stock Awards ($)(1)	Option Awards ($)(2)	All Other Compensation ($)	Total ($)
Ari Emanuel	–	$1,132,413(3)	–	–	$1,132,413

(1) In accordance with SEC rules, this column reflects the grant date fair value of RSUs calculated in accordance with ASC Topic 718 for stock-based compensation transactions. As of December 31, 2019, only one of our non-employee directors, Mr. Emanuel, held RSUs, which are described in further detail in the footnote below.
(2) As of December 31, 2019, only one of our non-employee directors, Mr. Lonsdale, held outstanding options to purchase shares of our common stock (for 62,500 shares).
(3) Mr. Emanuel received a grant of 10,000 RSUs on November 22, 2019, which are subject to both a service-based vesting condition and a liquidity-based vesting condition. The service-based vesting condition applicable to his RSUs will be satisfied in four equal annual installments on each anniversary of the commencement of his service with us. The service-based vesting condition applicable to Mr. Emanuel's RSUs will also be satisfied in its entirety upon the consummation of a sale of our company.

Mr. Szulczewski receives no additional compensation for his service as a director, nor is it intended that he will receive additional compensation for such role following the completion of this offering. All of our non-employee directors are entitled to reimbursement for their reasonable travel and lodging expenses for attending board and board committee meetings.

Historically, we have not compensated Messrs. Tung or Syed for their services as directors. Mr. Emanuel became a member of our board of directors in November 2019. Ms. Tilenius received a grant of 11,111 RSUs on August 5, 2020 and Ms. Bradley received a grant of 11,111 RSUs on November 19, 2020, each of which are subject to both a service-based vesting condition and a liquidity-based vesting condition. The service-based vesting condition will be satisfied for one fourth of the total number of RSUs on each of the first four anniversaries of her appointment, subject to her continued service through each such date. All RSUs granted to Ms. Tilenius and Ms. Bradley shall vest in full immediately prior to, but conditioned upon, the consummation of a sale of our company.

We have approved a compensation program for our non-employee directors to become effective following our initial public offering. Pursuant to this program, each non-employee will be entitled to receive RSUs under our 2020 Equity Incentive Plan as follows:

Initial Equity Award. Each non-employee director appointed to our board of directors following this offering will be granted RSUs on the date of his or her appointment to our board of directors, having an aggregate value of $440,000 based on the closing price of our Class A common stock on the date of grant. The RSUs will vest with respect to 1/3rd of the total number of RSUs subject to such award on each annual anniversary of the date of grant, in each case, as long as the non-employee director continues to serve on our board of directors through such date; provided, however, that vesting will be pro-rated on a monthly basis for a termination of service prior to an annual vesting date.

Annual Equity Award. Following the conclusion of each regular annual meeting of stockholders commencing in 2021, each non-employee director who is serving on our board of directors on, and will continue to serve on our board of directors immediately following, the date of the annual meeting will automatically be granted RSUs having an aggregate value of $270,000 based on the closing price of our Class A common stock on the date of grant. The RSUs will vest in full on the earlier of the one-year anniversary of the date of grant or the date of the next regular annual meeting of stockholders, so long as the non-employee director continues to serve on our board of directors through such date; provided, however, that vesting will be pro-rated on a monthly basis for a termination of service prior to such vesting date.

Annual Equity Retainers. In addition, our non-employee directors will receive the following additional annual equity retainers:

Position	Equity Retainer Value
Lead Independent Director	$20,000
Audit Committee Chair	$20,000
Compensation Committee Chair	$15,000
Nominating/Governance Committee Chair	$10,000
Audit Committee Member	$10,000
Compensation Committee Member	$ 7,500
Nominating/Governance Committee Member	$ 5,000

The equity retainers described in the table above will be granted following the conclusion of each regular annual meeting of stockholders commencing in 2021 to each non-employee director who is serving on our board of directors on, and will continue to serve on our board of directors immediately following, the date of the annual meeting, with the number of RSUs determined based on the closing price of our Class A common stock on the date of grant. Each such award will vest in full on the earlier of the one-year anniversary of the date of grant or the date of the next regular annual meeting of stockholders, so long as the non-employee director continues to serve on our board of directors through such date; provided, however, that vesting will be pro-rated on a monthly basis for a termination of service prior to such vesting date. Non-employee directors who are elected or appointed to our board of directors other than on the date of a regular annual meeting of our stockholders will be eligible to receive the applicable pro-rated annual equity retainers on the date the non-employee director is elected or appointed to our board, which will be subject to the same vesting requirements as the annual equity retainers granted to our non-employee directors at the annual meeting of our stockholders.

Non-employee directors will not receive any cash compensation for service on our board of directors. However, we will continue to reimburse our non-employee directors for their reasonable expenses incurred in connection with attending board and board committee meetings. Additionally, the equity awards described above will vest in full in the event of a “change in control” (as defined in our 2020 Equity Incentive Plan).

EXECUTIVE COMPENSATION

Compensation Discussion and Analysis

This Compensation Discussion and Analysis describes the compensation for our principal executive officer, our principal financial officer and the three most highly compensated executive officers (other than our chief executive officer and chief financial officer) who were serving as executive officers at the end of 2019, whom we refer to herein as our "named executive officers." Our named executive officers for 2019 were:

- Peter Szulczewski, our Founder, CEO, and Chairperson of our Board of Directors;
- Rajat Bahri, our Chief Financial Officer;
- Devang Shah, our General Counsel;
- Thomas Chuang, our Vice President of Operations; and
- Pai Liu, our Vice President of Data Science.

This Compensation Discussion and Analysis describes the material elements of our executive compensation program for our named executive officers during 2019 and discusses the key factors that were considered in determining their compensation.

Compensation Philosophy and Design

Our general compensation philosophy has been to compensate our named executive officers using competitive compensation packages that reward the achievement of our short-term and long-term business objectives and strategies and align their interests with the interests of our stockholders. To focus our executive officers on the fulfillment of our business objectives, a significant portion of their compensation has been and continues to be equity-based.

To date, the compensation packages of our named executive officers have reflected our stage of development as a privately-held company. Accordingly, we have emphasized the use of equity compensation in the form of RSU awards to motivate our named executive officers to focus on the growth of our overall enterprise value and, correspondingly, to create sustainable long-term value for our stockholders. We believe that RSU awards offer our named executive officers a valuable long-term incentive that aligns their interests with the interests of our stockholders. In addition, to maintain a competitive compensation program, we also offer cash compensation in the form of base salaries to reward individual contributions and compensate our employees for their day-to-day responsibilities.

Currently, we do not provide any form of short-term incentive (such as performance bonuses or other incentives) to our named executive officers. We expect our named executive officers to perform at a level deserving of a bonus, however, and have taken this into consideration in establishing their current total direct compensation opportunities. We believe that having a substantial portion of our named executive officers' compensation tied to equity awards aligns more closely with our business strategy to focus on long-term growth and innovation. We believe that our current compensation structure promotes a focus on long-term retention and stockholder value creation.

Compensation-Setting Process

During 2019, our CEO and board of directors were involved in determining the compensation of our named executive officers. Generally, our CEO would determine the annual base salary and size of the equity award for our named executive officers (other than his own compensation) in connection with conducting their annual performance review. Our CEO would present his proposed equity awards for our named executive officers to our board of directors for their consideration and approval.

With respect to cash compensation, our Vice President of Human Resources gathered data from the Radford technology company surveys to develop an understanding of the competitive market for various executive positions and formulated recommendations for our CEO with respect to the cash compensation, including any base salary adjustment, for our named executive officers.

With respect to equity compensation, our CEO would determine the appropriate size of each named executive officer's award in connection with the performance review process and after giving consideration to each named executive officer's anticipated future contributions, the criticality of his position, and individual performance. Our CEO would then present his proposed equity awards to our board of directors for its consideration. In approving the equity awards, our board of directors took into account such factors as company and individual performance, current and anticipated business conditions, the criticality of the position, the scope of the role and responsibilities, the individual's tenure, the existing retention hold of the individual's existing equity position, internal pay parity, and the recommendations of our CEO.

In May 2019, our board of directors formed a compensation committee comprised of three independent directors and delegated to such committee responsibility for overseeing our executive compensation program. The compensation committee held its first meeting in June 2019, at which time it approved a committee charter, which was then presented to our board of directors for approval. Among other things, the charter authorized the committee to review and recommend to our board of directors the compensation payable to our CEO, executive vice presidents and their direct reports, including the adjustment of base salaries each year and all bonus and other incentive compensation programs for such executives. Since most of the compensation actions and decisions for 2019 had already taken place by the time the compensation committee was formed, it took no formal actions in 2019.

For 2020 and going forward, the compensation committee will be responsible for our executive compensation program, including establishing our executive compensation philosophy, policies, and practices, recommending to the independent members of our board of directors the specific compensation, including cash and equity for our CEO, and determining the specific compensation, including cash and equity, for our other named executive officers. The members of the compensation committee have only recently begun to discuss our overall executive compensation philosophy. Therefore, the approach that we will use to compensate our named executive officers in the future may not be the same as how they have been compensated previously. We expect that the compensation committee will continue to review, evaluate and modify the executive compensation framework as a result of our becoming a publicly-traded company after this offering. Consequently, our compensation program following this offering may, over time, vary significantly from our historical practices.

In May 2019, we engaged Compensia, a national compensation consulting firm, to provide executive compensation advisory services for 2019, including the following:

- development of a compensation peer group for purposes of conducting a series of competitive market assessments;
- an analysis of our executive officers' base salaries and equity compensation levels and plan structures for 2019;
- assistance with a review of our equity compensation strategy, including the development of award guidelines and an aggregate spending budget;
- a review of considerations and market practices related to short-term cash incentive plans; and
- a review of board of director compensation market practices among late-stage pre-IPO and recently-public technology companies.

Subsequently, in August 2020, the compensation committee retained Compensia to provide executive compensation advisory services for 2020.

Compensation Elements

In 2019, we used cash and equity compensation to provide an overall competitive total compensation and benefits package to our named executive officers that is tied to creating value, commensurate with our results and aligns with our business strategy. Set forth below are the key elements of the compensation program for our named executive officers for 2019.

Base Salary

As part of his annual performance review of his direct reports in March 2019, our CEO also reviewed their base salaries for the year. In addition to considering their past performance and expected future contributions, our CEO reviewed an analysis of competitive market data drawn from Radford technology company compensation surveys prepared by our Vice President of Human Resources. Based on these considerations, as well the fact that we place greater emphasis on providing compensation in the form of equity awards in order to motivate our named executive officers and foster long-term growth for the benefit of our stockholders, our CEO determined to increase the base salaries of our other incumbent named executive officers at that time. At the same time, our Board of Directors determined to maintain the annual base salary of our CEO at its fiscal 2018 level.

The base salaries of our incumbent named executive officers for fiscal 2019 were as follows:

Named Executive Officer	Fiscal 2018 Base Salary	Fiscal 2019 Base Salary[1]	Percentage Increase
Mr. Szulczewski	$ 450,000	$ 450,000	–%
Mr. Bahri	295,000	380,000	29
Mr. Shah	284,000	340,000	20
Mr. Chuang	210,650	252,780	20

(1) Base salary increases were effective April 1, 2019.

Subsequently, our CEO determined to increase Mr. Chuang's annual base salary to $290,000 effective August 1, 2019 in order to further recognize his contributions to the Company during 2018 and ensure internal parity with the other individuals in the Company holding similar positions.

In connection with Mr. Liu's appointment as our Director, Data Science effective September 23, 2019, we agreed to pay him an annual base salary of $275,000. In addition, we agreed to pay him a signing bonus in the amount of $50,000, subject to repayment of the full net amount of the bonus if he voluntarily leaves employment before the first anniversary of his employment start date. Mr. Liu was promoted and appointed our Vice President of Data Science on August 12, 2020.

Long-Term Incentive Compensation

As a privately-held company, we have used RSU awards as the principal component of our executive compensation program. Consistent with our compensation objectives, we believe this approach aligned our named executive officers' contributions with our long-term interests and allowed our named executive officers to be accountable for and participate in any future appreciation in our common stock. Historically, our RSU awards have generally included both a multi-year service-based vesting requirement (generally four years) and a liquidity event vesting requirement (that is, the effectiveness of either a sale event or an initial public offering) (the "Liquidity Event"), allowing them to serve as an effective retention tool while also motivating our named executive officers to work toward corporate objectives that provide a meaningful return to our stockholders.

In granting equity awards, our board of directors generally considers, among other things, the named executive officer's cash compensation, the need to create a meaningful opportunity for reward predicated on the creation of long-term stockholder value, our financial results, our total annual equity budget, an evaluation of the expected and actual performance of each named executive officer, his individual contributions and responsibilities, the retention hold of his existing equity awards and how that lapses over time as awards vest, and the recommendations of our CEO (except with respect to his own equity award).

In February 2019, our board of directors determined to grant RSU awards to certain employees who had worked as part of a series of teams involved in several projects that were considered to have had a significant positive impact on our business. The number of shares of our common stock subject to each award varied by project, the various milestones assigned to that project, and the employment level of the employee. Recipients of the awards included two of the named executive officers, Messrs. Bahri and Chuang, who were each granted RSU awards in the following amounts:

Named Executive Officer	RSU Award (number of shares)	RSU Award (grant date fair value)
Mr. Bahri	12,637	$ 1,471,958
Mr. Chuang	12,637	$ 1,471,958

The "Special Impact" awards vest (i) over a four-year period, with one-quarter of the shares of our common stock subject to the award vesting on the first anniversary of the vesting commencement date, and the remaining shares vesting monthly thereafter over 36 months in equal monthly increments, contingent upon the named executive officer remaining continuously employed by us through each applicable vesting date and (ii) subject to the occurrence of a Liquidity Event.

As part of our annual performance review cycle, in May 2019 our board of directors determined to grant RSU awards to our incumbent named executive officers other than our CEO. The number of shares of our common stock subject to each award was determined by our board of directors after considering the factors described above. Consistent with our CEO's recommendation, our board of directors determined that his existing vested and unvested equity holdings (including his 2018 RSU award covering 648,689 shares in October 2018) provided the necessary motivation and retention incentive and therefore did not grant any equity grants to him in 2019.

The RSU awards granted to our other named executive officers in the following amounts:

Named Executive Officer	RSU Award (number of shares)	RSU Award (grant date fair value)
Mr. Szulczewski	–	–
Mr. Bahri	147,429	$ 17,117,803
Mr. Shah	23,589	2,738,890
Mr. Chuang	2,949	342,405

The annual "Refresh" awards vest (i) over a four-year period, with 10% of the shares of our common stock subject to the award vesting monthly for the first year from the vesting commencement date, 20% of the shares subject to the award vesting monthly for the one-year period between the first and second anniversaries of the vesting commencement date, 30% of the shares subject to the award vesting monthly for the one-year period between the second and third anniversaries of the vesting commencement date, and 40% of the shares subject to the award vesting monthly for the one-year period between the third and fourth anniversaries of the vesting commencement date, contingent upon the named executive officer remaining continuously employed by us through each applicable vesting date and (ii) subject to the occurrence of a Liquidity Event.

In connection with Mr. Liu's appointment as our Director, Data Science effective September 23, 2019, on November 22, 2019 our board of directors granted him an RSU award for 11,794 shares with a grant date fair value of $1,335,568. This RSU award vests (i) over a four-year period, with one-quarter of the shares of our common stock subject to the award vesting on the first anniversary of the vesting commencement date, and the remaining shares vesting monthly thereafter over 36 months in equal monthly increments, contingent upon his remaining continuously employed by us through each applicable vesting date and (ii) subject to the occurrence of a Liquidity Event.

The offering currently being contemplated by this prospectus will satisfy the Liquidity Event vesting requirement. As a result, if we successfully complete this offering, the named executive officers will vest in their "Special Impact" and "Refresh" RSU awards upon their satisfaction of the service-based vesting requirement.

The RSU award agreements between us and our named executive officers provide that vested RSU awards will settle (that is, we will issue the vested shares to our named executive officer) once the named executive officer has satisfied the vesting conditions applicable to such shares, provided that shares that become vested upon our completion of an initial public offering will settle on the earlier of (i) the 185th day following the initial public offering or (ii) two and one-half months following the end of the year in which the vesting conditions are satisfied.

Information with respect to the potential accelerated vesting applied to the equity awards held by certain of our named executive officers in the event of a change of control of the Company or the termination of the named executive officer's services in connection with or following a change of control of the Company is discussed under "*Potential Payments upon Termination or Change in Control*" below.

Health and Welfare Benefits

Our named executive officers are eligible to participate in the same employee benefit plans, and on the same terms and conditions, as all other full-time, salaried U.S. employees. These benefits include medical, dental, and vision insurance, business travel insurance, an employee assistance program, health and dependent care flexible spending accounts, basic life insurance, accidental death and dismemberment insurance, short-term and long-term disability insurance and commuter benefits.

We design our employee benefits programs to be affordable and competitive in relation to the market as well as compliant with applicable laws and practices. We adjust our employee benefits programs as needed based upon regular monitoring of applicable laws and practices and the competitive market.

Retirement Benefits

We maintain a Section 401(k) plan for our employees, including our named executive officers. The Section 401(k) plan is intended to qualify under Section 401(k) of the Code, so that contributions to the plan by employees or by us, and the investment earnings thereon, are not taxable to the employees until withdrawn, and so that contributions made by us, if any, will be deductible by us when made. Currently, we do not provide company matching contributions to participants in the Section 401(k) plan.

We do not provide pension arrangements for our named executive officers or other employees, nor do we provide any nonqualified defined contribution or other deferred compensation plans to any of our employees.

Perquisites and other Personal Benefits

Currently, we do not view perquisites or other personal benefits as a significant component of our executive compensation program. Accordingly, we do not provide significant perquisites or other personal benefits to our named executive officers except as generally made available to our employees or in situations where we believe it is appropriate to assist an individual in the performance of his or her duties, to make him or her more efficient and effective, and for recruitment and retention purposes. During 2019, none of our named executive officers received perquisites or other personal benefits that were, in the aggregate, $10,000 or more for each individual.

In the future, we may provide perquisites or other personal benefits in limited circumstances, such as those described in the preceding paragraph. All future practices with respect to perquisites or other personal benefits will be approved and subject to periodic review by the compensation committee.

Employment Arrangements

We have entered into written employment offer letters with each of our named executive officers. We believe that these arrangements were necessary to secure the service of these individuals in a highly competitive job market.

Each of these employment offer letters does not have a specific term, provides for "at will" employment (meaning that either we or the named executive officer may terminate the employment relationship at any time without cause) and generally set forth the named executive officer's initial base salary, eligibility to participate in our standard employee benefit plans and programs and includes a recommendation for an equity award to be approved by our board of directors. In addition, each of these employment offer letters required the named executive officer to execute our standard Proprietary (Confidential) Information and Inventions Agreement.

The employment offer letter we entered into with Mr. Bahri provides for 100% accelerated vesting of his RSU award described in his employment offer letter if we are subject to a "sale event" (as defined in his employment offer letter) while he is providing services to us. Mr. Shah's employment offer letter provides for 50% accelerated vesting of any then unvested RSUs under his RSU award described in his employment offer letter if we are subject to a "sale event" (as defined in his employment offer letter) before his service with us terminates and he is subject to an "involuntary termination" (as defined in his employment offer letter) within 12 months following the sale event.

The severance and acceleration benefits that our named executive officers will be eligible for following this offering are described in "—Potential Payments upon Termination or Change in Control" below.

CEO Performance Award

Our board of directors intends to grant prior to the offering the CEO Performance Award under our 2010 Plan to Mr. Szulczewski covering shares of our Class B common stock. The CEO Performance Award vests only if Mr. Szulczewski satisfies a service-based vesting condition and we achieve certain stock price goals, as described below.

In order to achieve its retention, incentive and stockholder alignment objectives, the CEO Performance Award will vest only if we achieve certain significant stock price targets over a period of up to years following this offering. Our board of directors believes these stock price targets represent challenging hurdles and, if achieved, would result in a return to our stockholders in excess of market norms for comparable technology companies.

The CEO Performance Award is eligible to vest based on our stock price performance over a performance period beginning six months after the effective date of the registration statement of which this prospectus forms a part and ending on the anniversary of that effective date. The award is divided into five tranches that are eligible to vest based on the achievement of stock price targets (each referred to as a "Company Stock Price Target") measured based on an average of our stock price over a specified number of days during the performance period, as set forth below. The Company Stock Price Targets are expressed as a percentage increase above the midpoint of the price range set forth on the cover page of this prospectus (such price, the "Base Price" of the award).

	Company Stock Price Target (as % of Base Price)	Company Stock Price Target ($)	Number of RSUs Earned If Price Target Achieved*	Portion of RSUs Eligible to Vest
1.	100%			10%
2.	200%			15%
3.	300%			20%
4.	400%			25%
5.	500%			30%

In order for these RSUs to vest and except as described below in connection with certain change in control transactions, Mr. Szulczewski must remain employed as our Chief Executive Officer through the anniversary of the date of the completion of this offering and Mr. Szulczewski must serve as our Chief Executive Officer as of each subsequent Company Stock Price Target achievement date. If the stock price fails to reach a Company Stock Price Target during the performance period, that portion of the CEO Performance Award will not vest (except in certain circumstances in connection with a change in control transaction as described below). Our board of directors believes that having larger portions of the award vest upon the higher Company Stock Price Targets comprises a structure designed to achieve its incentive and alignment goals with respect to this award. The Company Stock Price Targets and the Number of RSUs Earned If Price Target Achieved will be adjusted to reflect any stock splits, stock dividends, combinations, reorganizations, reclassifications, or similar event under the 2010 Plan.

Under the terms of the CEO Performance Award, certain of the Company Stock Price Targets may also be achieved in connection with a change of control in the Company, such that Mr. Szulczewski could earn and vest in up to all of the RSUs on a transaction in which the per share value of our Class A common stock hits the % or % Company Stock Price Targets during certain portions of the performance period.

Tax and Accounting Considerations

As a general matter, we review and consider the various tax and accounting implications of the compensation vehicles that we use.

Deductibility of Executive Compensation

In approving the amount and form of compensation for our named executive officers, our board of directors will consider all elements of our cost of providing such compensation, including the potential impact of Section 162(m) of the Internal Revenue Code.

Our board of directors believes that our stockholders' interests are best served if its discretion and flexibility in awarding compensation is not restricted, even though some portion may result in non-deductible compensation expense. Thus, we expect that in future years some portion of the

compensation of our named executive officers may not be fully deductible by us for federal income tax purposes.

Accounting Implications

We follow FASB ASC Topic 718, Compensation—Stock Compensation, for our stock-based compensation awards. FASB ASC Topic 718 requires us to measure the compensation expense for all share-based payments made to our employees and the members of our board of directors, including options to purchase shares of our common stock and other stock-based awards, based on the grant date "fair value" of these awards. This calculation is performed for financial accounting purposes and reported in the compensation tables below, even though recipients may never realize any value from their awards. FASB ASC Topic 718 also requires us to recognize the compensation cost of our share-based compensation awards in our income statements over the period that a recipient is required to render services in exchange for the option or other award.

Elements of Total Compensation—Risks and Mitigating Factors

We believe that the structure of our executive compensation program provides a mix of cash and equity compensation that balances short- and long-term incentives. We believe that the different time horizons and metrics used in the annual and long-term elements of compensation provide incentives to build our business prudently and profitably over time, while encouraging retention of our top talent. In addition, each element of compensation has been designed and is administered in a manner intended to minimize potential risks to us. The result is a program that we believe mitigates inappropriate risk taking and aligns the interests of our executive officers with those of our stockholders. Moreover, we have determined that any risks arising from our compensation policies and practices for all of our employees are not reasonably likely to have a material adverse effect on us.

Summary Compensation Table for 2019

The following table sets forth information concerning the total compensation awarded to, earned by, or paid to our named executive officers for the year ended December 31, 2019.

Name and Principal Position	Salary ($)	Bonus ($)	Stock Awards ($)[1]	Non-Equity Incentive Plan Compensation ($)	All Other Compensation ($)	Total ($)
Peter Szulczewski						
Founder, CEO, Chairperson of the Board	450,000	–	–	–	–	450,000
Rajat Bahri						
Chief Financial Officer	358,750	–	18,589,761	–	–	18,948,511
Devang Shah						
General Counsel	326,000	–	2,738,890	–	–	3,064,890
Thomas Chuang						
Vice President of Operations	257,756	–	1,814,363	–	–	2,072,119
Pai Liu						
Vice President of Data Science	75,000[2]	50,000[3]	1,335,568	–	–	1,460,568

(1) The amounts reported in this column reflect the accounting value for these equity awards and may not correspond to the actual economic value that may be received by our named executive officers from the equity awards. In accordance with SEC rules, this column reflects the grant date fair value of RSUs calculated in accordance with ASC Topic 718 for stock-based compensation transactions. Our RSUs are subject to both a service-based vesting condition and a liquidity-based vesting condition. The grant date fair values do not take into account any estimated forfeitures related to the service-based vesting condition.

(2) Represents Mr. Liu's prorated annual salary of $275,000 following his commencement of employment in September 2019.

(3) Represents a signing bonus paid to Mr. Liu following his commencement of employment with us.

Grants of Plan-Based Awards Table for 2019

The following table provides information on the grants of plan-based awards made to each named executive officer during the year ended December 31, 2019.

Name	Grant Date	Estimated Future Payouts Under Equity Incentive Plan Awards Target (#)	All Other Stock Awards: Number of Shares of Stock or Units (#)	All Other Option Awards: Number of Securities Underlying Options (#)	Grant Date Fair Value of Stock and Option Awards ($)[1]
Peter Szulczewski	–	–	–	–	–
Rajat Bahri	2/5/2019	–	12,637[2]	–	1,471,958
	5/2/2019	–	147,429[3]	–	17,117,803
Devang Shah	5/2/2019	–	23,589[3]	–	2,738,890
Thomas Chuang	2/5/2019	–	12,637[2]	–	1,471,958
	5/2/2019	–	2,949[3]	–	342,405
Pai Liu	11/22/2019	–	11,794[2]	–	1,335,568

(1) This column reflects the grant date fair value of RSU awards, calculated in accordance with ASC Topic 718 for stock-based compensation. Our RSUs are subject to both a service-based vesting condition and a liquidity-based vesting condition.
(2) The service-based vesting condition is satisfied as to 1/4th of the total shares of Class B common stock underlying the RSU award on the 12-month anniversary of the Vesting Commencement Date, and the service-based condition is satisfied as to 1/36th of the remaining shares on a monthly basis thereafter, subject to continued service to us through each vesting date.
(3) The service-based vesting condition is satisfied on a monthly basis over a period of four years from the Vesting Commencement Date, with 10% of the total shares of Class B common stock underlying the RSU award vesting over the first year, 20% of the total shares vesting over the second year, 30% of the total shares vesting over the third year, and 40% of the total shares vesting over the fourth year, subject to continued service to us through each vesting date.

Outstanding Equity Awards at 2019 Year-End

The following table provides information regarding outstanding equity awards held by our named executive officers as of December 31, 2019. The number of shares subject to each award and, where applicable, the exercise price per share. The vesting schedule applicable to each outstanding award is described in the footnotes to the table below.

		Option Awards				Stock Awards	
Name	Vesting Commencement Date	Number of Securities Underlying Unexercised Options Exercisable (#)	Number of Securities Underlying Unexercised Options Unexercisable (#)	Option Exercise Price ($)	Option Expiration Date	Number of Shares or Units of Stock That Have Not Vested (#)[1]	Market Value of Shares or Units of Stock That Have Not Vested ($)(*)
Peter Szulczewski	11/17/2013	837,500[2]	–	1.49	4/15/2024	–	–
	6/9/2014	3,500,000[3]	–	2.38	8/11/2024	–	–
	1/1/2015	–	–	–	–	238,886[4]	
	6/1/2016	–	–	–	–	68,832[4]	
	4/24/2017	–	–	–	–	258,155[4]	
	1/1/2018	–	–	–	–	81,764[5]	
	9/23/2018	–	–	–	–	648,689[6]	
Rajat Bahri	12/7/2016	–	–	–	–	248,399[7]	
	1/1/2018	–	–	–	–	29,732[5]	
	1/1/2019	–	–	–	–	12,637[4]	
	4/1/2019	–	–	–	–	147,429[8]	

		Option Awards				Stock Awards	
Name	Vesting Commencement Date	Number of Securities Underlying Unexercised Options Exercisable (#)	Number of Securities Underlying Unexercised Options Unexercisable (#)	Option Exercise Price ($)	Option Expiration Date	Number of Shares or Units of Stock That Have Not Vested (#)(1)	Market Value of Shares or Units of Stock That Have Not Vested ($)(*)
Devang Shah	2/5/2018	–	–	–	–	57,367(9)	
	4/1/2019	–	–	–	–	23,589(8)	
Thomas Chuang	7/1/2014	27,900(10)	–	2.38	8/11/2024	–	–
	1/1/2015	–	–	–	–	1,620(9)	
	4/24/2017	–	–	–	–	2,004(9)	
	6/1/2016	–	–	–	–	1,620(9)	
	5/1/2018	–	–	–	–	2,081(9)	
	1/1/2019	–	–	–	–	12,637(4)	
	4/1/2019	–	–	–	–	2,949(8)	
Pai Liu	9/23/2019	–	–	–	–	11,794(4)	

(*) Market value is based on the fair market value of our Class B common stock on . As there was no public market for our common stock on , we have assumed that the fair market value on such date was $, which represents the midpoint of the price range set forth on the cover page of this prospectus.

(1) RSUs granted to our executive officers only vest upon the satisfaction of both (i) a service-based vesting condition and (ii) a liquidity-based vesting condition. The liquidity-based vesting condition is (i) the effective date of our initial public offering or (ii) a sale event (as defined in our RSU award agreements).

(2) The shares subject to this option were fully vested as of November 17, 2017.

(3) The shares subject to this option were fully vested as of June 9, 2018.

(4) The service-based vesting condition is satisfied as to 1/4th of the total shares of Class B common stock underlying the RSU award on the 12-month anniversary of the Vesting Commencement Date, and the service-based condition is satisfied as to 1/36th of the remaining shares on a monthly basis thereafter, subject to continued service to us through each vesting date.

(5) The service-based vesting condition is satisfied as to 1/60th of the total shares of Class B common stock underlying the RSU award on a monthly basis from the Vesting Commencement Date, subject to continued service to us through each vesting date.

(6) The service-based vesting condition is satisfied as to 1/48th of the total shares of Class B common stock underlying the RSU award on a monthly basis from the Vesting Commencement Date, subject to continued service to us through each vesting date.

(7) The service-based vesting condition is satisfied as to 1/5th of the total shares of Class B common stock underlying the RSU award on the 12-month anniversary of the Vesting Commencement Date, and the service-based condition is satisfied as to 1/20th of the total shares on a quarterly basis thereafter, subject to continued service to us through each vesting date.

(8) The service-based vesting condition is satisfied on a monthly basis over a period of four years from the Vesting Commencement Date, with 10% of the total shares of Class B common stock underlying the RSU award vesting over the first year, 20% of the total shares vesting over the second year, 30% of the total shares vesting over the third year, and 40% of the total shares vesting over the fourth year, subject to continued service to us through each vesting date.

(9) The service-based vesting condition is satisfied as to 1/5th of the total shares of Class B common stock underlying the RSU award on the 12-month anniversary of the Vesting Commencement Date, and the service-based condition is satisfied as to 1/48th of the remaining shares on a monthly basis thereafter, subject to continued service to us through each vesting date.

(10) The shares subject to this option were fully vested as of July 1, 2019.

Stock Vested in 2019

The following table sets forth the number of shares acquired and the value realized upon exercise of stock options during 2019 by each of our named executive officers:

	Option Awards	
Name	Number of Shares Acquired on Exercise (#)	Value Realized on Exercise ($)[1]
Peter Szulczewski	–	–
Rajat Bahri	–	–
Devang Shah	–	–
Thomas Chuang	4,600	548,872
Pai Liu	–	–

(1) The aggregate dollar amount realized upon the exercise of option awards represents the amount by which (x) the aggregate market price of the shares of our Class B common stock on the date of exercise, which is an assumed fair value as of the date of exercise, exceeds (y) the aggregate exercise price of the option.

Pension Benefits

We do not have any defined benefit pension plans.

Nonqualified Deferred Compensation

We do not offer any nonqualified deferred compensation plans.

Potential Payments upon Termination or Change in Control

We do not have employment agreements with our named executive officers. Pursuant to the terms of his employment offer letter and his RSU agreements, Mr. Bahri will receive 100% accelerated vesting of his outstanding RSU awards if we are subject to a sale event while he is providing services to us. Pursuant to the terms of his employment offer letter and his RSU agreements, Mr. Shah will receive 50% accelerated vesting of any then unvested RSUs if we are subject to a sale event while he is providing services to us and he is terminated without cause or resigns for good reason within 12 months following the sale event.

In addition, we have entered into severance and change in control agreements with each of our named executive officers that will become effective upon the completion of this offering. These agreements will have a three-year term and, with the exception of Mr. Bahri as it relates to his existing RSU awards, will supersede any acceleration provisions in the officers' offer letters.

Termination Not in Connection with a Change in Control. Pursuant to his severance and change in control agreement, if Mr. Szulczewski's employment is terminated by us without cause or he resigns for good reason, he is eligible to receive a lump sum cash payment equal to 12 months of his base salary and an additional lump sum cash payment equal to 12 months of his benefit premiums. If the employment of Mr. Bahri or Mr. Shah is terminated by us without cause or such officer resigns for good reason, such officer is eligible to receive a lump sum cash payment equal to six months of his base salary, an additional lump sum cash payment equal to six months of his benefit premiums, and 12 months accelerated vesting of his time-based equity awards. If the employment of one of our other named executive officers is terminated by us without cause, the officer will be eligible to receive a lump sum cash payment equal to six months of his base salary and an additional lump sum cash payment equal to six months of his benefit premiums.

Termination in Connection with a Change in Control. Pursuant to his severance and change in control agreement, if Mr. Szulczewski's employment is terminated by us without cause or he resigns for good reason, in either case within three months prior to or 12 months after a change in control, he is eligible to receive a lump sum cash payment equal to 18 months of his base salary, an additional lump sum cash payment equal to 18 months of his benefit premiums and full acceleration of his time-based equity awards. If the employment of one of our other named executive officers is terminated by us without cause or he resigns for good reason, in either case within three months prior to or 12 months after a change in control, the officer will be eligible to receive a lump sum cash payment equal to 12 months of his base salary, an additional lump sum cash payment equal to 12 months of his benefit premiums and full acceleration of his time-based equity awards.

For purposes of the severance and change in control agreements, the terms "cause," "change in control" and "good reason" have the following meanings:

"Cause" means an officer's willful and intentional unauthorized use or disclosure of our confidential information or trade secrets which causes material harm, material breach of any agreement with us, material failure to comply with our written policies or rules, conviction of a felony, gross negligence or willful misconduct, continuing failure to perform assigned duties (other than as a result of a disability) or failure to cooperate in good faith with a governmental or internal investigation.

"Good Reason" means a material diminution in the nature or scope of the officer's responsibilities, authority, powers, functions or duties, a material reduction in the officer's base salary, or a requirement that the officer relocate more than 50 miles.

"Change in Control" means any person (other than Peter Szulczewski) acquires ownership of more than 50% of our voting stock, a sale of all or substantially all of our assets, consummation of a merger of the company with or into another entity if our capital stock represents less than 50% of the voting power of the surviving entity or its parent, or certain changes in the composition of our board of directors.

The following table sets forth the amounts payable to each of our current named executive officers based on an assumed termination or change of control of us as of December 31, 2019:

Name	Cash Severance ($)	Health and Other Insurance Benefits ($)	Stock Options (Unvested and Accelerated) ($)	Restricted Stock Units (Unvested and Accelerated) ($)[1]	Total ($)
Peter Szulczewski					
Termination for reasons other than Cause, death or Disability, or for Good Reason					
Change in Control or Termination in connection with a Change in Control					
Rajat Bahri					
Termination for reasons other than Cause, death or Disability, or for Good Reason					
Change in Control or Termination in connection with a Change in Control[2]					
Devang Shah					
Termination for reasons other than Cause, death or Disability, or for Good Reason					
Change in Control or Termination in connection with a Change in Control[3]					
Thomas Chuang					
Termination for reasons other than Cause, death or Disability, or for Good Reason					
Change in Control or Termination in connection with a Change in Control					
Pai Liu					
Termination for reasons other than Cause, death or Disability, or for Good Reason					
Change in Control or Termination in connection with a Change in Control					

(1) The value of accelerated RSUs were determined by multiplying the number of unvested and accelerated RSUs by the assumed initial public offering price of $ per share, the midpoint of the price range set forth on the coverage page of this prospectus.
(2) Mr. Bahri is entitled to receive 100% accelerated vesting of his outstanding RSUs if we are subject to a sale event while he is providing services to us
(3) Mr. Shah is entitled to receive 50% accelerated vesting of any then unvested RSUs upon a qualifying termination of employment within 12 months of the change in control.

2020 Equity Incentive Plan

General

Our board of directors adopted and approved our 2020 Equity Incentive Plan (the “2020 Plan”) on November 19, 2020 and we intend to submit it to our stockholders for approval prior to the offering. While our 2020 Plan became effective immediately on adoption, no awards will be made under it until the effective date of the registration statement of which this prospectus is a part. Our 2020 Plan is intended to replace our 2010 Stock Plan (the “2010 Plan”). However, awards outstanding under our 2010 Plan will continue to be governed by their existing terms. Our 2020 Plan has the features described below.

Share Reserve

The number of shares of our Class A common stock available for issuance under our 2020 Plan will equal the sum of 3,600,000 shares plus up to shares remaining available for issuance under, or issued pursuant to or subject to awards granted under, our 2010 Plan. The number of shares reserved for issuance under our 2020 Plan will be increased automatically on the first business day of each of our fiscal years, commencing in 2022 and ending in 2030, by a number equal to the lesser of:

- 5% of the shares of common stock outstanding on the last business day of the prior fiscal year; or
- the number of shares determined by our board of directors.

In general, to the extent that any awards under our 2020 Plan are forfeited, terminate, expire or lapse without the issuance of shares, or if we repurchase the shares subject to awards granted under our 2020 Plan, those shares will again become available for issuance under our 2020 Plan, as will shares applied to pay the exercise or purchase price of an award or to satisfy tax withholding obligations related to any award.

Administration

The compensation committee of our board of directors will administer our 2020 Plan. The compensation committee will have complete discretion to make all decisions relating to our 2020 Plan and outstanding awards, including repricing outstanding options and modifying outstanding awards in other ways.

Eligibility

Employees, non-employee directors, consultants and advisors will be eligible to participate in our 2020 Plan.

Under our 2020 Plan, the aggregate grant date fair value of awards granted to our non-employee directors may not exceed $1,000,000 in any one fiscal year, except that the grant date fair value of awards granted to newly appointed non-employee directors may not exceed $2,000,000 in the fiscal year in which such non-employee director is initially appointed to our board of directors.

Types of Awards

Our 2020 Plan will provide for the following types of awards:

- incentive and nonstatutory stock options;
- stock appreciation rights;
- restricted shares; and
- restricted stock units.

Options and Stock Appreciation Rights

The exercise price for options granted under our 2020 Plan may not be less than 100% of the fair market value of our Class A common stock on the grant date. Optionees will be permitted to pay the exercise price in cash or, with the consent of the compensation committee:

- with shares of common stock that the optionee already owns;
- by an immediate sale of shares through a broker approved by us;

- by instructing us to withhold a number of shares having an aggregate fair market value that does not exceed the exercise price; or
- by other methods permitted by applicable law.

An optionee who exercises a stock appreciation right receives the increase in value of our Class A common stock over the base price. The base price for stock appreciation rights may not be less than 100% of the fair market value of our Class A common stock on the grant date. The settlement value of a stock appreciation right may be paid in cash, shares of our Class A common stock or a combination.

Options and stock appreciation rights vest as determined by the compensation committee. In general, they will vest over a four-year period following the date of grant or, in the case of grants made to new hires, over the four-year period following their first day of employment. Options and stock appreciation rights expire at the time determined by the compensation committee but in no event more than 10 years after they are granted. These awards generally expire earlier if the participant's service terminates earlier.

Restricted Shares and Stock Units

Restricted shares and stock units may be awarded under our 2020 Plan in return for any lawful consideration, and participants who receive restricted shares or stock units generally are not required to pay cash for their awards. In general, these awards will be subject to vesting. Vesting may be based on length of service or upon satisfaction of other conditions determined by the compensation committee.

Settlement of vested stock units may be made in the form of cash, shares of Class A common stock or a combination of both.

Corporate Transactions

In the event we are a party to a merger, consolidation or certain change in control transactions, outstanding awards granted under our 2020 Plan, and all shares acquired under our 2020 Plan, will be subject to the terms of the definitive transaction agreement (or, if there is no such agreement, as determined by our compensation committee). Unless an award agreement provides otherwise, such treatment may include any of the following with respect to each outstanding award:

- the continuation, assumption or substitution of an award by a surviving entity or its parent;
- the cancellation of an award without payment of any consideration;
- the cancellation of the vested portion of an award (and any portion that becomes vested as of the effective time of the transaction) in exchange for a payment equal to the excess, if any, of the value that the holder of each share of our Class A common stock receives in the transaction over (if applicable) the exercise price otherwise payable in connection with the award; or
- the assignment of any reacquisition or repurchase rights held by us in respect of an award of restricted shares to the surviving entity or its parent (with proportionate adjustments made to the price per share to be paid upon exercise of such rights).

The vesting of an outstanding award may be accelerated by the compensation committee upon the occurrence of a change in control, whether or not the award is to be assumed or replaced in the transaction, or in connection with a termination of service following a change in control transaction.

A change in control includes:

- any person acquiring beneficial ownership of more than 50% of our total voting power, other than Peter Szulczewski;
- the sale or other disposition of all or substantially all of our assets;
- our merger or consolidation after which our voting securities represent 50% or less of the total voting power of the surviving or acquiring entity; or
- the members of our board cease to constitute a majority of the members of our board over a period of 12 months, excluding any new members appointed or elected by the then incumbent board.

Changes in Capitalization

In the event of certain changes in our capital structure without our receipt of consideration, such as a stock split, reverse stock split or dividend paid in Class A common stock, proportionate adjustments will automatically be made to:

- the maximum number and kind of shares available for issuance under our 2020 Plan, including the maximum number and kind of shares that may be issued upon the exercise of incentive stock options;
- the maximum number and kind of shares covered by, and exercise price, base price or purchase price, if any, applicable to each outstanding stock award.; and
- the maximum number and kind of shares by which the share reserve may increase automatically each year.

In the event that there is a declaration of an extraordinary dividend payable in a form other than our Class A common stock in an amount that has a material effect on the price of our common stock, a recapitalization, a spin-off or a similar occurrence, the compensation committee may make such adjustments to any of the foregoing as it deems appropriate, in its sole discretion.

Amendments or Termination

Our board of directors may amend or terminate our 2020 Plan at any time. If our board of directors amends our 2020 Plan, it does not need stockholder approval of the amendment unless required by applicable law, regulation or rules. Our 2020 Plan will terminate automatically 10 years after the later of the date when our board of directors adopts our 2020 Plan or it approves a share increase that is also approved by our stockholders.

2010 Stock Plan

General

Our board of directors and stockholders adopted our 2010 2010 Plan in July 2010, which was subsequently amended from time to time.

As of September 30, 2020, we have reserved 14,947,861 shares of our Class B common stock for issuance under our 2010 Plan. There were outstanding options to purchase 7,494,365 shares of Class B common stock, at exercise prices ranging from $0.01 to $55.56 per share, or a weighted-average exercise price of $2.34 per share, 5,023,516 shares of Class B common stock issuable upon the vesting and settlement of RSUs, and 195,353 shares of Class B common stock remained available for future issuance. Unissued shares subject to awards that expire or are cancelled and shares reacquired by us will again become available for issuance under our 2010 Plan or, following consummation of this offering, under our 2020 Plan.

2020 Employee Stock Purchase Plan

General

Our board of directors adopted and approved our 2020 Employee Stock Purchase Plan (the "2020 ESPP") on November 19, 2020, and we intend to submit it to our stockholders for approval prior to the offering. Our 2020 ESPP will be subsequently approved by our stockholders. We expect that our 2020 ESPP will become effective as of the effective date of the registration statement of which this prospectus is a part. Our 2020 ESPP is intended to qualify under Section 423 of the Code. Our 2020 ESPP has the features described below.

Share Reserve

750,000 shares of our Class A common stock have been reserved for issuance under our 2020 ESPP. The number of shares reserved for issuance under our 2020 ESPP will automatically be increased on the first business day of each of our fiscal years, commencing in 2022 and ending in 2040, by a number equal to the least of:

- 750,000 shares;
- 1% of the shares of common stock outstanding on the last business day of the prior fiscal year; or
- the number of shares determined by our board of directors.

The number of shares reserved under our 2020 ESPP will automatically be adjusted in the event of a stock split, stock dividend or a reverse stock split (including an adjustment to the per-purchase period share limit).

Administration

The compensation committee of our board of directors will administer our 2020 ESPP.

Eligibility

All of our employees or of any participating subsidiaries will generally be eligible to participate in our 2020 ESPP, although the administrator may exclude certain categories of employees from an offering period, as permitted by applicable law, including employees employed for less than two years, working less than 20 hours per week, who are employed less than five months per year, or are highly compensated employees. Eligible employees may begin participating in our 2020 ESPP at the start of any offering period.

Offering Periods

Each offering period will last a number of months determined by the compensation committee, not to exceed 27 months. A new offering period will begin periodically, as determined by the compensation committee. Offering periods may overlap or may be consecutive. Unless otherwise determined by the compensation committee, offering periods of 24 months' duration will begin each year on May 21st and November 21st. Unless determined otherwise by the administrator, the first offering period will begin on the effective date of the registration statement related to this offering and will end on November 20, 2022, with the first purchase date occurring on May 20, 2021.

Amount of Contributions

Our 2020 ESPP will permit each eligible employee to purchase common stock through payroll deductions. Each employee's payroll deductions may not exceed 15% of the employee's cash

compensation. Each participant may purchase up to the number of shares determined by our board of directors on any purchase date, not to exceed 250 shares. The value of the shares purchased in any calendar year may not exceed $25,000. Participants may withdraw their contributions at any time before stock is purchased.

Purchase Price

The price of each share of common stock purchased under our 2020 ESPP will not be less than 85% of the lower of the fair market value per share of common stock on the first day of the applicable offering period (or, in the case of the first offering period, the price at which one share of common stock is offered to the public in this offering) or the fair market value per share of common stock on the purchase date.

Other Provisions

Employees may end their participation in our 2020 ESPP at any time. Participation ends automatically upon termination of employment with us. If we experience a change in control, our 2020 ESPP will end and shares will be purchased with the payroll deductions accumulated to date by participating employees. Our board of directors or our compensation committee may amend or terminate our 2020 ESPP at any time.

CERTAIN RELATIONSHIPS AND RELATED PERSON TRANSACTIONS

In addition to the compensation arrangements with directors and executive officers described under “Executive Compensation” and “Management” and the registration rights described elsewhere in this prospectus, the following is a description of each transaction since January 1, 2017 and each currently proposed transaction in which:

- we have been or are to be a participant;
- the amount involved exceeds or will exceed $120,000; and
- any of our directors, executive officers or beneficial holders of more than 5% of our capital stock, or any immediate family member of, or person sharing the household with, any of these individuals (other than tenants or employees), had or will have a direct or indirect material interest.

Equity Financings

Series H Redeemable Convertible Preferred Stock Financing

In March 2019, we entered into a closing of a Series H redeemable convertible preferred stock financing, pursuant to which we sold 943,548 shares of Series H redeemable convertible preferred stock at a purchase price of $169.573 per share for aggregate proceeds of $160 million. General Atlantic (WI), L.P. purchased 884,577 shares of Series H redeemable convertible preferred stock. Mr. Syed, a member of our board of directors, is a Managing Director of General Atlantic LLC, which is an affiliate of General Atlantic (WI), L.P.

Series G Redeemable Convertible Preferred Stock Financing

From September 2017 until October 2017, we entered into various closings of a Series G redeemable convertible preferred financing, pursuant to which we sold 1,687,319 shares of Series G redeemable convertible preferred stock at a purchase price of $134.533 per share for aggregate proceeds of approximately $227 million. The following table summarizes purchases of our Series G redeemable convertible preferred stock by beneficial holders of more than 5% of our outstanding capital stock and entities managed by certain of our directors:

Name of Stockholder	Shares of Series G Redeemable Convertible Preferred Stock (#)	Total Purchase Price ($)
Entities affiliated with The Founders Fund[1]	37,166	5,000,052
DST Investments XVI, L.P.[2]	460,854	62,000,071
Entities affiliated with 8VC[3]	14,866	1,999,968

(1) Affiliates of The Founders Fund holding our securities, whose shares are aggregated for purposes of determining holders of 5% or more of our outstanding capital stock as of the Series G Stock redeemable convertible preferred stock financing and for purposes of reporting the above share ownership information, are, The Founders Fund V, LP, The Founders Fund V Entrepreneurs Fund, LP, The Founders Fund V Principals Fund, LP and FF Wish VI, LLC.

(2) Affiliates of DST Investments holding our securities, whose shares are aggregated for purposes of determining holders of 5% or more of our outstanding capital stock as of the Series G redeemable convertible preferred stock financing, are, DST Global IV, L.P., DST Global IV Co-Invest, L.P., DST Global V, L.P., DST Investments XI, L.P., DST Investments XV, L.P., and DST Investments XVI, L.P..

(3) Affiliates of 8VC holding our securities, whose shares are aggregated for purposes of determining holders of 5% or more of our outstanding capital stock as of the Series G redeemable convertible preferred stock financing are Formation8 Partners, 8VC Co-Invest Fund, I, L.P., F8 StarLight SPV, L.P, F8 StarLight SPV II, L.P., Anduin I, L.P. and CL SPV. Mr. Lonsdale, a member of our board of directors holds ultimate voting and investment power with regard to the securities held directly by the trusts and entities listed above.

Certain Transactions with our Chief Executive Officer, President, and Chairperson.

In June 2019, we repurchased 142,974 shares of common stock from Mr. Szulczewski for $121.70 per share for an aggregate purchase price of approximately $17.4 million.

In August 2020, Mr. Szulczewski repaid a loan we previously issued to him in the amount of approximately $1.1 million to reimburse certain expenses incurred by the Company on behalf of Mr. Szulczewski.

In August 2020, we paid a fee in the amount of $280,000 to the United States Treasury Department in connection with a change in the composition of our board of directors, which resulted in an increase in Mr. Szulczewski's voting rights on our board of directors, as required by the Hart-Scott-Rodino Antitrust Improvements Act of 1976.

Right of First Refusal and Repurchases

Pursuant to certain agreements with our stockholders, including our amended and restated first refusal and co-sale agreement dated originally dated May 11, 2012 and amended and restated on August 25, 2020, we or our assignees have a right to purchase shares of our capital stock that stockholders propose to sell to other parties. Since January 1, 2017, we have (i) waived our right of first refusal in connection with the sale of 1,227,607 shares of our Class B common stock in 26 separate transactions and (ii) exercised our right of first refusal in one transaction that involved the repurchase of 142,974 shares of our Class B common stock, that involved the sale or purchase or repurchase of such shares by our directors and officers, entities with which certain of our directors are affiliated and certain holders of more than 5% of our capital stock. Each of Messrs. Szulczewski, Lonsdale, Zhang, and Chuang, as well as 8VC Co-Invest Fund I, L.P. and FF Wish VI, LLC, were parties in one or more of these transactions.

Amended and Restated Voting Agreement

On March 18, 2019, we entered into an amended and restated voting agreement, with certain holders of our common stock and the holders of our redeemable convertible preferred stock, including our founder and chief executive officer, holders of more than 5% of our capital stock and entities with which certain of our directors are affiliated, with respect to the election of our directors and certain other matters. All of our current directors were elected pursuant to the terms of this agreement. The amended and restated voting agreement will terminate upon the completion of this offering.

Amended and Restated First Refusal and Co-Sale Agreement

On August 25, 2020, we entered into an amended and restated first refusal and co-sale agreement with holders of our common stock and redeemable convertible preferred stock, including our founder and chief executive officer, holders of more than 5% of our capital stock and entities with which certain of our directors are affiliated. This agreement provides the holders of redeemable convertible preferred stock a right of purchase and of co-sale in respect of sales of securities by certain holders of our common stock. The rights of purchase and co-sale will terminate upon the completion of this offering.

Amended and Restated Investors' Rights Agreement

On March 18, 2019, we entered into an amended and restated investors' rights agreement with holders of our redeemable convertible preferred stock, including holders of more than 5% of our capital stock and entities with which certain of our directors are affiliated. These stockholders are entitled to

rights with respect to the registration of their shares following this offering under the Securities Act. For a description of these registration rights, see “Description of Capital Stock—Registration Rights.”

Management Rights Letters

In connection with our sale of our redeemable convertible preferred stock, we entered into management rights letters with certain purchasers of our redeemable convertible preferred stock, including holders of more than 5% of our capital stock and entities with which certain of our directors are affiliated, pursuant to which such entities were granted certain management rights, including the right to consult with and advise our management on significant business issues, review our operating plans, examine our books and records and inspect our facilities. These management rights will terminate upon completion of this offering.

Indemnification Agreements

Our amended and restated certificate of incorporation, which will be effective upon the completion of this offering, will contain provisions limiting the liability of directors, and our amended and restated bylaws, which will be effective upon the completion of this offering, will provide that we will indemnify each of our directors to the fullest extent permitted under Delaware law.

We also intend to enter into indemnification agreements with each of our directors and executive officers. The indemnification agreements will provide that we will indemnify each such person against any and all expenses incurred by such person because of his or her status as one of our directors or executive officers, to the fullest extent permitted by Delaware law, our amended and restated certificate of incorporation and our amended and restated bylaws. In addition, the indemnification agreements will provide that, to the fullest extent permitted by Delaware law, we will advance all expenses incurred by our directors and executive officers in connection with a legal proceeding involving his or her status as a director, executive officer or employee.

Policies and Procedures for Related Person Transactions

Our audit committee has the primary responsibility for the review, approval and oversight of any “related person transaction,” which is any transaction, arrangement, or relationship (or series of similar transactions, arrangements, or relationships) in which we are, were, or will be a participant and the amount involved exceeds $120,000, and in which the related person had, has, or will have a direct or indirect material interest. We intend to adopt a written related person transaction policy to be effective upon the completion of this offering. Under our related person transaction policy, our management will be required to submit any related person transaction not previously approved or ratified by our audit committee to our audit committee. In approving or rejecting the proposed transactions, our audit committee will take into account all of the relevant facts and circumstances available. Our audit committee will approve only those transactions that, as determined by our audit committee, are in, or are not inconsistent with, our best interests and the best interests of our stockholders.

Although we have not had a written policy prior to this offering for the review and approval of transactions with related persons, our board of directors has historically reviewed and approved any transaction where a director or officer had a financial interest, including the transactions described above. Prior to approving such a transaction, the material facts as to a director’s or officer’s relationship or interest as to the agreement or transaction were disclosed to our board of directors. Our board of directors would take this information into account when evaluating the transaction and in determining whether such transaction was fair to us and in the best interest of all of our stockholders.

PRINCIPAL STOCKHOLDERS

The following table sets forth certain information with respect to the beneficial ownership of our common stock as of October 31, 2020, and as adjusted to reflect the sale of Class A common stock offered by us in this offering, for:

- each stockholder known by us to be the beneficial owner of more than 5% of our outstanding shares of Class A common stock or Class B common stock;
- each of our directors;
- each of our named executive officers; and
- all of our directors and executive officers as a group.

We have determined beneficial ownership in accordance with the rules of the SEC. Except as indicated by the footnotes below, we believe, based on the information furnished to us, that the persons and entities named in the table below have sole voting and investment power with respect to all shares of Class A common stock or Class B common stock that they beneficially own, subject to applicable community property laws.

We have based our calculation of the percentage of beneficial ownership prior to this offering on 43,155,832 shares of our Class A common stock and 10,905,916 shares of our Class B common stock outstanding as of October 31, 2020, assuming the reclassification of all outstanding shares of our common stock into an equivalent number of shares of our Class B common stock, the automatic conversion and reclassification of our redeemable convertible preferred stock into 42,169,192 shares of our Class A common stock, the cashless exercise of an outstanding warrant to purchase 986,640 shares of our Series B redeemable convertible preferred stock outstanding as of October 31, 2020 into 986,640 shares of our Class A common stock at an exercise price of $0.0001 per share, each of which we expect to occur immediately prior to the completion of this offering. For purposes of calculating the percentage of beneficial ownership prior to this offering, we did not include the effect of any voting agreements or voting proxies that terminate upon the offering. We have based our calculation of the percentage of beneficial ownership after this offering on shares of our Class A common stock and shares of our Class B common stock outstanding immediately after the completion of the offering and assuming no exercise by the underwriters of their option to purchase additional shares. We have deemed shares of our Class B common stock subject to stock options that are currently exercisable or exercisable within 60 days of October 31, 2020 or issuable pursuant to RSUs which are subject to vesting and settlement conditions expected to occur within 60 days of October 31, 2020 (assuming the satisfaction of the liquidity-based vesting condition) to be outstanding and to be beneficially owned by the person holding the stock option or RSU for the purpose of computing the percentage ownership of that person. We did not deem these shares outstanding, however, for the purpose of computing the percentage ownership of any other person.

Unless otherwise indicated, the address of each beneficial owner listed in the table below is One Sansome Street, 40th Floor, San Francisco, California 94104.

Name of Beneficial Owner	Shares Beneficially Owned Prior to this Offering				% of Total Voting Power Before Our Initial Public Offering[1]	Shares Beneficially Owned After this Offering				% of Total Voting Power After Our Initial Public Offering[1]
	Class A		Class B			Class A		Class B		
	Shares	%	Shares	%		Shares	%	Shares	%	
Named Executive Officers and Directors:										
Peter Szulczewski[2]	–	–	10,443,867	64.5	56.9					
Shares subject to voting proxies[3]	199,983	*	106,060	1.0	*					
Total[2][3]	199,983	*	10,549,927	65.4	57.8					
Julie Bradley	–	–	–	–	–					
Ari Emanuel[4]	37,166	*	2,500	*	*					
Joe Lonsdale[5]	6,944,338	16.1	887,351	8.1	6.0					
Tanzeen Syed[6]	1,635,923	3.8	140,000	1.3	1.2					
Stephanie Tilenius[7]	–	–	–	–	–					
Hans Tung[8]	3,334,064	7.7	469,660	4.3	3.1					
Rajat Bahri[9]	–	–	258,064	2.3	1.0					
Devang Shah[10]	–	–	39,558	*	*					
Thomas Chuang[11]	–	–	40,883	*	*					
Pai Liu[12]	–	–	4,422	*	*					
All executive officers and directors as a group (10 persons)[13]	12,151,474	28.2	12,392,365	74.8	69.4					
Other 5% Stockholders:										
Entities affiliated with DST Global[14]	10,379,538	24.1	–	–	4.0					
Entities affiliated with The Founders Fund[15]	6,177,458	14.3	70,254	*	2.6					
Entities affiliated with Formation8 Partners[16]	6,935,480	16.1	657,320	6.0	5.2					
Entities affiliated with GGV Capital[17]	3,334,064	7.7	469,660	4.3	3.1					
Republic Technologies Pte. Ltd.[18]	2,683,488	6.2	–	–	1.0					
Sheng Zhang[19]	–	–	2,669,129	19.9	9.3					

*= Less than 1 percent.

(1) Percentage of total voting power represents voting power with respect to all shares of our Class A and Class B common stock, as a single class. The holders of our Class B common stock are entitled to 20 votes per share, and holders of our Class A common stock are entitled to one vote per share. For more information about the voting rights of our Class A and Class B common stock, see “Description of Capital Stock—Common Stock.”

(2) Consists of (i) 5,149,424 shares of Class B common stock, (ii) 4,337,500 shares of Class B common stock issuable upon exercise of options exercisable within 60 days of October 31, 2020 and (iii) 956,943 shares of Class B common stock issuable upon vesting and settlement of restricted stock units within 60 days of October 31, 2020. Mr. Szulczewski also holds 339,383 restricted stock units which are subject to vesting conditions not expected to occur within 60 days of October 31, 2020.

(3) Consists of 199,983 shares of our Class A common stock and 2,593,129 shares of our Class B common stock held by other stockholders over which Mr. Szulczewski holds an irrevocable proxy, pursuant to voting agreements between Mr. Szulczewski, us and such stockholders, including certain of our directors and holders of more than 5% of our capital stock with respect to certain matters, as indicated in the footnotes below. Other than on outstanding proxy that survives this offering, the proxies only become effective upon the closing of this offering. We do not believe that the parties to these proxies constitute a “group” under Section 13 of the Securities Exchange Act of 1934, as amended, as Mr. Szulczewski

exercises voting control over these shares. For more information about the proxies, see “Description of Capital Stock—Voting Agreements.”

(4) Consists of 37,166 shares of Class A common stock held by Mr. Emanuel and 2,500 shares of Class B common stock issuable upon vesting and settlement of restricted stock units within 60 days of October 31, 2020. Mr. Emanuel also holds 7,500 unvested restricted stock units which are subject to vesting conditions not expected to occur within 60 days of October 31, 2020.

(5) Consists of (i) 70,570 shares of Class B common stock and 25,000 shares of Class B common stock issuable upon exercise of options exercisable within 60 days of October 31, 2020 held by Mr. Lonsdale, (ii) 886 shares of Class A common stock and 103,575 shares of Class B common stock held by the Children’s Trust Created Under The Brunswick Liberty Trust Dated February 15, 2018, (iii) 3,986 shares of Class A common stock and 15,443 shares of Class B common stock held by the Trust for Jeffrey Lonsdale created under The Brunswick Liberty Trust dated February 15, 2018, (iv) 3,986 shares of Class A common stock and 15,443 shares of Class B common stock held by the Trust for Jonathan Lonsdale created under The Brunswick Liberty Trust dated February 15, 2018, (v) 4,654,110 shares of Class A common stock, 580,063 shares of Class B common stock and 986,640 shares of Class A common stock issuable upon exercise of a Series B redeemable convertible preferred stock warrant held by Formation8 Partners, (vi) 204,996 shares of Class A common stock and 77,257 shares of Class B common stock held by 8VC Co-Invest Fund, I, L.P., (vii) 539,955 shares of Class A common stock held by F8 StarLight SPV, L.P., (viii) 157,908 shares of Class A common stock held by F8 StarLight SPV II, L.P., (iv) 147,094 shares of Class A common stock held by Anduin I, L.P. and (x) 244,777 shares of Class A common stock held by CL SPV, L.P. Mr. Lonsdale, a member of our board of directors holds ultimate voting and investment power with regard to the securities held directly by the trusts and entities listed above. The address for Mr. Lonsdale is c/o 8VC, Pier 5, Suite 101, San Francisco, CA 94111.862,351 shares of our Class B common stock held by 8VC Co-Invest Fund I, L.P., Formation8 Partners, and Joe Lonsdale and related trusts, collectively, are subject to a proxy in favor of Mr. Szulczewski referred to in footnote (3) above.

(6) Consists of (i) 140,000 shares of Class B common stock and (ii) 1,635,923 shares of Class A common stock held by General Atlantic (WI), L.P. (“GA WI”). The limited partners that share beneficial ownership of the shares held by GA WI are the following General Atlantic investment funds (the “GA Funds”): General Atlantic Partners 100, L.P. (“GAP 100”), General Atlantic Partners (Bermuda) EU, L.P. (“GAP EU”), General Atlantic Partners (Lux) SCSp (“GAP Lux”), GAP Coinvestments III, LLC (“GAPCO III”), GAP Coinvestments IV, LLC (“GAPCO IV”), GAP Coinvestments V, LLC (“GAPCO V”) and GAP Coinvestments CDA, L.P. (“GAPCO CDA”).

The general partner of GA WI is General Atlantic (SPV) GP, LLC (“GA SPV”). The general partner of GAP Lux is General Atlantic GenPar (Lux) ScSp (“GA GenPar Lux”) and the general partner of GA GenPar Lux is General Atlantic (Lux) S.à r.l. (“GA Lux”). The general partner of GAP Bermuda EU and the sole shareholder of GA Lux is General Atlantic GenPar (Bermuda), L.P. (“GenPar Bermuda”). GAP (Bermuda) Limited (“GAP (Bermuda) Limited”) is the general partner of GenPar Bermuda. The general partner of GAP 100 is General Atlantic GenPar, L.P. (“GA GenPar”) and the general partner of GA GenPar is General Atlantic LLC (“GA LLC”). GA LLC is the managing member of GAPCO III, GAPCO IV and GAPCO V, the general partner of GAPCO CDA and is the sole member of GA SPV. There are eight members of the management committee of GA LLC (the “GA Management Committee”). The members of the GA Management Committee are also the members of the management committee of GAP (Bermuda) Limited. GA LLC, GA GenPar, GAP (Bermuda) Limited, GenPar Bermuda, GA Lux, GA GenPar Lux, GA SPV and the GA Funds (collectively, the “GA Group”) are a “group” within the meaning of Rule 13d-5 of the Securities Exchange Act of 1934, as amended. The mailing address of the foregoing General Atlantic entities (other than GAP Bermuda EU, GAP Lux, GA GenPar Lux, GA Lux, GenPar Bermuda and GAP (Bermuda) Limited) is c/o General Atlantic Service Company, L.P., 55 East 52nd Street, 33rd Floor, New York, NY 10055. The mailing address of GAP Bermuda EU, GenPar Bermuda, and GAP (Bermuda) Limited is Clarendon House, 2 Church Street, Hamilton HM 11, Bermuda. The mailing address for GAP Lux, GA GenPar Lux and GA Lux is Luxembourg is 412F, Route d’Esch, L-2086 Luxembourg.

Each of the members of the GA Management Committee disclaims ownership of the shares except to the extent that he has a pecuniary interest therein. Mr. Syed is a Managing Director of GA LLC and serves as a director of the Company. Mr. Syed disclaims ownership of all such shares except to the extent that he has a pecuniary interest therein.

(7) Ms. Tilenius holds 11,111 restricted stock units which are subject to vesting conditions not expected to occur within 60 days of October 31, 2020.

(8) Consists of (i) 55,614 shares of Class A common stock and 9,752 shares of Class B common stock held by GGV Capital IV Entrepreneurs Fund L.P., (ii) 2,622,921 shares of Class A common stock and 459,908 shares of Class B common stock held by GGV Capital IV L.P. and (iii) 655,529 shares of Class A common stock held by GGV Capital Select L.P. GGV Capital IV L.L.C. is the general partner of GGV Capital IV Entrepreneurs Fund L.P. and GGV Capital IV L.P. The general partner of GGV Capital Select L.P. is GGV Capital Select L.L.C. Mr. Tung, a member of our board of directors, is a Managing Partner of GGV Capital V L.L.C. and GGV Capital Select L.L.C. and therefore, may be deemed to share voting and investment power with regard to the securities held directly such entities. The address for Mr. Tung is c/o GGV Capital, 3000 Sand Hill Road, Building 4, Suite 230, Menlo Park, California 94025.

(9) Consists of 258,064 shares of Class B common stock issuable upon vesting and settlement of restricted stock units within 60 days of October 31, 2020. Mr. Bahri also holds 205,133 restricted stock units which are subject to vesting conditions not expected to occur within 60 days of October 31, 2020.

(10) Consists of 39,558 shares of Class B common stock issuable upon vesting and settlement of restricted stock units within 60 days of October 31, 2020. Mr. Shah also holds 66,398 restricted stock units which are subject to vesting conditions not expected to occur within 60 days of October 31, 2020.

(11) Consists of 27,900 shares of Class B common stock issuable upon exercise of options exercisable within 60 days of October 31, 2020 and 12,983 shares of Class B common stock issuable upon vesting and settlement of restricted stock units within 60 days of October 31, 2020. Mr. Chuang also holds 19,928 restricted stock units which are subject to vesting conditions not expected to occur within 60 days of October 31, 2020.

(12) Consists of 4,422 shares of Class B common stock issuable upon vesting and settlement of restricted stock units within 60 days of October 31, 2020. Mr. Liu also holds 19,167 restricted stock units which are subject to vesting conditions not expected to occur within 60 days of October 31, 2020.

(13) Consists of (i) 11,951,491 shares of Class A common stock beneficially owned by our directors and named executive officers, (ii) 6,621,435 shares of Class B common stock beneficially owned by our directors and named executive officers and (iii) 5,664,870 shares of Class B common stock issuable to our directors and named executive officers upon exercise of outstanding stock options and vesting and settlement of RSUs exercisable or issuable within 60 days of October 31, 2020. The directors and officers also hold 668,620 restricted stock units which are subject to vesting conditions not expected to occur within 60 days of October 31, 2020.

(14) Represents (i) 3,440,340 shares of Class A common stock held by DST Global IV, L.P., (ii) 647,825 shares of Class A common stock held by DST Global IV Co-Invest, L.P., (iii) 1,619,564 shares of Class A common stock held by DST Global V, L.P., (iv) 2,858,533 shares of Class A common stock held by DST Investments XI, L.P., (v) 1,352,422 shares of Class A common stock held by DST Investments XV, L.P., and (vi) 460,854 shares of Class A common stock held by DST Investments XVI, L.P. We refer to DST Global IV, L.P., DST Global IV Co-Invest, L.P., DST Global V, L.P., DST Investments XI, L.P., DST Investments XV, L.P., and DST Investments XVI, L.P. as DST Global. The DST Global limited partnerships are each controlled by their general partners, DST Managers Limited and DST Managers V Limited, respectively (the “DST Global General Partners”). The DST Global General Partners hold ultimate voting and investment power over the shares held by the DST Global. Despoina Zinonos is the President of the DST General Partners. The address for DST Global is c/o Trident Trust Company (Cayman) Limited, One Capital Place, PO Box 847, Grand Cayman, KY1-1103, Cayman Islands.

(15) Represents of (i) 66,151 shares of Class A common stock held of record by The Founders Fund V Entrepreneurs Fund, LP (FF-VE), (ii) 1,257,282 shares of Class A common stock held of record by The Founders Fund V Principals Fund, LP (FF-VP), (iii) 4,673,907 shares of Class A common stock held of record by The Founders Fund V, LP (FF-V) and (iv) 70,254 shares of Class B common stock and 180,118 shares of Class A common stock held of record by FF Wish VI, LLC (FF-Wish). Peter Thiel and Brian Singerman have shared voting and investment power over the shares held by each of FF-VE, FF-VP and FFV. Peter Thiel, Brian Singerman and Keith Rabois have shared voting and investment power over the shares held by FF-Wish. The address of each of the entities identified in this footnote is One Letterman Drive, Building D, 5th Floor, San Francisco, California 94129.

(16) Represents (i) 4,654,110 shares of Class A common stock, 580,063 shares of Class B common stock and 986,640 shares of Class A common stock issuable upon exercise of a Series B redeemable convertible preferred stock warrant held by Formation8 Partners, (ii) 204,996 shares of Class A common stock and 77,257 shares of Class B common stock held by 8VC Co-Invest Fund, I, L.P., (iii) 539,955 shares of Class A common stock held by F8 StarLight SPV, L.P., (iv) 157,908 shares of Class A common stock held by F8 StarLight SPV II, L.P., (v) 147,094 shares of Class A common stock held by Anduin I, L.P. and (vi) 244,777 shares of Class A common stock held by CL SPV, L.P. We refer to the entities listed above as the Formation8 Entities. Formation8 GP, LLC has sole voting and dispositive power with regard to the shares held by the Foramtion8 Entities. The managing members of Formation8 GP, LLC are James Kim, Brian Koo and Joe Lonsdale. The managing members of Formation8 GP, LLC disclaim beneficial ownership of the shares held by the Formation8 Entities except to the extent of their pecuniary interests therein. The address for the Formation8 entities is 501 2nd Street, Suite 300, San Francisco, California 94107. Please see footnote (5) above for a description of proxies entered into by certain of the funds listed herein.

(17) Consists of (i) 55,614 shares of Class A common stock and 9,752 shares of Class B common stock held by GGV Capital IV Entrepreneurs Fund L.P., (iii) 2,622,921 shares of Class A common stock and 459,908 shares of Class B common stock held by GGV Capital IV L.P. and (ii) 655,529 shares of Class A common stock held by GGV Capital Select L.P. GGV Capital IV L.L.C. is the general partner of GGV Capital IV Entrepreneurs Fund L.P. and GGV Capital IV L.P. The general partner of GGV Capital Select L.P. is GGV Capital Select L.L.C. Mr. Tung, a member of our board of directors, is a Managing Director of GGV Capital IV L.L.C. and GGV Capital Select L.L.C. and therefore, may be deemed to share voting and investment power with regard to the securities held directly such entities. Mr. Tung disclaims beneficial ownership of such shares except to the extent of his pecuniary interest in such shares. The address for Mr. Tung is c/o GGV Capital, 3000 Sand Hill Road, Building 4, Suite 230, Menlo Park, California 94025. 469,660 shares of our Class B common stock held by GGV Capital IV L.P. and GGV Capital IV Entrepreneurs Fund L.P., collectively, are subject to a proxy in favor of Mr. Szulczewski referred to in footnote (3) above.

(18) Represents 2,683,488 shares of Class A common stock held by Republic Technologies Pte. Ltd. (“Republic Technologies”). Republic Technologies is a direct wholly-owned subsidiary of Seletar Investments Pte. Ltd. (“Seletar”), which in turn is a direct wholly-owned subsidiary of Temasek Capital (Private) Limited (“Temasek Capital”), which in turn is a direct wholly-owned subsidiary of Temasek Holdings (Private) Limited (“Temasek Holdings”), the ultimate beneficial holder, Temasek Holdings is wholly-owned by the Singapore Minister for Finance. Under the Singapore Minister for Finance (Incorporation) Act (Chapter 183), the Minister for Finance is a body corporate. In such capacities, each of Seletar, Temasek Capital, and Temasek Holdings may be deemed to have voting and dispositive power over the shares held by Republic Technologies. The address for these entities is 60B Orchard Road, #06-18 Tower 2, TheAtrium@Orchard, Singapore 233891.

(19) Consists of (i) 53,432 shares of Class B common stock held by Mr. Zhang, (ii) 2,131,089 shares of Class A common stock issuable upon exercise of options exercisable within 60 days of October 31, 2020, (ii) 402,505 shares of Class B common stock issuable upon vesting and settlement of restricted stock units exercisable within 60 days of October 31, 2020 and (iii) 82,103 shares of Class B common stock held by Sheng Zhang, trustee of the ZLZ Trust. Mr. Zhang also holds 27,158 restricted stock units which are subject to vesting conditions not expected to occur within 60 days of October 31, 2020.

DESCRIPTION OF CAPITAL STOCK

This section contains a description of our capital stock and the material provisions of our amended and restated certificate of incorporation and amended and restated bylaws that will be in effect upon the completion of this offering and is qualified by reference to the forms of our amended and restated certificate of incorporation and our amended and restated bylaws filed as exhibits to the registration statement relating to this prospectus, and by the applicable provisions of Delaware law.

General

Upon the completion of this offering, our amended and restated certificate of incorporation will authorize 100,000,000 shares of undesignated preferred stock, the rights, preferences and privileges of which may be designated from time to time by our board of directors.

Upon the completion of this offering, our authorized capital stock will consist of 3,600,000,000 shares, all with a par value of $0.0001 per share, of which:

- 3,000,000,000 shares are designated as Class A common stock;
- 500,000,000 shares are designated as Class B common stock; and
- 100,000,000 shares are designated as preferred stock.

As of September 30, 2020, and after giving effect to the automatic conversion of all of our outstanding redeemable convertible preferred stock into Class A common stock in connection with this offering and the reclassification of all outstanding shares of our common stock into an equivalent number of shares of our Class B common stock, as if such reclassification had occurred immediately prior to the completion of this offering, there were outstanding:

- 42,169,192 shares of our Class A common stock held of record by 135 stockholders;
- 10,885,916 shares are designated as Class B common stock held of record by 89 stockholders;
- 7,494,365 shares of our Class B common stock issuable upon exercise of outstanding stock options;
- 5,023,516 shares of our Class B common stock subject to outstanding RSUs;
- a warrant to purchase 986,640 shares of our Class A common stock; and
- a warrant to purchase 55,000 shares of our Class B common stock.

Common Stock

We have two classes of authorized common stock: Class A common stock and Class B common stock. The rights of the holders of Class A common stock and Class B common stock are identical, except with respect to voting, conversion and transfer rights.

Dividend Rights

Subject to preferences that may apply to shares of preferred stock outstanding at the time, the holders of outstanding shares of our common stock are entitled to receive dividends out of funds legally available if our board of directors, in its discretion, determines to issue dividends and only then at the times and in the amounts that our board of directors may determine. Under Delaware law, we can only pay dividends either out of “surplus” or out of the current or the immediately preceding year’s

net profits. Surplus is defined as the excess, if any, at any given time, of the total assets of a corporation over its total liabilities and statutory capital. The value of a corporation's assets can be measured in a number of ways and may not necessarily equal their book value. See "Dividend Policy" for more information.

Voting Rights

The holders of our Class B common stock are entitled to 20 votes per share, and holders of our Class A common stock are entitled to one vote per share. The holders of our Class A common stock and Class B common stock vote together as a single class, unless otherwise required by law or our amended and restated certificate of incorporation.

Our amended and restated certificate of incorporation will provide as long as any shares of Class B common stock remain outstanding, we shall not, without the prior affirmative vote of the holders of a majority of the outstanding shares of Class B common stock, voting as a separate class, in addition to any other vote required by applicable law or our amended and restated certificate of incorporation:

- amend, alter, or repeal any provision of our amended and restated certificate of incorporation or amended and restated bylaws that modifies the voting, conversion or other powers, preferences, or other special rights or privileges, or restrictions of our Class B common stock; or
- reclassify any of our outstanding shares of Class A common stock into shares having rights as to dividends or liquidation that are senior to our Class B common stock or the right to more than one (1) vote for each share thereof.

Delaware law or our amended and restated certificate of incorporation could require either holders of our Class A common stock or our Class B common stock to vote separately as a single class in the following circumstances:

- if we were to seek to amend our amended and restated certificate of incorporation to increase the authorized number of shares of a class of stock, or to increase or decrease the par value of a class of stock, then that class would be required to vote separately to approve the proposed amendment; and
- if we were to seek to amend our amended and restated certificate of incorporation in a manner that alters or changes the powers, preferences or special rights of a class of stock in a manner that affected its holders adversely, then that class would be required to vote separately to approve the proposed amendment.

The holders of common stock will not have cumulative voting rights in the election of directors. Accordingly, holders of a majority of the voting power of the shares of common stock entitled to vote in any election of directors may elect all of the directors standing for election. Except for the election of directors, if a quorum is present, an action on a matter is approved if it receives the affirmative vote of the holders of a majority of the voting power of the shares of capital stock present in person or represented by proxy at the meeting and entitled to vote on the matter, unless otherwise required by applicable law, the DGCL, our amended and restated certificate of incorporation or our amended and restated bylaws. The election of directors will be determined by a plurality of the votes cast in respect of the shares present in person or represented by proxy at the meeting and entitled to vote, meaning that the nominees with the greatest number of votes cast, even if less than a majority, will be elected. The rights, preferences and privileges of holders of common stock are subject to, and may be impacted by, the rights of the holders of shares of any series of preferred stock that we may designate and issue in the future.

No Preemptive or Similar Rights

Except for the conversion provisions with respect to our Class B common stock described below, holders of our common stock have no preemptive or conversion rights or other subscription rights, and there are no redemption or sinking fund provisions applicable to our common stock.

Right to Receive Liquidation Distributions

Upon our dissolution, liquidation or winding-up, the assets legally available for distribution to our stockholders are distributable ratably among the holders of our common stock, subject to prior satisfaction of all outstanding debt and liabilities and the preferential rights and payment of liquidation preferences, if any, on any outstanding shares of preferred stock.

Conversion of our Class B Common Stock

Each share of our Class B common stock is convertible at any time at the option of the holder into one share of our Class A common stock. Each share of our Class B common stock will convert automatically into one share of our Class A common stock upon any transfer, whether or not for value, except certain transfers described in our amended and restated certificate of incorporation. Upon the death or permanent incapacity of each holder of Class B common stock who is a natural person, the Class B common stock held by that person or his or her permitted estate planning entities will convert automatically into Class A common stock. However, shares of Class B common stock held by Mr. Szulczewski or his permitted estate planning entities or other permitted transferees will not convert automatically into Class A common stock until a time that is between 90 and 270 days after his death or permanent incapacity, as determined by the board of directors.

In addition, all shares of Class B common stock will automatically convert into shares of Class A common stock on the earlier of (i) the 7-year anniversary of the closing date of this offering, (ii) the date on which the number of outstanding shares of Class B common stock represents less than 5% of the aggregate combined number of outstanding shares of Class A common stock and Class B common stock, (iii) the date specified by a vote of the holders of a majority of the then outstanding shares of Class B common stock and (iv) a date that is between 90 and 270 days, as determined by the board of directors, after the death or permanent incapacity of Mr. Szulczewski.

Once transferred and converted into Class A common stock, the Class B common stock will not be reissued.

No Further Issuances of our Class B Common Stock

Our amended and restated certificate of incorporation provides that we shall not issue any additional shares of Class B common stock, other than issuances pursuant to the exercise or settlement of rights outstanding as of the closing of this offering, unless such issuance is approved by the affirmative vote of the holders of a majority of the then outstanding shares of our Class B common stock. No further shares of our Class B common stock may be issued after the final conversion of our Class B common stock into Class A common stock.

Preferred Stock

Upon the completion of this offering, no shares of preferred stock will be outstanding, but we will be authorized, subject to limitations prescribed by Delaware law, to issue preferred stock in one or more series, to establish from time to time the number of shares to be included in each series, and to fix the designation, powers, preferences and rights of the shares of each series and any of its qualifications, limitations or restrictions. Our board of directors also can increase or decrease the

number of shares of any series, but not below the number of shares of that series then outstanding, without any further vote or action by our stockholders. Our board of directors may authorize the issuance of preferred stock with voting or conversion rights that could adversely affect the voting power or other rights of the holders of the common stock. The issuance of preferred stock, while providing flexibility in connection with possible acquisitions and other corporate purposes, could, among other things, have the effect of delaying, deferring or preventing a change in control of our company and may adversely affect the market price of our common stock and the voting and other rights of the holders of common stock. We have no current plan to issue any shares of preferred stock.

Options

As of September 30, 2020, we had options to purchase 7,494,365 shares of our Class B common stock outstanding under our 2010 Stock Plan with a weighted-average price per share of $2.34.

RSUs

As of September 30, 2020, we had 5,023,516 shares of Class B common stock subject to RSUs outstanding pursuant to our 2010 Stock Plan. Subsequent to September 30, 2020, we awarded RSUs under our 2010 Stock Plan.

Warrants

As of September 30, 2020, we had outstanding an immediately exercisable warrant to purchase 986,640 shares of our Series B redeemable convertible preferred stock at an exercise price of $0.0001 per share, (the “Series B Warrant”). The Series B Warrant is only exercisable one day prior to the earliest to occur of (a) the consummation of our first public offering (including this offering) pursuant to an effective registration statement under the Securities Act, or (b) the consummation of a Liquidation Event as defined in our currently existing restated certificate of incorporation. The warrant is subject to a cashless exercise mechanism

Additionally, as of September 30, 2020, we had an outstanding immediately exercisable warrant to purchase 55,000 shares of our Class B common stock at an exercise price of $1.49 per share. The warrant is subject to a cashless exercise mechanism.

Proxy Agreements

Our founder, Chief Executive Officer, and Chairperson, Peter Szulczewski, has entered into proxy agreements with certain of our stockholders that become effective upon the closing of this offering. Mr. Szulczewski previously entered into a currently effective proxy agreement that survives the closing of this offering.

Under both proxy agreements, Mr. Szulczewski is granted an irrevocable proxy on all matters submitted to a vote of stockholders at a meeting or through the solicitation of written consent of stockholders. One form of the proxy agreement terminates upon (i) the liquidation, dissolution or winding up of our business; (ii) the execution by us of a general assignment for the benefit of creditors or the appointment of a receiver or trustee to take possession of our property and assets; (iii) in the sole discretion of Mr. Szulczewski, with his express written consent; (iv) at such time as none of our Class B common stock remains outstanding; or (v) the death or incapacity of Mr. Szulczewski. Additionally, the shares of our Class B common stock subject to such form of proxy agreement are released from such proxy upon transfer or sale of such shares, subject to limited exceptions. Entities and persons affiliated with Formation8, GGV Capital and 137 Ventures are parties to this type of proxy agreement. These form of proxy agreements together cover, as of October 31, 2020, 2,747,590 shares of our Class B common stock, which will represent approximately % of the outstanding voting power of our capital stock after our initial public offering.

The second type of proxy agreement terminates after certain disqualification or succession events and covers 199,983 shares of Class A common stock and 106,060 shares of Class B common stock, which will represent approximately % of the outstanding voting power of our capital stock after our initial public offering.

Registration Rights

Following the completion of this offering, holders of an aggregate of shares of our common stock will have registration rights. These shares are referred to as registrable securities. The holders of these registrable securities possess registration rights pursuant to the terms of our amended and restated investors' rights agreement dated March 18, 2019, as amended (the "investors' rights agreement"), which terms are described in additional detail below.

Demand Registration Rights

Under our investors' rights agreement, at any time commencing on the earlier of (i) June 9, 2021 and (ii) the date that is 180 days following the effective date of our first registration statement, upon the written request of the holders of not less than 50% of the registrable securities then outstanding that we file a registration statement under the Securities Act with an anticipated aggregate price to the public of at least $15 million, we will be obligated to use our commercially reasonable efforts to register the sale of all registrable securities that holders may request in writing to be registered within 20 days of the mailing of a notice by us to all holders of such registration. We are required to effect no more than two registration statements that are declared or ordered effective, subject to certain exceptions. We may postpone the filing of a registration statement for up to 90 days no more than once in any 12-month period if in the good faith judgment of our board of directors such registration would be seriously detrimental to us, and we do not file another registration statement on our account or that of any other stockholder during such 90 day period.

Piggyback Registration Rights

If we register any of our securities for public sale, we will be obligated to use all commercially reasonable efforts to register all registrable securities that the holders of such securities request in writing be registered within 20 days of mailing of notice by us to all holders of the proposed registration. However, this right does not apply to a registration relating solely to employee benefit plans, a registration relating to the offer and sale of debt securities or a registration relating to a corporate reorganization or other transaction under Rule 145 of the Securities Act. The managing underwriter of any underwritten offering will have the right to limit, due to marketing reasons, the number of shares registered by these holders to 30% of the total shares covered by the registration statement, except for in this offering, in which these holders may be excluded entirely if the underwriters determine that the sale of their shares may jeopardize the success of the offering.

Form S-3 Registration Rights

At any time commencing on the date that is 180 days following the effective date of our first registration statement, the holders of the registrable securities can request that we register all or a portion of their shares on Form S-3 if we are eligible to file a registration statement on Form S-3 and the aggregate price to the public of the shares offered is at least $5,000,000. We are required to file no more than one registration statement on Form S-3 per 12-month period upon exercise of these rights, subject to certain exceptions. We may postpone the filing of a registration statement for up to 90 days once in any 12-month period if in the good faith judgment of our board of directors such registration would be seriously detrimental to us, and we do not register any other securities for our account or the account of any other stockholder during such 90-day period.

Additionally, we are required, once we become eligible to register securities on Form S-3, to use commercially reasonable efforts to qualify the registrable securities for registration on a delayed or continuous basis on Form S-3 pursuant to Rule 415 under the Securities Act. Holders of registrable securities may, no more than twice in a 12-month period, elect to sell registrable securities pursuant to such registration on a delayed or continuous basis, including up to once in a 12-month period through an underwritten offering.

Registration Expenses

We will pay all expenses (other than underwriting discounts, selling commissions and stock transfer taxes) of the holders incurred in connection with each of the registrations described above, subject to certain limitations. However, we will not pay for any expenses of any demand or Form S-3 registration if the request is subsequently withdrawn at the request of the holders of a majority of the registrable securities to be registered, subject to limited exceptions.

Termination of Registration Rights

The registration rights described above will survive this offering and will terminate upon a liquidation event or as to any stockholder at such time as all of such stockholder's securities (together with any affiliate of the stockholder with whom such stockholder must aggregate its sales) could be sold pursuant to Rule 144 of the Securities Act, but in any event no later than the third-year anniversary of this offering.

Anti-Takeover Provisions

Section 203 of the Delaware General Corporation Law

Upon the completion of this offering, we will be governed by the provisions of Section 203 of the Delaware General Corporation Law regulating corporate takeovers. This section prevents some Delaware corporations from engaging, under some circumstances, in a business combination, which includes a merger or sale of at least 10% of the corporation's assets with any interested stockholder, meaning a stockholder who, together with affiliates and associates, owns or, within three years prior to the determination of interested stockholder status, did own 15% or more of the corporation's outstanding voting stock, unless:

- the transaction is approved by the board of directors prior to the time that the interested stockholder became an interested stockholder; or
- subsequent to such time that the stockholder became an interested stockholder the business combination is approved by the board of directors and authorized at an annual or special meeting of stockholders by at least two-thirds of the outstanding voting stock which is not owned by the interested stockholder.

A Delaware corporation may "opt out" of these provisions with an express provision in its original certificate of incorporation or an express provision in its certificate of incorporation or amended and restated bylaws resulting from a stockholders' amendment approved by a majority of the outstanding voting shares. We have not opted out of these provisions. As a result, mergers or other takeover or change in control attempts of us may be discouraged or prevented.

Certificate of Incorporation and Bylaw Provisions

Upon the completion of this offering, our amended and restated certificate of incorporation and our amended and restated bylaws will include a number of provisions that may have the effect of

deterring hostile takeovers or delaying or preventing changes in control of our management team, including the following:

- *Dual Class Stock*. As described above in "—Common Stock—Voting Rights," our amended and restated certificate of incorporation will provide for a dual class common stock structure pursuant to which holders of our Class B common stock will have the ability to control the outcome of matters requiring stockholder approval, even if they own significantly less than a majority of the shares of our outstanding Class A and Class B common stock, including the election of directors and significant corporate transactions, such as a merger or other sale of our company or its assets. Current investors, executives, and employees will have the ability to exercise significant influence over those matters.
- *Separate Class B Vote for Certain Transactions.* Our amended and restated certificate of incorporation provides that so long as our outstanding shares of Class B common stock represent 25% or more of the total voting power of the company, any transaction that would result in a change in control of our company will require the approval of a majority of our outstanding Class B common stock voting as a separate class. This provision could delay or prevent the approval of a change in control that might otherwise be approved by a majority of outstanding shares of our Class A and Class B common stock voting together on a combined basis.
- *Supermajority Approvals*. Our amended and restated certificate of incorporation and amended and restated bylaws do provide that certain amendments to our amended and restated certificate of incorporation or amended and restated bylaws by stockholders will require the approval of two-thirds of the combined vote of our then-outstanding shares of Class A and Class B common stock. This will have the effect of making it more difficult to amend our amended and restated certificate of incorporation or amended and restated bylaws to remove or modify certain provisions.
- *Board of Directors Vacancies*. Our amended and restated certificate of incorporation and amended and restated bylaws authorize only our board of directors to fill vacant directorships. In addition, the number of directors constituting our board of directors is set only by resolution adopted by a majority vote of our entire board of directors. These provisions restricting the filling of vacancies will prevent a stockholder from increasing the size of our board of directors and gaining control of our board of directors by filling the resulting vacancies with its own nominees.
- *Classified Board*. Our board of directors will not initially be classified. At any time after our first annual meeting of stockholders, when the outstanding shares of our Class B common stock represent less than 40% of the combined voting power of our common stock, our board of directors will be classified into three classes of directors with staggered three-year terms and directors will only be able to be removed from office for cause. The existence of a classified board could delay a successful tender offeror from obtaining majority control of our board of directors, and the prospect of that delay might deter a potential offeror.
- *Stockholder Action; Special Meeting* of *Stockholders*. Our amended and restated certificate of incorporation provides that stockholders may not call special meetings of stockholders, but that stockholders will be able to take action by written consent. At any time after the Company's first annual meeting of stockholders, when the outstanding shares of our Class B common stock represent less than 40% of the combined voting power of our common stock, our stockholders will no longer be able to take action by written consent, and will only be able to take action at annual or special meetings of our stockholders. Stockholders will not be permitted to cumulate their votes for the election of directors.
- *Advance Notice Requirements for Stockholder Proposals and Director Nominations*. Our amended and restated bylaws will provide advance notice procedures for stockholders seeking

to bring business before our annual meeting of stockholders or to nominate candidates for election as directors at any meeting of stockholders. Our amended and restated bylaws will also specify certain requirements regarding the form and content of a stockholder's notice. These provisions may preclude our stockholders from bringing matters before our annual meeting of stockholders or from making nominations for directors at our meetings of stockholders.

- *Issuance of Undesignated Preferred Stock*. Our board of directors will have the authority, without further action by the holders of common stock, to issue up to 100,000,000 shares of undesignated preferred stock with rights and preferences, including voting rights, designated from time to time by the board of directors. The existence of authorized but unissued shares of preferred stock will enable our board of directors to render more difficult or to discourage an attempt to obtain control of us by means of a merger, tender offer, proxy contest or otherwise.

Choice of Forum

Upon the completion of this offering, our amended and restated certificate of incorporation will provide that the Court of Chancery of the State of Delaware will be the exclusive forum for any derivative action or proceeding brought on our behalf, any action asserting a breach of fiduciary duty, any action asserting a claim against us arising pursuant to the Delaware General Corporation Law, our amended and restated certificate of incorporation or our amended and restated bylaws, any action to interpret, apply, enforce or determine the validity of our amended and restated certificate of incorporation or our amended and restated bylaws, or any action asserting a claim against us that is governed by the internal affairs doctrine. Our certificate of incorporation will also provide that the U.S. federal district courts will be the exclusive forum for resolving any complaint asserting a cause of action arising under the Securities Act. Some companies that adopted a similar federal district court forum selection provision were subject to a suit in the Chancery Court of Delaware by stockholders who asserted that the provision is not enforceable. While the Delaware Supreme Court held that such federal district court forum selection provision was in fact valid, there can be no assurance that federal courts or other state courts will follow the holding of the Delaware Supreme Court or determine that the our federal district court forum selection provision should be enforced in a particular case.

These choice of forum provisions do not apply to actions brought to enforce a duty or liability created by the Exchange Act. We intend for the choice of forum provision regarding claims arising under the Securities Act to apply despite the fact that Section 22 of the Securities Act creates concurrent jurisdiction for federal and state courts over all actions brought to enforce any duty or liability created by the Securities Act or the rules and regulations thereunder. There is uncertainty as to whether a court would enforce such provision with respect to claims under the Securities Act, and our stockholders will not be deemed to have waived our compliance with the federal securities laws and the rules and regulations thereunder.

Transfer Agent and Registrar

Upon the completion of this offering, the transfer agent and registrar for our Class A common stock will be American Stock Transfer & Trust Company, LLC. The transfer agent's address is 6201 15th Avenue, Brooklyn, NY 11219, and its telephone number is (718) 921-8200.

Listing

We have applied to have our Class A common stock listed on the Nasdaq Global Select Market under the symbol "WISH."

SHARES ELIGIBLE FOR FUTURE SALE

Before this offering, there has not been a public market for shares of our Class A common stock. Future sales of substantial amounts of shares of our Class A common stock, including shares issued upon the settlement of RSUs and exercise of outstanding options, in the public market following this offering or the possibility of these sales occurring, could cause the prevailing market price for our Class A common stock to fall or impair our ability to raise equity capital in the future.

Following this offering, we will have 43,155,832 outstanding shares of our Class A common stock (giving effect to the Warrant Net Exercise) and 10,885,916 shares of our Class B common stock, based on the number of shares outstanding as of September 30, 2020. Of these outstanding shares, all of the shares of Class A common stock sold in this offering will be freely tradable, except that any shares purchased in this offering by our affiliates, as that term is defined in Rule 144 under the Securities Act, can only be sold in compliance with Rule 144. Shares of our Class B common stock are convertible into an equivalent number of shares of our Class A common stock and generally convert into shares of our Class A common stock upon transfer. In addition, we expect to issue 3,065,072 shares of our Class B common stock upon the settlement of RSUs on a date in 2021 prior March 14, 2021.

The remaining shares of common stock that are not sold in this offering will be "restricted securities," as that term is defined in Rule 144 under the Securities Act. These restricted securities are eligible for public sale only if they are registered under the Securities Act or if they qualify for an exemption from registration under Rule 144 or Rule 701 under the Securities Act, which are summarized below.

In addition, substantially all of our security holders have entered into market standoff agreements with us or lock-up agreements with the underwriters under which they have agreed, subject to specific exceptions, not to sell any of our capital stock until at least 181 days after the date of this prospectus, as described below. As a result of these agreements and the provisions of our investors' rights agreement described above under "Description of Capital Stock—Registration Rights", subject to the provisions of Rule 144 or Rule 701, shares will be available for sale in the public market as follows:

- beginning on the date of this prospectus, the shares of Class A common stock sold in this offering will be immediately available for sale in the public market;
- beginning at the opening of trading on the second trading day after we announce earnings for the first quarter that ends following the completion of this offering, (i) approximately 2,108,129 shares of our Class B common stock that are subject to RSUs of which the service condition is expected to be satisfied as of December 31, 2020 (not including RSUs held by our Mr. Szulczewski, our founder, CEO, and Chairperson) and (ii) if the last reported closing price of our Class A common stock on Nasdaq is at least 33% greater than the public offering price per share set forth on the cover page of this prospectus for 10 out of 15 consecutive trading days during the period prior to the date of our first earnings release following the completion of this offering, then 13,026,047 shares of common stock or common stock underlying derivative instruments (including shares of Class B common stock issuable upon exercise of an outstanding warrant and common stock subject to outstanding options, but not including securities held by Mr. Szulczewski, our founder, CEO, and Chairperson (other than shares of Class B common stock that Mr. Szulczewski may sell solely to cover taxes due upon settlement of RSUs in accordance with the terms of his Lock-Up Agreement)) will be eligible for sale in the public market, of which shares will be held by affiliates and subject to the volume and other restrictions of Rule 144, as described below, and as set forth in the section titled "—Lock-Up and Market Standoff Agreements";
- beginning on the earlier to occur of (i) the opening of trading on the second trading day immediately following our release of earnings for the second quarter following the completion of this offering and (ii) the 181st day after the date of this prospectus, the remainder of our

securities will be eligible for sale in the public market from time to time thereafter, subject in some cases to the volume and other restrictions of Rule 144, as described below, and as set forth in the section titled "—Lock-Up and Market Standoff Agreements"; and

- the remainder of the shares will be eligible for sale in the public market from time to time thereafter, subject in some cases to the volume and other restrictions of Rule 144, as described below.

Of the 7,494,365 shares of our Class B common stock that were subject to stock options outstanding as of September 30, 2020, all options were vested as of September 30, 2020 and the Class B common stock underlying such options will be eligible for sale approximately six months after the date of this prospectus. We expect an additional shares of Class B common stock to be delivered upon the settlement of RSUs between the earlier to occur of (i) the opening of trading on the second trading day immediately following our release of earnings for the second quarter following the completion of this offering and (ii) the 181st day after the date of this prospectus, and June 30, 2021, which shares would be eligible for sale in the public market immediately following settlement.

Lock-Up and Market Standoff Agreements

Our officers, directors and holders of substantially all of our outstanding securities have agreed with the underwriters not to, among other things, dispose of any of our common stock or securities convertible into or exchangeable for shares of our common stock during the 180-day period following the date of this prospectus, subject to earlier termination commencing on the opening of trading on the second trading day immediately following our release of earnings for the second quarter following the completion of this offering and other early termination provisions, each as described below, except with the prior written consent of Goldman Sachs & Co. LLC, subject to certain exceptions. In addition, substantially all other holders of our common stock, RSUs, options and warrants have previously entered into market stand-off agreements with us not to sell or otherwise transfer any of their common stock or securities convertible into or exchangeable for shares of common stock for a period that extends until 181 days after the date of this prospectus subject to the early termination provisions described below.

The lock-up and market standoff agreements provide that:

(a) (i) all shares of our Class B common stock that are subject to RSUs of which the service condition is satisfied as of December 31, 2020, which represents 2,108,129 shares of our Class B common stock, and (ii) if the last reported closing price of our Class A common stock on Nasdaq is at least 33% greater than the public offering price per share set forth on the cover page of this prospectus for 10 out of 15 consecutive trading days during the period prior to the date of our first earnings release following the completion of this offering, then 25% of the shares of common stock or common stock underlying outstanding derivative instruments (including shares of Class B common stock issuable upon exercise of an outstanding warrant and common stock subject to outstanding options), which represents 13,026,047 shares of our common stock, may be sold beginning at the opening of trading on the second trading day after we announce earnings for the first quarter that ends following the completion of this offering (provided that these early termination provisions in this paragraph (a) do not apply to securities held by Mr. Szulczewski, our founder, CEO, and Chairperson); and

(b) all of our remaining outstanding securities may be sold commencing on the earlier of (i) 181 days following the date of this prospectus and (ii) the opening of trading on the second trading day immediately following our release of earnings for the second quarter following the completion of this offering.

Rule 144

In general, under Rule 144 as currently in effect, a person who has beneficially owned shares of our restricted common stock for at least six months would be entitled to sell their securities provided

that such person is not deemed to have been one of our affiliates at the time of, or at any time during the 90 days preceding, a sale, and we are subject to the periodic reporting requirements of the Exchange Act, for at least 90 days before the sale. In addition, under Rule 144, any person who is not an affiliate of ours and has held their shares for at least one year, including the holding period of any prior owner other than one of our affiliates, would be entitled to sell an unlimited number of shares immediately upon the completion of this offering without regard to whether current public information about us is available. Persons who have beneficially owned shares of our restricted common stock for at least six months but who are our affiliates at the time of, or any time during the 90 days preceding, a sale, would be subject to additional restrictions, by which such person would be entitled to sell within any three-month period only a number of securities that does not exceed the greater of either of the following:

- 1% of the number of common shares then outstanding, which will equal approximately shares immediately after this offering assuming no exercise of the underwriters' option to purchase additional shares, based on the number of common shares outstanding as of September 30, 2020; or
- the average weekly trading volume of our common shares during the four calendar weeks preceding the filing of a notice on Form 144 with respect to the sale;

provided, in each case, that we are subject to the Exchange Act periodic reporting requirements for at least 90 days, before the sale. Such sales both by affiliates and by non-affiliates must also comply with the manner of sale, current public information and notice provisions of Rule 144.

Rule 701

Any of our service providers who purchased shares under a written compensatory plan or contract prior to this offering may be entitled to rely on the resale provisions of Rule 701. Rule 701, as currently in effect, permits resales of shares, including by affiliates, in reliance upon Rule 144 but without compliance with certain restrictions, including the holding period requirement, of Rule 144. Rule 701 further provides that non-affiliates may sell such shares in reliance on Rule 144 without having to comply with the public information, volume limitation or notice provisions of Rule 144. All holders of Rule 701 shares are required to wait until 90 days after the date of this prospectus before selling such shares if such resale is done under Rule 701. All Rule 701 shares are, however, subject to lock-up and market standoff agreements and will only become eligible for sale upon the expiration of these lock-up and market standoff agreements.

Registration Rights

Upon completion of this offering, the holders of shares of our common will be entitled to rights with respect to the registration of the sale of common stock under the Securities Act. See "Description of Capital Stock—Registration Rights". All such shares are covered by lock-up and market standoff agreements. Following the expiration of the lock-up and market standoff period, registration of these shares under the Securities Act would result in the shares becoming freely tradable without restriction under the Securities Act immediately upon the effectiveness of the registration, except for shares purchased by our affiliates.

Form S-8 Registration Statements

We intend to file a registration statement on Form S-8 under the Securities Act covering all of the shares of common stock subject to options outstanding and RSUs, as well as reserved for future issuance, under our stock plans. We expect to file this registration statement as soon as practicable after this offering. However, none of the shares registered on Form S-8 will be eligible for resale until the expiration of the lock-up and market standoff agreements to which they are subject.

MATERIAL U.S. FEDERAL INCOME TAX CONSIDERATIONS FOR NON-U.S. HOLDERS OF OUR CLASS A COMMON STOCK

The following is a general discussion of the material U.S. federal income tax considerations applicable to non-U.S. holders (as defined below) with respect to their ownership and disposition of shares of our Class A common stock issued pursuant to this offering. For purposes of this discussion, a non-U.S. holder means a beneficial owner of our Class A common stock (other than an entity or arrangement that is treated as a partnership or pass-through entity for U.S. federal income tax purposes) that is not, for U.S. federal income tax purposes, any of the following:

- an individual who is a citizen or resident of the United States;
- a corporation (or other entity treated as a corporation for U.S. federal income tax purposes) created or organized in or under the laws of the United States, any state thereof or the District of Columbia;
- an estate, the income of which is includable in gross income for U.S. federal income tax purposes regardless of its source; or
- a trust if (i) a court within the United States is able to exercise primary supervision over the administration of the trust and one or more "U.S. persons," as defined under the Code, have the authority to control all substantial decisions of the trust or (ii) such trust has made a valid election to be treated as a U.S. person for U.S. federal income tax purposes under applicable U.S. Treasury Regulation.

This discussion is based on current provisions of the Code, existing, temporary and proposed Treasury Regulations promulgated thereunder, judicial opinions, published positions of the Internal Revenue Service (the "IRS") and other applicable authorities, each as in effect as of the date of this prospectus, and all of which are subject to change or to differing interpretation, possibly with retroactive effect. Any such change or different interpretation could alter the tax considerations to non-U.S. holders described in this prospectus. In addition, there can be no assurance that the IRS will not challenge one or more of the tax considerations described in this prospectus. This discussion assumes that a non-U.S. holder holds shares of our Class A common stock as a capital asset within the meaning of Section 1221 of the Code (generally, property held for investment) for U.S. federal income tax purposes. This discussion does not address all aspects of U.S. federal income taxation that may be important to a particular non-U.S. holder in light of that non-U.S. holder's individual circumstances, nor does it address any aspects of the Medicare contribution tax on net investment income, any U.S. non-income taxes, such as estate or gift taxes, any U.S. alternative minimum taxes or any state, local or non-U.S. taxes. This discussion may not apply, in whole or in part, to particular non-U.S. holders in light of their individual circumstances or to holders subject to special treatment under the U.S. federal income tax laws (such as insurance companies, tax-exempt organizations, government organizations, financial institutions, brokers or dealers in securities, "controlled foreign corporations," "passive foreign investment companies," corporations that accumulate earnings to avoid U.S. federal income tax, tax-qualified retirement plans and "qualified foreign pension funds" as defined in Section 897(1)(2) of the Code and entities all of the interests of which are held by qualified foreign pension funds, non-U.S. holders that hold our Class A common stock as part of a straddle, hedge, conversion transaction, synthetic security or other integrated investment and certain U.S. expatriates). If a partnership (or other entity or arrangement treated as a partnership for U.S. federal income tax purposes) holds our Class A common stock, the tax treatment of a partner therein will generally depend on the status of the partner and the activities of the partnership. Partners of a partnership holding our Class A common stock should consult their tax advisor as to the particular U.S. federal income tax consequences applicable to them

INVESTORS CONSIDERING THE PURCHASE OF OUR CLASS A COMMON STOCK SHOULD CONSULT THEIR OWN TAX ADVISORS REGARDING THE APPLICATION OF THE U.S.

FEDERAL INCOME TAX LAWS TO THEIR PARTICULAR SITUATIONS AND THE CONSEQUENCES OF U.S. FEDERAL NON-INCOME, STATE, LOCAL, OR NON-U.S. TAX LAWS AND TAX TREATIES.

Dividends

We have no present intention to make distributions on our Class A common stock. If we do pay dividends on shares of our Class A common stock, however, such distributions will constitute dividends for U.S. federal income tax purposes to the extent paid from our current or accumulated earnings and profits, as determined under U.S. federal income tax principles. Distributions in excess of our current and accumulated earnings and profits will constitute a return of capital that is applied against and reduces, but not below zero, a non-U.S. holder's adjusted tax basis in shares of our Class A common stock. Any amount distributed in excess of basis will be treated as capital gain and will be subject to the treatment described below under "—Gain on Sale or Other Disposition of Class A Common Stock." Any distributions will also be subject to the discussion below under "—Backup Withholding and Information Reporting" and "—Foreign Account Tax Compliance Act."

Any dividend paid to a non-U.S. holder on our Class A common stock that is not effectively connected with a non-U.S. holder's conduct of a trade or business in the United States will generally be subject to U.S. withholding tax at a 30% rate. The withholding tax might apply at a reduced rate, however, under the terms of an applicable income tax treaty between the United States and the non-U.S. holder's country of residence. You should consult your own tax advisors regarding your entitlement to benefits under a relevant income tax treaty. Generally, in order for us or our paying agent to withhold tax at a lower treaty rate, a non-U.S. holder must certify its entitlement to treaty benefits. A non-U.S. holder generally can meet this certification requirement by providing an appropriate and properly completed IRS Form W-8BEN, W-8BEN-E or other appropriate form (or any successor or substitute form thereof) to us or our paying agent. If the non-U.S. holder holds the stock through a financial institution or other agent acting on the holder's behalf, the holder will be required to provide appropriate documentation to the holder's agent. The holder's agent will then be required to provide certification to us or our paying agent, either directly or through other intermediaries. If you are eligible for a reduced rate of U.S. federal withholding tax under an income tax treaty, you may obtain a refund or credit of any excess amounts withheld by filing an appropriate claim for a refund with the IRS in a timely manner.

Dividends received by a non-U.S. holder that are effectively connected with a U.S. trade or business conducted by the non-U.S. holder, and if required by an applicable income tax treaty between the United States and the non-U.S. holder's country of residence, are attributable to a permanent establishment or fixed base maintained by the non-U.S. holder in the United States, are generally not subject to U.S. withholding tax if the non-U.S. holder satisfies applicable certification and disclosure requirements. To obtain this exemption, a non-U.S. holder must provide us or our paying agent with an IRS Form W-8ECI (or any successor form) properly certifying that the dividends are effectively connected with the non-U.S. holder's conduct of a trade or business within the United States. Such effectively connected dividends, although not subject to withholding tax, are taxed at the same rates applicable to U.S. persons, net of certain deductions and credits. In addition, dividends received by a corporate non-U.S. holder that are effectively connected with a U.S. trade or business of the corporate non-U.S. holder may also be subject to a branch profits tax at a rate of 30% or such lower rate as may be specified by an applicable tax treaty.

Gain on Sale or Other Disposition of Class A Common Stock

Subject to the discussion below under "—Backup Withholding and Information Reporting" and "—Foreign Account Tax Compliance Act," non-U.S. holders will generally not be subject to U.S. federal

income tax on any gains realized on the sale, exchange or other disposition of our Class A common stock unless:

- the gain (i) is effectively connected with the conduct by the non-U.S. holder of a U.S. trade or business and (ii) if required by an applicable income tax treaty between the United States and the non-U.S. holder's country of residence, is attributable to a permanent establishment or fixed base maintained by the non-U.S. holder in the United States (in which case the special rules described below apply);
- the non-U.S. holder is an individual who is present in the United States for 183 days or more in the taxable year of the sale, exchange or other disposition of our Class A common stock, and certain other requirements are met (in which case the gain would be subject to a flat 30% tax, or such reduced rate as may be specified by an applicable income tax treaty, which may be offset by U.S. source capital losses of such non-U.S. holder, if any, provided the non-U.S. holder has timely filed U.S. federal income tax returns with respect to such losses, even though the individual is not considered a resident of the United States); or
- the rules of the Foreign Investment in Real Property Tax Act ("FIRPTA") treat the gain as effectively connected with a U.S. trade or business.

The FIRPTA rules may apply to a sale, exchange or other disposition of our Class A common stock if we are, or were within the shorter of the five-year period preceding the disposition and the non-U.S. holder's holding period, a "U.S. real property holding corporation" ("USRPHC"). In general, we would be a USRPHC if interests in U.S. real estate comprised at least half of the value of our business assets. We do not believe that we are a USRPHC and we do not anticipate becoming one in the future. Even if we are or were to become a USRPHC, gain arising from the sale or other taxable disposition by a non-U.S. holder will not be subject to U.S. federal income tax if our Class A common stock is "regularly traded," as defined by applicable Treasury Regulations, on an established securities market, and such non-U.S. holder owned, actually and constructively, 5% or less of our common stock throughout the shorter of the five-year period ending on the date of the sale or other taxable disposition or the non-U.S. holder's holding period.

If any gain from the sale, exchange or other disposition of our Class A common stock, (i) is effectively connected with a U.S. trade or business conducted by a non-U.S. holder and (ii) if required by an applicable income tax treaty between the United States and the non-U.S. holder's country of residence, is attributable to a permanent establishment or fixed base maintained by such non-U.S. holder in the United States, then the gain generally will be subject to U.S. federal income tax at the same rates applicable to U.S. persons, net of certain deductions and credits. If the non-U.S. holder is a corporation, under certain circumstances, that portion of its earnings and profits that is effectively connected with its U.S. trade or business, subject to certain adjustments, generally would be subject also to a "branch profits tax" at a rate of 30% or such lower rate as may be specified by an applicable income tax treaty.

Backup Withholding and Information Reporting

We must report annually to the IRS and to each non-U.S. holder the amount of dividends paid to, and the tax withheld with respect to, each non-U.S. holder. These reporting requirements apply regardless of whether withholding was reduced or eliminated by an applicable tax treaty. Copies of this information reporting may also be made available under the provisions of a specific tax treaty or agreement with the tax authorities in the country in which the non-U.S. holder resides or is established.

A non-U.S. holder will generally be subject to backup withholding for dividends on our Class A common stock paid to such holder unless such holder certifies under penalties of perjury that, among

other things, it is a non-U.S. holder (and the payer does not have actual knowledge or reason to know that such holder is a U.S. person) or otherwise establishes an exemption. Generally, a non-U.S. holder will comply with such procedures if it provides a properly executed IRS Form W-8BEN, W-8BEN-E, or W-8ECI (or successor form) or otherwise meets documentary evidence requirements for establishing that it is a non-U.S. holder. Dividends paid to non-U.S. holders subject to withholding of U.S. federal income tax, as described above under the heading "—Dividends," will generally be exempt from U.S. backup withholding.

Information reporting and backup withholding generally are not required with respect to the amount of any proceeds from the sale or other disposition of our Class A common stock by a non-U.S. holder outside the United States through a foreign office of a foreign broker that does not have certain specified connections to the United States. However, if a non-U.S. holder sells or otherwise disposes of its shares of Class A common stock through a U.S. broker or the U.S. offices of a foreign broker, the broker will generally be required to report the amount of proceeds paid to the non-U.S. holder to the IRS and impose backup withholding on that amount unless such non-U.S. holder provides appropriate certification to the broker of its status as a non-U.S. holder (and the payer does not have actual knowledge or reason to know that such holder is a U.S. person) or otherwise establishes an exemption.

Backup withholding is not an additional income tax. Any amounts withheld under the backup withholding rules from a payment to a non-U.S. holder generally may be credited against the non-U.S. holder's U.S. federal income tax liability, if any, or refunded, provided that the required information is furnished to the IRS in a timely manner. Non-U.S. holders should consult their tax advisors regarding the application of the information reporting and backup withholding rules to them.

Foreign Account Tax Compliance Act

Under the Foreign Account Tax Compliance Act ("FATCA"), withholding tax of 30% applies to certain payments to foreign financial institutions, investment funds and certain other non-U.S. persons that fail to comply with certain information reporting and certification requirements pertaining to their direct and indirect U.S. securityholders and/or U.S. accountholders and do not otherwise qualify for an exemption. Under applicable Treasury Regulations and IRS guidance, this withholding currently applies to payments of dividends, if any, on, and, subject to the proposed Treasury Regulations discussed below, gross proceeds from the sale or other disposition of, our Class A common stock. An intergovernmental agreement between the United States and a foreign country may modify the requirements described in this paragraph.

While, beginning on January 1, 2019, withholding under FATCA would have applied to payments of gross proceeds from the sale or other disposition of our Class A common stock, proposed Treasury Regulations eliminate FATCA withholding on payments of gross proceeds entirely. Taxpayers generally may rely on these proposed Treasury Regulations until final Treasury Regulations are issued.

Prospective investors are encouraged to consult with their own tax advisors regarding the possible implications of FATCA on their investment in our Class A common stock.

PROSPECTIVE INVESTORS SHOULD CONSULT THEIR OWN TAX ADVISORS REGARDING THE POTENTIAL APPLICATION OF WITHHOLDING UNDER FATCA TO THEIR INVESTMENT IN OUR CLASS A COMMON STOCK. THE PRECEDING DISCUSSION OF U.S. FEDERAL TAX CONSIDERATIONS IS FOR GENERAL INFORMATION PURPOSES ONLY. IT IS NOT TAX ADVICE. EACH PROSPECTIVE INVESTOR SHOULD CONSULT ITS OWN TAX ADVISOR REGARDING THE PARTICULAR U.S. FEDERAL, GIFT, ESTATE, STATE, LOCAL, AND NON-U.S. TAX CONSEQUENCES OF PURCHASING, HOLDING, AND DISPOSING OF OUR CLASS A COMMON STOCK, INCLUDING THE CONSEQUENCES OF ANY PROPOSED CHANGE IN APPLICABLE LAWS.

UNDERWRITING

We and the underwriters named below have entered into an underwriting agreement with respect to the shares of our Class A common stock being offered. Subject to certain conditions, each underwriter has severally agreed to purchase the number of shares indicated in the following table. Goldman Sachs & Co. LLC, J.P. Morgan Securities LLC, and BofA Securities, Inc. are the representatives of the underwriters.

Underwriters	Number of Shares
Goldman Sachs & Co. LLC	
J.P. Morgan Securities LLC	
BofA Securities, Inc.	
Citigroup Global Markets Inc.	
Deutsche Bank Securities Inc.	
UBS Securities LLC	
RBC Capital Markets, LLC	
Credit Suisse Securities (USA) LLC	
Cowen and Company, LLC	
Oppenheimer & Co. Inc.	
Stifel, Nicolaus & Company, Incorporated	
William Blair & Company, L.L.C.	
Academy Securities, Inc.	
Loop Capital Markets LLC	
R. Seelaus & Co., LLC	
Total	

The underwriters are committed to take and pay for all of the shares being offered, if any are taken, other than the shares covered by the option described below unless and until this option is exercised.

The underwriters have an option to buy up to an additional shares of our Class A common stock from us to cover sales by the underwriters of a greater number of shares than the total number set forth in the table above. They may exercise that option for 30 days. If any shares are purchased pursuant to this option, the underwriters will severally purchase shares in approximately the same proportion as set forth in the table above.

The following table shows the per share and total underwriting discounts and commissions to be paid to the underwriters by us. Such amounts are shown assuming both no exercise and full exercise of the underwriters' option to purchase up to an additional shares from us.

	No Exercise	Full Exercise
Per Share	$	$
Total	$	$

Shares sold by the underwriters to the public will initially be offered at the initial public offering price set forth on the cover of this prospectus. Any shares sold by the underwriters to securities dealers may be sold at a discount of up to $ per share from the initial public offering price. After the initial offering of the shares, the representatives may change the offering price and the other selling terms. The offering of the shares by the underwriters is subject to receipt and acceptance and subject to the underwriters' right to reject any order in whole or in part.

We and our officers, directors, and holders of substantially all of our common stock and securities convertible into or exchangeable for our common stock have agreed or will agree with the underwriters, or have otherwise entered into market standoff agreements, subject to certain exceptions, not to dispose of or hedge any of our or their common stock or securities convertible into or exchangeable for shares of common stock during the period from the date of this prospectus continuing through the date 180 days after the date of this prospectus, subject to certain exceptions and, with respect to our officers, directors and holders of substantially all of our securities, subject to early termination commencing on the opening of trading on the second trading day immediately following our release of earnings for the second quarter following the completion of this offering and other early termination provisions, each as further described below, except with the prior written consent of Goldman Sachs & Co. LLC. This agreement does not apply to any existing employee benefit plans. See the section titled "Shares Eligible for Future Sale" for a discussion of certain transfer restrictions.

The lock-up and market standoff agreements with our officers, directors and holders of substantially all of our securities provide that:

(a) (i) all shares of our Class B common stock that are subject to RSUs of which the service condition is satisfied as of December 31, 2020, which represents 2,108,129 shares of our Class B common stock, and (ii) if the last reported closing price of our Class A common stock on Nasdaq is at least 33% greater than the public offering price per share set forth on the cover page of this prospectus for 10 out of 15 consecutive trading days during the period prior to the date of our first earnings release following the completion of this offering, then 25% of the shares of common stock or common stock underlying outstanding derivative instruments (including shares of Class B common stock issuable upon exercise of an outstanding warrant and common stock subject to outstanding options), which represents 13,026,047 shares of our common stock, may be sold beginning at the opening of trading on the second trading day after we announce earnings for the first quarter that ends following the completion of this offering (provided that these early termination provisions in this paragraph (a) do not apply to securities held by Mr. Szulczewski, our founder, CEO, and Chairperson); and

(b) all of our remaining outstanding securities may be sold commencing on the earlier of (i) 181 days following the date of this prospectus and (ii) the opening of trading on the second trading day immediately following our release of earnings for the second quarter following the completion of this offering.

Prior to the offering, there has been no public market for the shares of our Class A common stock. The initial public offering price has been negotiated between the company and the representatives. Among the factors to be considered in determining the initial public offering price of the shares, in addition to prevailing market conditions, will be the company's historical performance, estimates of the business potential and earnings prospects of the company, an assessment of our management and the consideration of the above factors in relation to market valuation of companies in related businesses.

We have applied to list our Class A common stock on the Nasdaq Global Select Market under the symbol "WISH."

In connection with the offering, the underwriters may purchase and sell shares of our Class A common stock in the open market. These transactions may include short sales, stabilizing transactions and purchases to cover positions created by short sales. Short sales involve the sale by the underwriters of a greater number of shares than they are required to purchase in the offering, and a short position represents the amount of such sales that have not been covered by subsequent purchases. A "covered short position" is a short position that is not greater than the amount of additional shares for which the underwriters' option described above may be exercised. The underwriters may cover any covered short position by either exercising their option to purchase additional shares or purchasing shares in the open market. In determining the source of shares to

cover the covered short position, the underwriters will consider, among other things, the price of shares available for purchase in the open market as compared to the price at which they may purchase additional shares pursuant to the option described above. “Naked” short sales are any short sales that create a short position greater than the amount of additional shares for which the option described above may be exercised. The underwriters must cover any such naked short position by purchasing shares in the open market. A naked short position is more likely to be created if the underwriters are concerned that there may be downward pressure on the price of the Class A common stock in the open market after pricing that could adversely affect investors who purchase in the offering. Stabilizing transactions consist of various bids for or purchases of Class A common stock made by the underwriters in the open market prior to the completion of the offering.

The underwriters may also impose a penalty bid. This occurs when a particular underwriter repays to the underwriters a portion of the underwriting discount received by it because the representatives have repurchased shares sold by or for the account of such underwriter in stabilizing or short covering transactions.

Purchases to cover a short position and stabilizing transactions, as well as other purchases by the underwriters for their own accounts, may have the effect of preventing or retarding a decline in the market price of our Class A common stock, and together with the imposition of the penalty bid, may stabilize, maintain or otherwise affect the market price of our Class A common stock. As a result, the price of our Class A common stock may be higher than the price that otherwise might exist in the open market. The underwriters are not required to engage in these activities and may end any of these activities at any time. These transactions may be effected on Nasdaq, in the over-the-counter market or otherwise.

We estimate that our share of the total expenses of the offering, excluding underwriting discounts and commissions, will be approximately $. We have agreed to reimburse the underwriters for certain of their expenses in an amount up to $40,000.

We have agreed to indemnify the several underwriters against certain liabilities, including liabilities under the Securities Act.

The underwriters and their respective affiliates are full service financial institutions engaged in various activities, which may include sales and trading, commercial and investment banking, advisory, investment management, investment research, principal investment, hedging, market making, brokerage and other financial and non-financial activities and services. Certain of the underwriters and their respective affiliates may in the future provide, a variety of these services to the issuer and to persons and entities with relationships with the issuer, for which they will receive customary fees and expenses.

In the ordinary course of their various business activities, the underwriters and their respective affiliates, officers, directors and employees may purchase, sell or hold a broad array of investments and actively trade securities, derivatives, loans, commodities, currencies, credit default swaps and other financial instruments for their own account and for the accounts of their customers, and such investment and trading activities may involve or relate to assets, securities and/or instruments of the issuer (directly, as collateral securing other obligations or otherwise) and/or persons and entities with relationships with the issuer. The underwriters and their respective affiliates may also communicate independent investment recommendations, market color or trading ideas and/or publish or express independent research views in respect of such assets, securities or instruments and may at any time hold, or recommend to clients that they should acquire, long and/or short positions in such assets, securities and instruments.

European Economic Area and United Kingdom

In relation to each Member State of the European Economic Area and the United Kingdom (each a "Relevant State"), no common shares (the "Shares") have been offered or will be offered pursuant to the offering to the public in that Relevant State prior to the publication of a prospectus in relation to the Shares which has been approved by the competent authority in that Relevant State or, where appropriate, approved in another Relevant State and notified to the competent authority in that Relevant State, all in accordance with the Prospectus Regulation), except that offers of Shares may be made to the public in that Relevant State at any time under the following exemptions under the Prospectus Regulation:

(a) to any legal entity which is a qualified investor as defined under the Prospectus Regulation;

(b) to fewer than 150 natural or legal persons (other than qualified investors as defined under the Prospectus Regulation), subject to obtaining the prior consent of the representatives for any such offer; or

(c) in any other circumstances falling within Article 1(4) of the Prospectus Regulation,

provided that no such offer of Shares shall require the company or any representatives to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation.

For the purposes of this provision, the expression an "offer to the public" in relation to any Shares in any Relevant State means the communication in any form and by any means of sufficient information on the terms of the offer and any Shares to be offered so as to enable an investor to decide to purchase or subscribe for any Shares, and the expression "Prospectus Regulation" means Regulation (EU) 2017/1129.

United Kingdom

Each Underwriter has represented and agreed that:

(a) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000 (as amended, the "FSMA")) received by it in connection with the issue or sale of the shares in circumstances in which Section 21(1) of the FSMA does not apply to the company; and

(b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the shares in, from or otherwise involving the United Kingdom.

Canada

The securities may be sold in Canada only to purchasers purchasing, or deemed to be purchasing, as principal that are accredited investors, as defined in National Instrument 45-106 Prospectus Exemptions or subsection 73.3(1) of the Securities Act (Ontario), and are permitted clients, as defined in National Instrument 31-103 Registration Requirements, Exemptions, and Ongoing Registrant Obligations. Any resale of the securities must be made in accordance with an exemption form, or in a transaction not subject to, the prospectus requirements of applicable securities laws.

Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if this prospectus (including any amendment thereto) contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the

purchaser within the time limit prescribed by the securities legislation of the purchaser's province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser's province or territory of these rights or consult with a legal advisor.

Pursuant to section 3A.3 of National Instrument 33-105 Underwriting Conflicts (NI 33-105), the underwriters are not required to comply with the disclosure requirements of NI 33-105 regarding underwriter conflicts of interest in connection with this offering.

Hong Kong

The shares may not be offered or sold in Hong Kong by means of any document other than (i) in circumstances which do not constitute an offer to the public within the meaning of the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32 of the Laws of Hong Kong) ("Companies (Winding Up and Miscellaneous Provisions) Ordinance") or which do not constitute an invitation to the public within the meaning of the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong) ("Securities and Futures Ordinance"), or (ii) to "professional investors" as defined in the Securities and Futures Ordinance and any rules made thereunder, or (iii) in other circumstances which do not result in the document being a "prospectus" as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance, and no advertisement, invitation or document relating to the shares may be issued or may be in the possession of any person for the purpose of issue (in each case whether in Hong Kong or elsewhere), which is directed at, or the contents of which are likely to be accessed or read by, the public in Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to shares which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" in Hong Kong as defined in the Securities and Futures Ordinance and any rules made thereunder.

Singapore

This prospectus has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, this prospectus and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the shares may not be circulated or distributed, nor may the shares be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than (i) to an institutional investor (as defined under Section 4A of the Securities and Futures Act, Chapter 289 of Singapore (the "SFA")) under Section 274 of the SFA, (ii) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA, in each case subject to conditions set forth in the SFA.

Where the shares are subscribed or purchased under Section 275 of the SFA by a relevant person which is a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor, the securities (as defined in Section 239(1) of the SFA) of that corporation shall not be transferable for 6 months after that corporation has acquired the shares under Section 275 of the SFA except: (1) to an institutional investor under Section 274 of the SFA or to a relevant person (as defined in Section 275(2) of the SFA), (2) where such transfer arises from an offer in that corporation's securities pursuant to Section 275(1A) of the SFA, (3) where no consideration is or will be given for the transfer, (4) where the transfer is by operation of law, (5) as specified in Section 276(7) of the SFA, or (6) as specified in Regulation 32 of the Securities and Futures (Offers of Investments) (Shares and Debentures) Regulations 2005 of Singapore ("Regulation 32").

Where the shares are subscribed or purchased under Section 275 of the SFA by a relevant person which is a trust (where the trustee is not an accredited investor (as defined in Section 4A of the SFA)) whose sole purpose is to hold investments and each beneficiary of the trust is an accredited investor, the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferable for 6 months after that trust has acquired the shares under Section 275 of the SFA except: (1) to an institutional investor under Section 274 of the SFA or to a relevant person (as defined in Section 275(2) of the SFA), (2) where such transfer arises from an offer that is made on terms that such rights or interest are acquired at a consideration of not less than S$200,000 (or its equivalent in a foreign currency) for each transaction (whether such amount is to be paid for in cash or by exchange of securities or other assets), (3) where no consideration is or will be given for the transfer, (4) where the transfer is by operation of law, (5) as specified in Section 276(7) of the SFA, or (6) as specified in Regulation 32.

Solely for the purposes of its obligations pursuant to Section 309B of the SFA, we have determined, and hereby notify all relevant persons (as defined in the CMP Regulations 2018), that the shares are "prescribed capital markets products" (as defined in the CMP Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

Japan

The securities have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended) (the "FIEA"). The securities may not be offered or sold, directly or indirectly, in Japan or to or for the benefit of any resident of Japan (including any person resident in Japan or any corporation or other entity organized under the laws of Japan) or to others for reoffering or resale, directly or indirectly, in Japan or to or for the benefit of any resident of Japan, except pursuant to an exemption from the registration requirements of the FIEA and otherwise in compliance with any relevant laws and regulations of Japan.

Australia

No placement document, prospectus, product disclosure statement or other disclosure document has been lodged with the Australian Securities and Investments Commission ("ASIC"), in relation to the offering. This offering document does not constitute a prospectus, product disclosure statement or other disclosure document under the Corporations Act 2001 (the "Corporations Act"), and does not purport to include the information required for a prospectus, product disclosure statement or other disclosure document under the Corporations Act.

Any offer in Australia of the shares may only be made to persons (the "Exempt Investors") who are "sophisticated investors" (within the meaning of section 708(8) of the Corporations Act), "professional investors" (within the meaning of section 708(11) of the Corporations Act) or otherwise pursuant to one or more exemptions contained in section 708 of the Corporations Act so that it is lawful to offer the shares without disclosure to investors under Chapter 6D of the Corporations Act.

The shares applied for by Exempt Investors in Australia must not be offered for sale in Australia in the period of 12 months after the date of allotment under the offering, except in circumstances where disclosure to investors under Chapter 6D of the Corporations Act would not be required pursuant to an exemption under section 708 of the Corporations Act or otherwise or where the offer is pursuant to a disclosure document which complies with Chapter 6D of the Corporations Act. Any person acquiring shares must observe such Australian on-sale restrictions.

This offering document contains general information only and does not take account of the investment objectives, financial situation or particular needs of any particular person. It does not

contain any securities recommendations or financial product advice. Before making an investment decision, investors need to consider whether the information in this offering document is appropriate to their needs, objectives and circumstances, and, if necessary, seek expert advice on those matters.

Dubai International Financial Centre

This offering document relates to an Exempt Offer in accordance with the Offered Securities Rules of the Dubai Financial Services Authority ("DFSA"). This offering document is intended for distribution only to persons of a type specified in the Offered Securities Rules of the DFSA. It must not be delivered to, or relied on by, any other person. The DFSA has no responsibility for reviewing or verifying any documents in connection with Exempt Offers. The DFSA has not approved this prospectus nor taken steps to verify the information set forth in this prospectus and has no responsibility for the offering document. The securities to which this offering document relates may be illiquid and/or subject to restrictions on their resale. Prospective purchasers of the securities offered should conduct their own due diligence on the securities. If you do not understand the contents of this offering document you should consult an authorized financial advisor.

Switzerland

This prospectus is not intended to constitute an offer or solicitation to purchase or invest in the securities being offered pursuant to this prospectus. The securities being offered pursuant to this prospectus may not be publicly offered, directly or indirectly, in Switzerland within the meaning of the Swiss Financial Services Act ("FinSA") and no application has or will be made to admit the securities to trading on any trading venue (exchange or multilateral trading facility) in Switzerland. Neither this prospectus nor any other offering or marketing material relating to the securities constitutes a prospectus pursuant to the FinSA, and neither this prospectus nor any other offering or marketing material relating to the securities may be publicly distributed or otherwise made publicly available in Switzerland.

LEGAL MATTERS

The validity of the shares of Class A common stock offered by this prospectus will be passed upon for us by Gunderson Dettmer Stough Villeneuve Franklin & Hachigian, LLP, San Francisco, California. The underwriters have been represented by Cooley LLP, San Francisco, California.

EXPERTS

Ernst & Young LLP, independent registered public accounting firm, has audited our consolidated financial statements at December 31, 2018 and 2019, and for each of the three years in the period ended December 31, 2019, as set forth in their report. We have included our financial statements in the prospectus and elsewhere in the registration statement in reliance on Ernst & Young LLP's report, given on their authority as experts in accounting and auditing.

WHERE YOU CAN FIND MORE INFORMATION

We have filed with the SEC a registration statement on Form S-1 under the Securities Act with respect to the shares of Class A common stock offered hereby. This prospectus, which constitutes a part of the registration statement, does not contain all of the information set forth in the registration statement or the exhibits filed therewith. For further information about us and the Class A common stock offered hereby, reference is made to the registration statement and the exhibits filed therewith. Statements contained in this prospectus regarding the contents of any contract or any other document that is filed as an exhibit to the registration statement are not necessarily complete, and in each instance we refer you to the copy of such contract or other document filed as an exhibit to the registration statement.

Upon the completion of this offering, we will be subject to the information reporting requirements of the Exchange Act and we will file reports, proxy statements and other information with the SEC. You can read these reports, proxy statements and other information at the SEC's website at www.sec.gov. We also maintain a website at www.wish.com, at which you may access these materials free of charge as soon as reasonably practicable after they are electronically filed with, or furnished to, the SEC. Information contained on our website is not incorporated by reference into this prospectus, and you should not consider information contained on our website to be part of this prospectus or in deciding whether to invest in our Class A common stock.

CONTEXTLOGIC INC.

INDEX TO CONSOLIDATED FINANCIAL STATEMENTS

Report of Independent Registered Public Accounting Firm

To the Stockholders and the Board of Directors of ContextLogic Inc.

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of ContextLogic Inc. (the Company) as of December 31, 2018 and 2019, the related consolidated statements of operations and comprehensive loss**,** redeemable convertible preferred stock and stockholders' deficit, and cash flows for each of the three years in the period ended December 31, 2019, and the related notes (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2018 and 2019, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2019 in conformity with U.S. generally accepted accounting principles.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB and in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audits we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion.

Our audits included performing procedures to assess the risks of material misstatement of the 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 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 financial statements. We believe that our audits provide a reasonable basis for our opinion.

Adoptions of New Accounting Standards

As discussed in Note 2 to the consolidated financial statements, the Company changed its methods of accounting for revenue in 2018 and for leases in 2019 as a result of the adoption of Accounting Standards Update (ASU) No. 2014-09, *Revenue from Contracts with Customers* (Topic 606) and ASU No. 2016-02, *Leases* (Topic 842), and related amendments, respectively. Our opinion is not modified with respect to this matter.

/s/ Ernst & Young LLP

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

San Francisco, California
August 28, 2020

CONTEXTLOGIC INC.
CONSOLIDATED BALANCE SHEETS
(in millions, except share and per share data)

	As of December 31,		As of September 30,	Pro Forma as of September 30,
	2018	2019	2020	2020
				(unaudited)
Assets				
Current assets:				
Cash and cash equivalents	$ 712	$ 744	$ 844	
Marketable securities	262	300	250	
Funds receivable	93	95	67	
Prepaid expenses and other current assets	37	95	85	
Total current assets	1,104	1,234	1,246	
Property and equipment, net	33	34	27	
Right-of-use assets	–	41	40	
Marketable securities	40	34	7	
Restricted cash	10	10	10	
Other assets	6	13	12	
Total assets	$ 1,193	$ 1,366	$ 1,342	
Liabilities, Redeemable Convertible Preferred Stock and Stockholders' Deficit				
Current liabilities:				
Accounts payable	$ 131	$ 171	$ 298	
Merchants payable	653	620	487	
Refunds liability	61	97	94	
Accrued liabilities	125	212	312	
Total current liabilities	970	1,100	1,191	
Redeemable convertible preferred stock warrant liability	124	127	182	
Lease liabilities, non-current	–	42	38	
Deferred rent	10	–	–	
Total liabilities	1,104	1,269	1,411	
Commitments and contingencies (Note 6)				
Redeemable convertible preferred stock, $0.0001 par value: 43,352,566 shares authorized as of December 31, 2018, and 44,346,293 shares authorized as of December 31, 2019 and September 30, 2020 (unaudited); 41,295,644 shares issued and outstanding as of December 31, 2018, and 42,169,192 shares issued and outstanding as of December 31, 2019 and September 30, 2020 (unaudited); aggregate liquidation preference of $1,380 as of December 31, 2018, and $1,619 as of December 31, 2019 and September 30, 2020 (unaudited); shares authorized, issued and outstanding as of September 30, 2020, pro forma (unaudited)	1,376	1,536	1,536	

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

CONTEXTLOGIC INC.
CONSOLIDATED BALANCE SHEETS—(CONTINUED)
(in millions, except share and per share data)

	As of December 31,		As of September 30,	Pro Forma as of September 30,
	2018	2019	2020	2020
				(unaudited)
Stockholders' deficit:				
Common stock, $0.0001 par value: 70,000,000 shares authorized as of December 31, 2018, and 73,000,000 shares authorized as of December 31, 2019 and September 30, 2020 (unaudited); 10,445,075 and 10,369,485 shares issued and outstanding as of December 31, 2018 and 2019, respectively, and 10,885,916 shares issued and outstanding as of September 30, 2020 (unaudited); shares issued and outstanding as of September 30, 2020, pro forma (unaudited)	–	–	–	
Additional paid-in capital	–	–	10	
Accumulated deficit	(1,287)	(1,439)	(1,615)	
Total stockholders' deficit	(1,287)	(1,439)	(1,605)	
Total liabilities, redeemable convertible preferred stock and stockholders' deficit	$ 1,193	$ 1,366	$ 1,342	

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

CONTEXTLOGIC INC.
CONSOLIDATED STATEMENTS OF OPERATIONS AND COMPREHENSIVE LOSS
(in millions, except share and per share data)

	Year Ended December 31,			Nine Months Ended September 30,	
	2017	2018 (As Adjusted)	2019	2019	2020
				(unaudited)	
Revenue	$ 1,101	$ 1,728	$ 1,901	$ 1,325	$ 1,747
Cost of revenue	205	278	443	255	605
Gross profit	896	1,450	1,458	1,070	1,142
Operating expenses:					
Sales and marketing	989	1,576	1,463	995	1,125
Product development	28	45	74	52	72
General and administrative	26	52	65	47	65
Total operating expenses	1,043	1,673	1,602	1,094	1,262
Loss from operations	(147)	(223)	(144)	(24)	(120)
Other income (expense), net:					
Interest and other income (expense), net	10	15	19	16	–
Remeasurement of redeemable convertible preferred stock warrant liability	(70)	–	(3)	3	(55)
Loss before provision for income taxes	(207)	(208)	(128)	(5)	(175)
Provision for income taxes	–	–	1	–	1
Net loss and comprehensive loss	(207)	(208)	(129)	(5)	(176)
Deemed dividend to redeemable convertible preferred stockholders	(40)	–	(7)	(7)	–
Net loss attributable to common stockholders	$ (247)	$ (208)	$ (136)	$ (12)	$ (176)
Net loss per share attributable to common stockholders, basic and diluted	$ (24.60)	$ (20.20)	$ (13.07)	$ (1.15)	$ (16.46)
Weighted-average shares used in computing net loss per share attributable to common stockholders, basic and diluted	10,038,841	10,296,604	10,404,562	10,417,444	10,693,561
Pro forma net loss per share attributable to common stockholders, basic and diluted (unaudited)					
Weighted-average shares used in computing pro forma net loss per share attributable to common stockholders, basic and diluted (unaudited)					

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

CONTEXTLOGIC INC.
CONSOLIDATED STATEMENTS OF REDEEMABLE CONVERTIBLE PREFERRED STOCK AND STOCKHOLDERS' DEFICIT
(In millions, except share and per share amounts)

	Redeemable Convertible Preferred Stock		Common Stock		Additional Paid-in Capital	Accumulated Deficit	Total Stockholders' Deficit
	Shares	Amount	Shares	Amount			
Balances as of January 1, 2017...	39,926,498	$1,107	9,947,001	$ –	$ 38	$ (868)	$ (830)
Issuance of Series G redeemable convertible preferred stock for cash, at $134.53 per share, net of issuance costs	1,687,319	226	–	–	–	–	–
Repurchase of Series C redeemable convertible preferred stock	(857,601)	(5)	–	–	(39)	(1)	(40)
Reclassification of Series F redeemable convertible preferred stock warrant liability upon exercise	–	13	–	–	–	–	–
Exercise of Series F redeemable convertible preferred stock warrant	539,428	35	–	–	–	–	–
Issuance of common stock upon exercise of options for cash	–	–	147,538	–	–	–	–
Repurchase of common stock	–	–	(8,766)	–	(3)	–	(3)
Stock-based compensation	–	–	–	–	6	–	6
Loans to employees secured by shares and options	–	–	–	–	(2)	–	(2)
Net loss and comprehensive loss	–	–	–	–	–	(207)	(207)
Balances as of December 31, 2017	41,295,644	$1,376	10,085,773	$ –	$ –	$ (1,076)	$ (1,076)
Issuance of common stock upon exercise of options for cash	–	–	422,748	–	1	–	1
Repurchase of common stock	–	–	(63,446)	–	(3)	(3)	(6)
Stock-based compensation	–	–	–	–	2	–	2
Net loss and comprehensive loss	–	–	–	–	–	(208)	(208)
Balances as of December 31, 2018	41,295,644	$1,376	10,445,075	$ –	$ –	$ (1,287)	$ (1,287)
Issuance of Series H redeemable convertible preferred stock for cash, at $169.5729 per share, net of issuance costs	943,548	160	–	–	–	–	–
Issuance of common stock upon exercise of options for cash	–	–	75,563	–	–	–	–
Repurchase of Series A redeemable convertible preferred stock	(70,000)	–	–	–	(3)	(4)	(7)
Issuance of common stock for services	–	–	27,534	–	3	–	3
Repurchase of common stock	–	–	(178,687)	–	(2)	(19)	(21)
Stock-based compensation	–	–	–	–	2	–	2
Net loss and comprehensive loss	–	–	–	–	–	(129)	(129)
Balances as of December 31, 2019	42,169,192	$1,536	10,369,485	$ –	$ –	$ (1,439)	$ (1,439)

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

CONTEXTLOGIC INC.
CONSOLIDATED STATEMENTS OF REDEEMABLE CONVERTIBLE PREFERRED STOCK AND STOCKHOLDERS' DEFICIT—(CONTINUED)
(In millions, except share and per share amounts)

	Redeemable Convertible Preferred Stock		Common Stock		Additional Paid-in Capital	Accumulated Deficit	Total Stockholders' Deficit
	Shares	Amount	Shares	Amount			
Issuance of common stock upon exercise of options for cash (unaudited)	–	–	537,931	–	2	–	2
Repurchase of common stock (unaudited)	–	–	(21,500)	–	(1)	–	(1)
Stock-based compensation (unaudited)	–	–	–	–	9	–	9
Net loss and comprehensive loss (unaudited)	–	–	–	–	–	(176)	(176)
Balances as of September 30, 2020 (unaudited)	42,169,192	$1,536	10,885,916	$ –	$ 10	$ (1,615)	$ (1,605)
Balances as of December 31, 2018	41,295,644	$1,376	10,445,075	$ –	$ –	$ (1,287)	$ (1,287)
Issuance of Series H redeemable convertible preferred stock for cash, at $169.5729 per share, net of issuance costs (unaudited)	943,548	160	–	–	–	–	–
Issuance of common stock upon exercise of options for cash (unaudited)	–	–	70,963	–	–	–	–
Repurchase of Series A redeemable convertible preferred stock (unaudited)	(70,000)	–	–	–	(3)	(4)	(7)
Issuance of common stock for services (unaudited)	–	–	27,534	–	3	–	3
Repurchase of common stock (unaudited)	–	–	(178,687)	–	(2)	(19)	(21)
Stock-based compensation (unaudited)	–	–	–	–	2	–	2
Net loss and comprehensive loss (unaudited)	–	–	–	–	–	(5)	(5)
Balances as of September 30, 2019 (unaudited)	42,169,192	$1,536	10,364,885	$ –	$ –	$ (1,315)	$ (1,315)

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

CONTEXTLOGIC INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS
(in millions)

	Year Ended December 31,			Nine Months Ended September 30,	
	2017	2018	2019	2019	2020
				(unaudited)	
Cash flows from operating activities:					
Net loss	$ (207)	$ (208)	$ (129)	$ (5)	$ (176)
Adjustments to reconcile net loss to net cash provided by (used in) operating activities:					
Depreciation and amortization	4	8	10	7	9
Noncash lease expense	–	–	9	6	7
Stock-based compensation expense	8	2	2	2	9
Remeasurement of redeemable convertible preferred stock warrant liability	70	–	3	(3)	55
Other	3	(9)	(3)	(2)	(1)
Changes in operating assets and liabilities:					
Funds receivable	(59)	13	(2)	(11)	28
Prepaid expenses and other current assets	(24)	(1)	(58)	(20)	10
Other noncurrent assets	(5)	1	(7)	(8)	4
Accounts payable	85	2	40	62	126
Merchants payable	235	15	(33)	(103)	(133)
Accrued and refund liabilities	37	82	94	23	85
Lease liabilities	–	–	(10)	(7)	(7)
Other current and noncurrent liabilities	(1)	1	24	15	8
Net cash provided by (used in) operating activities	146	(94)	(60)	(44)	24
Cash flows from investing activities:					
Purchases of property and equipment	(12)	(20)	(11)	(6)	(1)
Purchases of marketable securities	(343)	(366)	(485)	(357)	(225)
Sales of marketable securities	6	1	53	53	–
Maturities of marketable securities	157	360	403	287	303
Other	–	9	–	–	–
Net cash provided by (used in) investing activities	(192)	(16)	(40)	(23)	77
Cash flows from financing activities:					
Proceeds from issuance of redeemable convertible preferred stock, net of issuance costs	226	–	160	160	–
Proceeds from exercise of redeemable convertible preferred stock warrants	35	–	–	–	–
Payments to repurchase common and redeemable convertible preferred stock	(48)	(6)	(28)	(28)	(1)
Other	(1)	1	–	–	–
Net cash provided by (used in) financing activities	212	(5)	132	132	(1)
Net increase (decrease) in cash, cash equivalents and restricted cash	166	(115)	32	65	100
Cash, cash equivalents and restricted cash at beginning of period	671	837	722	722	754
Cash, cash equivalents and restricted cash at end of period	$ 837	$ 722	$ 754	$ 787	$ 854

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

	Year Ended December 31,			Nine Months Ended September 30,	
	2017	2018	2019	2019	2020
				(unaudited)	
Reconciliation of cash, cash equivalents, and restricted cash to the consolidated balance sheets:					
Cash and cash equivalents	$ 827	$ 712	$ 744	$ 777	$ 844
Restricted cash	10	10	10	10	10
Total cash, cash equivalents and restricted cash	$ 837	$ 722	$ 754	$ 787	$ 854
Supplemental cash flow disclosures:					
Cash paid for income taxes	$ –	$ –	$ –	$ –	$ 1
Supplemental noncash financing activities:					
Reclassification of Series F redeemable convertible preferred stock warrant liability upon exercise	$ 13	$ –	$ –	$ –	$ –
Issuance of common stock for services	$ –	$ –	$ 3	$ 3	$ –
Deferred offering costs incurred during the period included in accounts payable and accrued liabilities	$ –	$ –	$ –	$ –	$ 2

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

CONTEXTLOGIC INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Information as of September 30, 2020 and for the nine months ended September 30, 2019 and 2020 is unaudited)

1. DESCRIPTION OF BUSINESS

ContextLogic Inc. ("Wish" or the "Company") is a mobile ecommerce company that provides a shopping experience that is mobile-first and discovery-based, which connects merchants' products to users based on user preferences. The Company generates revenue from marketplace and logistics services provided to merchants.

The Company was incorporated in the state of Delaware in June 2010 and is headquartered in San Francisco, California, with operations in Canada, China and the Netherlands.

For the nine months ended September 30, 2020, the Company incurred a net loss of $176 million and had an accumulated deficit of $1.6 billion as of September 30, 2020. For the year ended December 31, 2019, the Company incurred a net loss of $129 million and had an accumulated deficit of $1.4 billion as of December 31, 2019. The Company expects losses from operations to continue for the foreseeable future as it incurs costs and expenses related to brand development, expansion of market share, continued development of the Company's mobile shopping marketplace infrastructure and development of other businesses. The Company believes that its cash and cash equivalents and marketable securities will be sufficient to fund its operations for at least the next twelve months from the issuance of these financial statements.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation and Consolidation

The accompanying consolidated financial statements have been prepared in accordance with U.S. generally accepted accounting principles ("U.S. GAAP"). The consolidated financial statements include the accounts of the Company and its wholly owned subsidiaries. All intercompany balances and transactions have been eliminated in consolidation.

Unaudited Interim Consolidated Financial Information

The accompanying interim consolidated balance sheet as of September 30, 2020, the interim consolidated statements of operations and comprehensive loss, redeemable convertible preferred stock and stockholders' deficit, and cash flows for the nine months ended September 30, 2019 and 2020, and the related footnote disclosures are unaudited. These unaudited interim consolidated financial statements have been prepared in accordance with U.S. GAAP applicable to interim financial statements. The interim consolidated financial statements are presented in accordance with the rules and regulations of the U.S. Securities and Exchange Commission ("SEC") and do not include all disclosures normally required in annual consolidated financial statements prepared in accordance with U.S. GAAP. In management's opinion, the unaudited interim consolidated financial statements have been prepared on the same basis as the annual financial statements, which include only normal recurring adjustments, necessary for the fair presentation of the Company's financial position as of September 30, 2020 and its consolidated results of operations and cash flows for the nine months ended September 30, 2019 and 2020. The results of operations for the nine months ended September 30, 2020 are not necessarily indicative of the results expected for the year ending December 31, 2020 or any other future interim or annual periods.

CONTEXTLOGIC INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Information as of September 30, 2020 and for the nine months ended September 30, 2019 and 2020 is unaudited)

Unaudited Pro Forma Balance Sheet

Immediately prior to the completion of the Company's planned initial public offering ("IPO"), all of the Company's outstanding redeemable convertible preferred stock will automatically convert into shares of the Company's common stock, and the Company's outstanding redeemable convertible preferred stock warrant will be exercised and will also convert into shares of the Company's common stock. These conversions are reflected into an aggregate of shares of the Company's common stock in the Company's unaudited pro forma balance sheet as of September 30, 2020, which also reflects an increase to additional paid-in capital and accumulated deficit related to the recognition of $ of stock-based compensation expense related to the Company's restricted stock units ("RSUs"), which are subject to both a service condition, which is typically satisfied over four or five years, and a liquidity condition, which will be satisfied upon completion of this IPO. These RSUs are excluded from the pro forma disclosures on the consolidated balance sheet because the underlying shares of common stock will be issued subsequent to the completion of this IPO. The shares of common stock issuable and the proceeds expected to be received in connection with an IPO are excluded from such unaudited pro forma financial information.

Deferred Offering Costs

Deferred offering costs consist primarily of accounting, legal and other fees related to the Company's proposed IPO. Upon consummation of the IPO, the deferred offering costs will be reclassified to stockholders' deficit and recorded against the proceeds from the offering. In the event the offering is aborted, deferred offering costs will be expensed. The Company has capitalized $4 million of deferred offering costs within other assets on the consolidated balance sheet as of September 30, 2020. There were no offering costs capitalized as of December 31, 2018 and 2019.

Use of Estimates

The preparation of consolidated financial statements in accordance with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, 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. These estimates form the basis for judgments the Company makes about the carrying values of its assets and liabilities that are not readily apparent from other sources. These estimates include, but are not limited to, fair value of financial instruments, useful lives of long-lived assets, fair value of common stock, fair value of derivative instruments, fair value of redeemable convertible preferred stock and related redeemable convertible preferred stock warrant and equity awards and other equity issuances, incremental borrowing rate applied to lease accounting, contingent liabilities, allowances for refunds and chargebacks and uncertain tax positions. As of September 30, 2020, the effects of the ongoing COVID-19 pandemic on the Company's business, results of operations, and financial condition continue to evolve. As a result, many of the Company's estimates and assumptions required increased judgment and these estimates may change materially in future periods.

Segments

The Company manages its operations and allocates resources as a single operating segment. Further, the Company manages, monitors and reports its financials as a single reporting segment. The

CONTEXTLOGIC INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Information as of September 30, 2020 and for the nine months ended September 30, 2019 and 2020 is unaudited)

Company's chief operating decision-maker ("CODM") is its Chief Executive Officer who makes operating decisions, assesses financial performance and allocates resources based on consolidated financial information. As such, the Company has determined that it operates in one reportable segment.

Revenue Recognition

Through the fiscal year ended December 31, 2017, in accordance with Accounting Standards Codification ("ASC") Topic 605, *Revenue Recognition* ("Topic 605"), the Company recognized revenue when all of the following conditions were satisfied: (1) there was persuasive evidence of an arrangement; (2) delivery has occurred or the service has been rendered; (3) collectability was reasonably assured; and (4) the selling price or fee was fixed or determinable. The Company evaluated whether it was appropriate to recognize revenue on a gross or net basis based upon its evaluation of whether it was the primary obligor in a transaction, had inventory risk and had latitude in establishing pricing and selecting suppliers, among other factors.

On January 1, 2018, the Company adopted Accounting Standards Update ("ASU") No. 2014-09, *Revenue from Contracts with Customers* ("Topic 606"), which supersedes the revenue recognition requirements in Topic 605, using the modified retrospective transition method. Revenue for the years ended December 31, 2018 and 2019 and the nine months ended September 30, 2019 and 2020 was presented under Topic 606, and revenue for the year ended December 31, 2017 was not adjusted and continues to be presented under Topic 605. Upon adoption of Topic 606, the Company recognizes revenue upon transfer of control of promised products or services to customers in an amount that reflects the consideration the Company expects to receive in exchange for those products or services. Under the new revenue recognition standard, the Company applies the following five-step approach: (1) identify the contract with a customer, (2) identify the performance obligations in the contract, (3) determine the transaction price, (4) allocate the transaction price to the performance obligations in the contract and (5) recognize revenue when a performance obligation is satisfied.

Upon the adoption of Topic 606, the Company recorded the costs of free products provided to users and the costs of certain refunds as a reduction of revenue in the consolidated statements of operations and comprehensive loss. These costs were previously recorded in cost of revenue under Topic 605. There was no adjustment to accumulated deficit on January 1, 2018.

The following table reflects the impact of the Topic 606 adoption on the relevant line items of the consolidated statement of operations and comprehensive loss for the initial year of adoption had the Company reported under Topic 605 (in millions):

	Year Ended December 31, 2018			
	As Reported	Free Product Incentives	Cost of Refunds	If Reported under Topic 605
Revenue	$ 1,728	$ 22	$ 4	$ 1,754
Cost of revenue	278	22	4	304
Gross profit	$ 1,450	$ –	$ –	$ 1,450

The Company generates revenue from marketplace and logistics services provided to merchants. Revenue is recognized as the Company transfers control of promised goods or services to its customers

CONTEXTLOGIC INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Information as of September 30, 2020 and for the nine months ended September 30, 2019 and 2020 is unaudited)

in an amount that reflects the consideration the Company expects to be entitled to in exchange for those goods or services. The Company considers both the merchant and the user to be customers. The Company evaluates whether it is appropriate to recognize revenue on a gross or net basis based upon its evaluation of whether the Company obtains control of the specified goods or services by considering if it is primarily responsible for fulfillment of the promise, has inventory risk and has latitude in establishing pricing and selecting suppliers, among other factors. Based on these factors, marketplace revenue is generally recorded on a net basis and logistics revenue is generally recorded on a gross basis. Revenue excludes any amounts collected on behalf of third parties, including indirect taxes.

The following table shows the disaggregated revenue for the applicable periods (in millions):

	Year Ended December 31,			Nine Months Ended September 30,	
	2017	2018	2019	2019	2020
				(unaudited)	
Core marketplace revenue	$ 1,053	$ 1,508	$ 1,473	$ 1,049	$ 1,300
ProductBoost revenue	48	214	291	209	138
Marketplace revenue	1,101	1,722	1,764	1,258	1,438
Logistics revenue	–	6	137	67	309
Revenue	$ 1,101	$ 1,728	$ 1,901	$ 1,325	$ 1,747

Refer to Note 13 – Geographic Information for the disaggregated revenue by geographical location.

Marketplace Revenue

The Company provides a mix of marketplace services to merchants. The Company provides merchants access to its marketplace where merchants display and sell their products to users. The Company also provides ProductBoost services to help merchants promote their products within the Company's marketplace.

Marketplace revenue includes commission fees collected in connection with user purchases of the merchants' products. The commission fees vary depending on factors such as user location, demand, product type, and dynamic pricing. The Company recognizes revenue when a user's order is processed and the related order information has been made available to the merchant. Commission fees are recognized net of estimated refunds and chargebacks. Marketplace revenue also includes ProductBoost revenue for displaying a merchant's selected products in preferential locations within the Company's marketplace. The Company recognizes revenue when the merchants' selected products are displayed. The Company refers to its marketplace revenue, excluding ProductBoost revenue, as its core marketplace revenue.

Logistics Revenue

The Company's logistics offering for merchants, introduced in 2018, is designed for direct end-to-end single order shipment from a merchant's location to the user. Logistics services include transportation and delivery of the merchant's products to the user. Merchants are required to prepay for logistics services on a per order basis.

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The Company recognizes revenue over time as the merchant simultaneously receives and consumes the logistics services benefit as the services are performed. The Company uses an output method of progress based on days in transit as it best depicts the Company's progress toward complete satisfaction of the performance obligation.

Deferred Revenue

Deferred revenue consists of amount received primarily related to unsatisfied performance obligations of logistics services at the end of the period. The deferred revenue balances as of December 31, 2018 and 2019 and September 30, 2020 are disclosed in Note 4. Due to the short-term duration of contracts, all of the performance obligations will be satisfied in the following reporting period.

Refunds and Chargebacks

Refunds and chargebacks are associated with marketplace revenue. Returns are not material to the Company's business. Estimated refunds and chargebacks are recorded on the consolidated balance sheets as refunds liability. The merchant's share of the refunds are recorded as a reduction to the amount due to merchants. The revenue recognized on transactions subject to refunds and chargebacks is reversed. The Company estimates future refunds and chargebacks using a model that incorporates historical experience and considering recent business trends and market activity.

Incentive Discount Offers

The Company provides incentive discount offers to its users to encourage purchases of products through its marketplace. Such offers include current discount offers of a certain percentage off current purchases and inducement offers, such as set percentage offers off future purchases subject to a minimum current purchase. The Company generally records the related discounts taken as a reduction of revenue when the offer is redeemed. The Company also offers free products to encourage users to make purchases on its marketplace. The resulting discount is recorded as a reduction of revenue when the offer for free product is redeemed.

Cost of Revenue

Cost of revenue includes colocation and data center charges, interchange and other fees for credit card processing services, fraud and chargeback prevention service charges, costs of refunds and chargebacks made to users that the Company is not able to collect from merchants, depreciation and amortization of property and equipment, shipping charges, tracking costs, warehouse fees, and employee-related costs, including salaries, benefits, and stock-based compensation expense, for the Company's infrastructure, merchant support and logistics personnel. Cost of revenue also includes an allocation of general IT and facilities overhead expenses.

Advertising Expense

Advertising expenses are included in sales and marketing expenses within the consolidated statements of operations and comprehensive loss and are expensed as incurred. Advertising expenses were $0.9 billion, $1.5 billion and $1.4 billion for the years ended 2017, 2018 and 2019, respectively, and $1.0 billion and $1.1 billion for the nine months ended September 30, 2019 and 2020, respectively.

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Software Development Costs

The Company capitalizes costs to develop its mobile application and website when preliminary development efforts are successfully completed, management has authorized and committed project funding, and it is probable that the project will be completed, and the software will be used as intended. Due to the iterative process by which the Company performs upgrades and the relatively short duration of its development projects, development costs meeting capitalization criteria were not material during the periods presented.

Cash, Cash Equivalents and Restricted Cash

The Company considers all highly liquid investments with an original maturity of three months or less to be cash equivalents. As of December 31, 2018 and 2019 and September 30, 2020, cash and cash equivalents consisted of cash deposited with banks and money market funds for which their cost approximates their fair value. The Company held 84%, 82% and 85% of its cash and cash equivalents in the United States as of December 31, 2018 and 2019 and September 30, 2020, respectively.

Restricted cash consists of mandatory deposits as collateral for standby letters of credit related to the Company's primary office space lease and is classified as non-current.

Marketable Securities

Marketable securities consist of short-term and long-term debt securities classified as available-for-sale and have original maturities greater than 90 days. Marketable securities are carried at fair value based upon quoted market prices or pricing models for similar securities. Unrealized gains and losses on available-for-sale securities are excluded from earnings and are not material. Realized gains or losses on the sale of all such securities are reported in interest and other income (expense), net, and computed using the specific identification method. For declines in fair market value below the cost of an individual marketable security, the Company assesses whether the decline in value is other than temporary based on the length of time the fair market value has been below cost, the severity of the decline and the Company's intent and ability to hold or sell the investment. If an investment is impaired, the Company writes it down through earnings to its recoverable value and establishes that as a new cost basis for the investment.

Derivative Instruments

The Company conducts business in certain foreign currencies throughout its worldwide operations, and various entities hold monetary assets or liabilities, earn revenues, or incur costs in currencies other than the entity's functional currency. As a result, the Company is exposed to foreign exchange gains or losses which impact the Company's operating results. As part of the Company's foreign currency risk mitigation strategy, starting in 2020, the Company has entered into foreign exchange forward contracts with up to twelve months in duration. The foreign exchange forward contracts are used to manage exposure related to foreign currency denominated monetary assets and liabilities and are not designated as hedges. The changes in the fair value are recognized in interest and other income (expense), net in the consolidated statement of operations and comprehensive loss and are intended to offset the foreign currency gains or losses associated with the underlying monetary assets and liabilities. The net gains on the change in fair value for the Company's foreign exchange forward contracts were $6 million for the nine months ended September 30, 2020. The derivative

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assets and liabilities for the Company's foreign exchange forward contracts were immaterial as of September 30, 2020. The total notional value of the outstanding foreign exchange forward contracts in U.S. dollar equivalents was $60 million as of September 30, 2020.

The foreign currency contracts are classified within Level 2 of the fair value hierarchy as the valuation inputs are based on quoted prices and market observable data of similar instruments in active markets, including currency spot and forward rates.

The Company does not use derivative financial instruments for speculative or trading purposes, nor does it hedge foreign currency exposure in a manner that entirely offsets the effects of the changes in foreign exchange rates.

Funds Receivable

The Company uses several third-party Payment Service Providers ("PSPs") to process user transactions on its marketplace. Transactions on the Company's marketplace are mainly credit and debit card-based transactions that convert to cash on a regular basis and are net settled against refunds and chargebacks, with little default risk. Funds receivable represents the amounts expected to be received from PSPs for purchases on the Company's marketplace and is recorded net of processing fees.

Concentrations of Risk

Credit Risk — Financial instruments that potentially subject the Company to concentrations of credit risk consist primarily of cash and cash equivalents, restricted cash, funds receivable and marketable securities. The Company's cash and cash equivalents, including restricted cash, are held on deposit with creditworthy institutions. Although the Company's deposits exceed federally insured limits, the Company has not experienced any losses in such accounts. The Company invests its excess cash in money market accounts, U.S. Treasury notes, U.S. Treasury bills, commercial paper and corporate bonds. The Company is exposed to credit risk in the event of a default by the financial institutions holding its cash, cash equivalents, restricted cash and marketable securities for the amounts reflected on the consolidated balance sheets. The Company's investment policy limits investments to certain types of debt securities issued by the U.S. government, its agencies and institutions with investment-grade credit ratings and places restrictions on maturities and concentration by type and issuer.

The Company is exposed to credit risk in the event of a default by its PSPs. The Company does not generate revenue from PSPs. Significant changes in the Company's relationship with its PSPs could adversely affect users' ability to process transactions on the Company's marketplaces, thereby impacting the Company's operating results.

The following PSPs each represented 10% or more of the Company's funds receivable balance:

	December 31,		September 30,
	2018	2019	2020
			(unaudited)
PSP 1	49%	50%	58%
PSP 2	23%	18%	25%
PSP 3	14%	13%	9%
PSP 4	9%	10%	8%

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Services Risk — The Company serves all of its users using third-party data center and hosting providers. The Company has disaster recovery protocols at the third-party service providers. Even with these procedures for disaster recovery in place, access to the Company's service could be significantly interrupted, resulting in an adverse effect on its operating results and financial position. No significant interruptions of service were known to have occurred during 2018, 2019 and the nine months ended September 30, 2020.

Property and Equipment, Net

Property and equipment are stated at historical cost less accumulated depreciation. Depreciation and amortization are computed using the straight-line method over the estimated useful lives. Expenditures for repairs and maintenance are charged to expense as incurred.

The estimated useful lives of the Company's property and equipment are generally as follows:

Computers, equipment, software	3 years
Furniture and fixtures, servers, networking equipment	5 years
Leasehold improvements	Shorter of the estimated useful life or remaining lease term

Impairment of Long-Lived Assets

The Company reviews long-lived assets, including intangible assets, for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets to be held and used is measured first by a comparison of the carrying amount of an asset to future undiscounted net cash flows expected to be generated by the asset. If such assets are considered to be impaired, an impairment loss would be recognized based on the excess of the carrying amount of the asset above the fair value of the asset. No impairment charges were recorded on long-lived assets for the years ended December 31, 2017, 2018 and 2019, and the nine months ended September 30, 2020.

Merchants Payable

Merchants payable represents the amount of funds due to merchants and is recorded net of commission fees earned by the Company for marketplace transactions and other fees due from merchants. Merchants payable is adjusted for actual and estimated refunds the Company is expected to recover from merchants. The Company remits funds to merchants on a regular basis.

Operating Lease Obligations

On January 1, 2019, the Company adopted ASU 2016-02, *Leases (Topic 842)* ("Topic 842"), using the modified retrospective method, which resulted in the recognition of right-of-use ("ROU") assets and lease liabilities for operating leases on the Company's consolidated balance sheet as of December 31, 2019, with no impact to its consolidated statements of operations and comprehensive loss for the year ended December 31, 2019. The prior period amounts have not been adjusted and continue to be reported in accordance with the Company's historical accounting under Topic 840, *Leases* ("Topic 840"). See further discussion of the impact of the adoption below in *Accounting Pronouncements Recently Adopted*.

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The Company determines if an arrangement is a lease at inception. For leases where the Company is the lessee, ROU assets represent the Company's right to use the underlying asset for the term of the lease and the lease liabilities represent an obligation to make lease payments arising from the lease. Certain lease agreements contain tenant improvement allowances, rent holidays and rent escalation provisions, all of which are considered in determining the ROU assets and lease liabilities. The Company begins recognizing rent expense when the lessor makes the underlying asset available for use by the Company. Lease liabilities are recognized at the lease commencement date based on the present value of the future lease payments over the lease term. Lease renewal periods are considered on a lease-by-lease basis in determining the lease term. The interest rate the Company uses to determine the present value of future lease payments is the Company's incremental borrowing rate because the rate implicit in the Company's leases is not readily determinable. The incremental borrowing rate is a hypothetical rate for collateralized borrowings in economic environments where the leased asset is located based on credit rating factors. The ROU asset is determined based on the lease liability initially established and adjusted for any prepaid lease payments and any lease incentives received. The lease term to calculate the ROU asset and related lease liability includes options to extend or terminate the lease when it is reasonably certain that the Company will exercise the option. Certain leases contain variable costs, such as common area maintenance, real estate taxes or other costs. Variable lease costs are expensed as incurred on the consolidated statements of operations and comprehensive loss.

Operating leases are included in the ROU assets, accrued liabilities and lease liabilities, non-current on the consolidated balance sheets. The Company has no finance leases.

Loss Contingencies

The Company is involved in various lawsuits, claims and proceedings that arise in the ordinary course of business. The Company records a liability for these when it believes it is probable that it has incurred a loss, and the Company can reasonably estimate the loss. If the Company determines that a material loss is reasonably possible and the loss or range of loss can be estimated, the Company discloses the possible loss in the notes to the consolidated financial statements. The Company regularly evaluates current information to determine whether it should adjust a recorded liability or record a new one. Significant judgment is required to determine both the probability and the estimated amount.

Redeemable Convertible Preferred Stock Warrant Liability

The Company classifies the redeemable convertible preferred stock warrant as a liability on the consolidated balance sheets. The redeemable convertible preferred stock warrant liability is subject to remeasurement at each balance sheet date, and any change in fair value is recognized as gain or loss within earnings. The Company will continue to adjust the liability for the changes in fair value until the earlier of the exercise or expiration of the warrant.

Immediately prior to the completion of the Company's planned IPO, the Company's outstanding redeemable convertible preferred stock warrant will be exercised and the fair value of the liability at that time will also be reclassified into the Company's common stock and additional paid-in capital.

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Stock-Based Compensation

The Company grants stock options to employees and nonemployees. The Company measures stock options based on their estimated grant date fair values, which the Company determines using the Black-Scholes option-pricing model. The Company records the resulting expense in the consolidated statements of operations and comprehensive loss over the period of service required to vest in the award, which is generally four or five years. The Company accounts for forfeitures as they occur.

The Company's RSU grants to employees vest upon the satisfaction of both a service condition and a liquidity condition. The service condition for these awards is satisfied over four or five years. The liquidity condition is satisfied upon the occurrence of a qualifying event, defined as a change of control transaction or an IPO. The Company measures RSUs granted to employees based on the fair market value of its common stock on the grant date. The Company has not recorded any stock-based compensation expense for RSUs because a qualifying event has not occurred. If a qualifying event occurs in the future, the Company will record cumulative stock-based compensation expense using the accelerated attribution method for those RSUs for which the service condition has been satisfied prior to the qualifying event, and the Company will record the remaining unrecognized stock-based compensation expense over the remainder of the requisite service period.

Valuation of Common Stock, Redeemable Convertible Preferred Stock and Redeemable Convertible Preferred Stock Warrant

The Company determined the fair value of common stock, redeemable convertible preferred stock and redeemable convertible preferred stock warrant based on the market approach under which the Company's equity value is estimated by applying valuation multiples derived from the observed valuation multiples of comparable public companies to management forecasted financial results.

The Company used the Probability Weighted Expected Return Method ("PWERM") to allocate the Company's equity value among outstanding common stock, redeemable convertible preferred stock, redeemable convertible preferred stock warrant and equity awards. The Company applied the PWERM by first defining the range of potential future liquidity outcomes, such as an IPO, and then allocating its value to outstanding stock, warrant and equity awards based on the relative probability that each outcome will occur. The valuation and allocation approaches involve the use of estimates, judgments and assumptions that are highly complex and subjective, such as those regarding expected future revenue and discount rates, valuation multiples, the selection of comparable public companies and the probability of future events. Changes in any or all of these estimates and assumptions, or the relationships between these assumptions, impact the Company's valuation as of each valuation date and may have a material impact on the valuation of the Company's common stock, redeemable convertible preferred stock and redeemable convertible preferred stock warrant.

Fair Value Measurement

The Company applies fair value accounting for all financial assets and liabilities and non-financial assets and liabilities that are recognized or disclosed at fair value in the financial statements on a recurring basis. The Company defines fair value as the price that would be received from selling an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. When determining fair value measurements for assets and liabilities, the Company considers the principal or most advantageous market in which it would transact and the market-based risk measurements or assumptions that market participants would use in pricing the asset or liability,

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such as risks inherent in valuation techniques, transfer restrictions and credit risk. Fair value is estimated by applying the following hierarchy, which prioritizes the inputs used to measure fair value into three levels and bases the categorization within the hierarchy upon the lowest level of input that is available and significant to the fair value measurement:

Level 1—Quoted	prices in active markets for identical assets or liabilities.
Level 2—Observable	inputs other than quoted prices in active markets for identical assets and liabilities, quoted prices for identical or similar assets or liabilities in inactive markets, or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities.
Level 3—Inputs	that are generally unobservable and typically reflect management's estimate of assumptions that market participants would use in pricing the asset or liability.

Income Taxes

The Company accounts for income taxes using the asset and liability method, under which deferred tax liabilities and assets are recognized for the expected future tax consequences of temporary differences between consolidated financial statement carrying amounts and the tax basis of assets and liabilities and net operating loss and tax credit carryforwards. Valuation allowances are established when necessary to reduce deferred tax assets to the amount expected to be realized.

The Company determines whether it is more likely than not that a tax position will be sustained upon examination. If it is not more likely than not that a position will be sustained, no amount of benefit attributable to the position is recognized. The tax benefit to be recognized of any tax position that meets the more likely than not recognition threshold is calculated as the largest amount that is more than 50% likely of being realized upon resolution of the contingency.

It is the Company's policy to include penalties and interest expense related to income taxes as a component of interest and other income (expense), net as necessary.

Foreign Currency Risk

The functional currency of the Company's foreign subsidiaries is the local currency for operating entities with employees and is the U.S. dollar for holding companies and pass-through entities. The assets and liabilities of its non-U.S. dollar functional currency subsidiaries are translated into U.S. dollars using exchange rates in effect at the end of each period. Revenue and expenses for its foreign subsidiaries are translated using rates that approximate those in effect during the period. Foreign currency translation adjustments are not material.

Transactions on the Company's marketplace occur in various foreign currencies that are processed by its PSPs. These transactions are collected on a regular basis and are converted to U.S. dollars or euros within the short period of time between the recognition of revenue and cash collection on a regular basis, which limits the Company's exposure to foreign currency risk.

Amounts payable to merchants are denominated in USD or in merchants' local currencies, which increases the Company's exposure to foreign currency risk. 47% and 89% of the merchants payable

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amount was denominated in Chinese yuan as of December 31, 2019 and September 30, 2020, respectively.

Transaction gains and losses, including intercompany transactions denominated in a currency other than the functional currency of the entity involved are included in interest and other income (expense), net on the consolidated statements of operations and comprehensive loss. For the years ended December 31, 2018 and 2019 and the nine months ended September 30, 2019 and 2020, the Company recognized net losses resulting from foreign exchange transactions of $7 million, $9 million, $5 million and $19 million, respectively, and recorded immaterial cumulative translation gains and losses for all periods.

Comprehensive Loss

Comprehensive loss is comprised of two components: net loss and other comprehensive income (loss). Other comprehensive income (loss) consists of foreign currency translation and unrealized gain or loss on marketable securities. Both are immaterial individually and in the aggregate for all periods presented.

Net Loss Per Share Attributable to Common Stockholders

The Company follows the two-class method when computing net loss per share as the Company has issued shares that meet the definition of participating securities. All series of redeemable convertible preferred stock are participating securities. The two-class method determines net loss per share for each class of common stock and participating securities according to dividends declared or accumulated and participation rights in undistributed earnings. The Company did not allocate net loss to redeemable convertible preferred stock because the holders of such shares are not contractually obligated to share in losses.

Basic net loss per share attributable to common stockholders is computed by dividing the net loss attributable to common stockholders by the weighted-average number of common stock outstanding for the period.

Diluted net loss per share attributable to common stockholders is computed by dividing the net loss attributable to common stockholders by the weighted-average number of common stocks, including potential dilutive common stocks assuming the dilutive effect of outstanding common stock options, RSUs, redeemable convertible preferred stock and warrants to purchase common stock and redeemable convertible preferred stock.

For periods in which the Company has reported net losses, diluted net loss per share attributable to common stockholders is the same as basic net loss per share attributable to common stockholders, as inclusion of all potential common stocks outstanding would have an antidilutive effect.

Accounting Pronouncements Recently Adopted

In May 2014, the FASB issued Topic 606 which amended the existing accounting standards for revenue recognition. Topic 606 establishes principles for recognizing revenue upon the transfer of promised goods or services to customers in an amount that reflects the expected consideration to be

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received in exchange for those goods or services. In March 2016, the FASB issued ASU No. 2016-08, *Revenue from Contracts with Customers (Topic 606): Principal versus Agent Considerations (Reporting Revenue Gross versus Net)* ("ASU 2016-08"), which clarifies the implementation guidance on principal versus agent considerations. The guidance includes indicators to assist an entity in determining whether it controls a specified good or service before it is transferred to the customer. The new standards further require new disclosures about contracts with customers, including the significant judgments the company has made when applying the guidance. The Company adopted the new guidance as of January 1, 2018, utilizing the modified retrospective method of transition. Upon the adoption of Topic 606, the Company recorded the costs of free products provided to users and the costs of certain refunds as a reduction of revenue in the consolidated statements of operations and comprehensive loss. These costs were previously recorded in cost of revenue under Topic 605. There was no adjustment to accumulated deficit on January 1, 2018.

In February 2016, the FASB issued Topic 842, which generally requires lessees to recognize operating and finance lease liabilities and corresponding right-of-use assets on the balance sheet and to provide enhanced disclosures surrounding the amount, timing and uncertainty of cash flows arising from leasing arrangements. The Company adopted the new guidance as of January 1, 2019, using the modified retrospective transition approach by applying the new standard to all leases existing at the date of initial application and not restating comparative periods. Results and disclosure requirements for reporting periods beginning after January 1, 2019 are presented under Topic 842, while prior period amounts have not been adjusted and continue to be reported in accordance with the Company's historical accounting under Topic 840.

The Company elected the package of practical expedients permitted under the transition guidance, which allowed for the carry-forward of the Company's historical lease classification and assessment on whether a contract is or contains a lease. The Company also elected to combine lease and non-lease components and to keep leases with an initial term of 12 months or less off the balance sheet and recognize the associated lease payments in the consolidated statements of operations and comprehensive loss on a straight-line basis over the lease term.

Upon adoption, the Company recognized right-of-use assets of approximately $49 million and lease liabilities for operating leases of approximately $59 million for operating leases on the Company's consolidated balance sheet, with no impact to its consolidated statements of operations and comprehensive loss. The Company did not have finance leases.

In January 2016, the FASB issued ASU No. 2016-01, *Financial Instruments – Overall (Subtopic 825-10): Recognition and Measurement of Financial Assets and Financial Liabilities* ("ASU 2016-01"). The amendments in ASU 2016-01 supersede the guidance to classify equity securities with readily determinable fair values into different categories and require equity securities to be measured at fair value with changes in the fair value recognized through net income. The amendments allow equity investments that do not have readily determinable fair values to be remeasured at fair value either upon the occurrence of an observable price change or upon identification of an impairment. The Company adopted ASU 2016-01 as of January 1, 2018. The adoption did not have a material impact on the Company's consolidated financial statements.

In June 2016, the FASB issued ASU No. 2016-13, *Financial Instruments – Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments* ("ASC 326"), which replaces the existing

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incurred loss impairment model with an expected credit loss model and requires a financial asset measured at amortized cost to be presented at the net amount expected to be collected. The Company adopted ASC 326 on January 1, 2020, on a modified retrospective basis. The Company accounts for credit losses on its available-for-sale debt securities in accordance with ASC 326. Marketable securities, specifically corporate bonds and commercial paper, are accounted for as available-for-sale debt securities and are considered impaired when in an unrealized loss position where the fair value is less than the amortized cost basis. The Company evaluates impaired marketable securities individually at each reporting period using a qualitative approach to determine whether the impairment has resulted from a credit loss or other factors. If the Company determines that it will be more-likely-than-not required to sell an impaired marketable security before recovery of its amortized cost basis, or if the Company has the intention to sell an impaired marketable security as of the reporting date, the amortized cost will be written down to its fair value. If neither of these conditions are met and qualitative factors indicate that a credit loss may exist, the Company compares the present value of cash flows expected to be collected from the impaired marketable security with its amortized cost basis. An impairment related to credit losses is recorded through an allowance for credit loss that is limited to the excess of the amortized cost basis over the fair value of the marketable security. An allowance for credit losses is recorded through other income (expense), net on the consolidated statements of operations and comprehensive loss. Changes in the fair value of impaired marketable securities not related to credit losses are recorded in other comprehensive income (loss). As of September 30, 2020, the Company did not believe any of the impaired marketable securities in an unrealized loss position represented a credit loss impairment and no allowance for credit losses was recorded.

The Company accounts for credit losses on its funds receivable in accordance with ASC 326. Funds receivable is evaluated for credit losses at each reporting period to present the net amount expected to be collected on the receivables. Any estimated expected credit losses, net of expected recoveries of previously charged-off amounts, are recorded to an allowance for credit losses for funds receivable. The allowance for credit losses for funds receivable is adjusted by a credit loss expense reported in earnings and reduced by charge-offs of funds receivable deemed not collectible, net of recoveries. Due to the short-term nature of funds receivable, the Company does not have a history of losses. The Company evaluates whether there are expected credit losses on funds receivable using a loss-rate method that is indicative of its past collection history and adjusts, if necessary, its estimate of expected credit losses for current conditions and subsequent events, including cash receipts, related to facts that existed as of the balance sheet date. Reasonable and supportable forecasts are not applicable to the Company's estimate of credit losses due to the short-term nature of funds receivable. Funds receivable is evaluated collectively for impairment based on the PSP as credit risk for revenue transactions is concentrated in the PSPs' ability to remit the net payment due from users to the Company. As of September 30, 2020, no allowance for credit losses for funds receivable was recorded.

In June 2018, the FASB issued ASU No. 2018-07, *Compensation – Stock Compensation (Topic 718): Improvements to Nonemployee Share-Based Payment Accounting* ("ASU 2018-07"), which simplifies the accounting for share-based payments to nonemployees by aligning it with the accounting for share-based payments to employees, with certain exceptions. The Company elected to early adopt ASU 2018-07 on January 1, 2019. The adoption had no impact on the Company's consolidated financial statements.

In August 2018, the FASB issued ASU No. 2018-13, *Fair Value Measurement (Topic 820): Disclosure Framework – Changes to the Disclosure Requirements for Fair Value Measurement* ("ASU

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2018-13"). The amendments on changes in unrealized gains and losses, the range and weighted average of significant unobservable inputs used to develop Level 3 fair value measurements, and the narrative description of measurement uncertainty are to be applied prospectively for only the most recent interim or annual period presented in the initial fiscal year of adoption. All other amendments are to be applied retrospectively to all periods presented upon their effective date. The Company adopted the new guidance as of January 1, 2020. The adoption did not have a material impact on the Company's financial position or results of operations. The adoption resulted in the incremental disclosures within Note 3 – Financial Instruments and Fair Value Measurements.

In August 2018, the FASB issued ASU No. 2018-15, *Intangibles – Goodwill and Other – Internal-Use Software* – (Subtopic 350-40)*: Customer's Accounting for Implementation Costs Incurred in a Cloud Computing Arrangement That Is a Service Contract* ("ASU 2018-15"), which clarifies the accounting for implementation costs in a cloud computing arrangement. ASU 2018-15 aligns the requirements for capitalizing implementation costs incurred in a hosting arrangement that is a service contract with the requirements for capitalizing implementation costs incurred to develop or obtain internal-use software. The Company adopted the new guidance as of January 1, 2020. Any capitalizable software implementation costs incurred during the nine months ended September 30, 2020 were immaterial for capitalization, therefore the adoption did not have a material impact on the Company's consolidated financial statements.

In December 2019, the FASB issued ASU No. 2019-12, *Income Taxes (Topic 740): Simplifying the Accounting for Income Taxes* ("ASU 2019-12"), which simplifies the accounting for income taxes. The standard is effective for annual periods, and interim periods within those years, beginning after December 15, 2020 for public companies. Early adoption is permitted. The Company elected to early adopt ASU 2019-12 on January 1, 2020. The adoption did not have a material impact on the Company's consolidated financial statements.

The Company has reviewed other recent accounting pronouncements and concluded they are either not applicable to the business or no material impact is expected on the consolidated financial statements as a result of future adoption.

3. FINANCIAL INSTRUMENTS AND FAIR VALUE MEASUREMENT

The Company's financial instruments consist of cash equivalents, marketable securities, funds receivable, derivative instruments, accounts payable, accrued liabilities, merchants payable and redeemable convertible preferred stock warrant liability. Cash equivalents' carrying value approximates fair value at the balance sheet dates, due to the short period of time to maturity. Marketable securities and derivative instruments are recorded at fair value. Funds receivable, accounts payable, accrued liabilities and merchants payable carrying values approximate fair value due to the short time to the expected receipt or payment date. The redeemable convertible preferred stock warrant liability is carried at fair value.

Assets and liabilities recorded at fair value on a recurring basis in the consolidated balance sheets consisting of cash equivalents, marketable securities, derivative instruments and the redeemable convertible preferred stock warrant liability are categorized based upon the level of judgment associated with the inputs used to measure their fair values. Fair value is defined as the price that would be received from selling an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date.

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Financial assets and liabilities subject to fair value measurements on a recurring basis and the level of inputs used in such measurements are as follows (in millions):

	December 31, 2018			
	Total	Level 1	Level 2	Level 3
Financial assets:				
Cash equivalents:				
Money market funds	$ 133	$ 133	$ –	$ –
Total cash equivalents	$ 133	$ 133	$ –	$ –
Marketable securities:				
U.S. Treasury notes	$ 60	$ –	$ 60	$ –
U.S. Treasury bills	35	–	35	–
Commercial paper	69	–	69	–
Corporate bonds	138	–	138	–
Total marketable securities	$ 302	$ –	$ 302	$ –
Total financial assets	$ 435	$ 133	$ 302	$ –
Financial liabilities:				
Redeemable convertible preferred stock warrant liability	$ 124	$ –	$ –	$ 124
Total financial liabilities	$ 124	$ –	$ –	$ 124

	December 31, 2019			
	Total	Level 1	Level 2	Level 3
Financial assets:				
Cash equivalents:				
Money market funds	$ 2	$ 2	$ –	$ –
U.S. Treasury bills	16	–	16	–
Commercial paper	6	–	6	–
Total cash equivalents	$ 24	$ 2	$ 22	$ –
Marketable securities:				
U.S. Treasury bills	$140	$ –	$ 140	$ –
Commercial paper	65	–	65	–
Corporate bonds	129	–	129	–
Total marketable securities	$334	$ –	$ 334	$ –
Total financial assets	$358	$ 2	$ 356	$ –
Financial liabilities:				
Redeemable convertible preferred stock warrant liability	$127	$ –	$ –	$ 127
Total financial liabilities	$127	$ –	$ –	$ 127

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	September 30, 2020			
	Total	Level 1	Level 2	Level 3
	(unaudited)			
Financial assets:				
Cash equivalents:				
Money market funds	$ 59	$ 59	$ –	$ –
Total cash equivalents	$ 59	$ 59	$ –	$ –
Marketable securities:				
U.S. Treasury bills	$ 88	$ –	$ 88	$ –
Commercial paper	51	–	51	–
Corporate bonds	118	–	118	–
Total marketable securities	$ 257	$ –	$ 257	$ –
Total financial assets	$ 316	$ 59	$ 257	$ –
Financial liabilities:				
Redeemable convertible preferred stock warrant liability	$ 182	$ –	$ –	$ 182
Total financial liabilities	$ 182	$ –	$ –	$ 182

The Company classifies cash equivalents and marketable securities within Level 1 or Level 2 because the Company uses quoted market prices or alternative pricing sources and models utilizing market observable inputs to determine their fair value. The derivative asset and liability for the Company's foreign exchange forward contracts were deemed immaterial as of September 30, 2020.

The following table summarizes the contractual maturities of the Company's marketable securities (in millions):

	December 31,				September 30,	
	2018		2019		2020	
	Amortized Cost	Estimated Fair Value	Amortized Cost	Estimated Fair Value	Amortized Cost	Estimated Fair Value
					(unaudited)	
Due within one year	$ 262	$ 262	$ 300	$ 300	$ 250	$ 250
Due after one year through five years	40	40	34	34	7	7
Total marketable securities	$ 302	$ 302	$ 334	$ 334	$ 257	$ 257

All of the Company's available-for-sale marketable securities are subject to a periodic evaluation for a credit loss allowance and impairment review. The Company did not identify any of its available-for-sale marketable securities requiring an allowance for credit loss or as other-than-temporarily impaired in any of the periods presented. Additionally, the unrealized net gain and net loss on available-for-sale marketable securities as of December 31, 2018 and 2019 and September 30, 2020 were immaterial.

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The following table sets forth a summary of the changes in the estimated fair value of the Company's Level 3 financial liabilities, consisting solely of redeemable convertible preferred stock warrant liability (see Note 7), which is measured at fair value on a recurring basis (in millions):

	December 31,		September 30,
	2018	2019	2020 (unaudited)
Balance at beginning of period	$ 124	$ 124	$ 127
Remeasurement of redeemable convertible preferred stock warrant liability	–	3	55
Balance at end of period	$ 124	$ 127	$ 182

The primary significant unobservable inputs used in the fair value measurement of the redeemable convertible preferred stock warrant liability is the fair value of the underlying Series B redeemable convertible preferred stock at the valuation date, which was $125.50, $128.50 and $184.70 per share as of December 31, 2018 and 2019 and September 30, 2020, respectively. Generally, increases (decreases) in the fair value of the underlying Series B redeemable convertible preferred stock would result in a directionally similar impact to the fair value measurement.

4. BALANCE SHEET COMPONENTS

Property and Equipment, Net

Property and equipment, net consisted of the following (in millions):

	December 31,		September 30,
	2018	2019	2020 (unaudited)
Computers, software, servers and network equipment	$ 23	$ 25	$ 23
Furniture and fixtures	2	3	3
Leasehold improvements	22	28	28
Total property and equipment	47	56	54
Accumulated depreciation and amortization	(14)	(22)	(27)
Total property and equipment, net	$ 33	$ 34	$ 27

Depreciation and amortization expense related to property and equipment for the years ended December 31, 2017, 2018, 2019 was $4 million, $8 million and $10 million, respectively, and for the nine months ended September 30, 2019 and 2020 was $7 million and $9 million, respectively.

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Accrued Liabilities

Accrued liabilities consist of the following (in millions):

	December 31, 2018	December 31, 2019	September 30, 2020 (unaudited)
Vendor services	$ 56	$ 68	$ 83
Deferred revenue	–	24	32
Wish Cash liability	12	38	62
Other	57	82	135
Total accrued liabilities	$ 125	$ 212	$ 312

5. OPERATING LEASES

The Company leases its facilities and data center co-locations under operating leases with various expiration dates through 2025.

The components of the Company's lease costs were as follows (in millions):

	Year Ended December 31, 2019	Nine Months Ended September 30, 2020 (unaudited)
Operating lease costs	$ 12	$ 9
Short-term lease costs	1	1
Variable costs	1	1
Total	$ 14	$ 11

Rent expense under Topic 840 was $10 million for the year ended December 31, 2018. As of December 31, 2019 and September 30, 2020, the Company's consolidated balance sheet included right-of-use assets in the amount of $41 million and $40 million, respectively, and lease liabilities in the amount of $8 million and $11 million in accrued liabilities, respectively, and $42 million and $38 million in lease liabilities, non-current, respectively.

As of December 31, 2019 and September 30, 2020, the weighted-average remaining lease term was 5 years and 4 years, respectively, and the weighted-average discount rate used to determine the net present value of the lease liabilities was 6%.

Supplemental cash flow information for the Company's operating leases were as follows (in millions):

	Year Ended December 31, 2019	Nine Months Ended September 30, 2020 (unaudited)
Cash paid for amounts included in the measurement of lease liabilities:		
Operating cash flows from operating leases	$ 13	$ 10
Right-of-use assets obtained in exchange for new lease liabilities	$ 1	$ 6

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The maturities of the Company's operating lease liabilities are as follows (in millions):

Year ending December 31,	December 31, 2019
2020	$ 11
2021	11
2022	11
2023	10
2024	10
Thereafter	5
Total lease payments	58
Less: imputed interest	(8)
Present value of lease liabilities	$ 50

Year ending December 31,	September 30, 2020 (unaudited)
Remainder of 2020	$ 3
2021	14
2022	13
2023	11
2024	10
Thereafter	5
Total lease payments	56
Less: imputed interest	(7)
Present value of lease liabilities	$ 49

The aggregate future minimum lease obligations under Topic 840 for all operating lease agreements with a minimum term of one year are as follows (in millions):

Year ending December 31,	December 31, 2018
2019	$ 13
2020	12
2021	11
2022	11
2023	10
Thereafter	15
Total	$ 72

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6. COMMITMENTS AND CONTINGENCIES

Letter of Credit

The Company has a standby letter of credit with a bank in the amount of $10 million in conjunction with the second amendment to the lease of the Company's corporate headquarters in San Francisco, California. As of December 31, 2019 and September 30, 2020, no amounts had been drawn down and the Company was in compliance with the covenants under this letter of credit.

Purchase Obligations

During 2019, the Company amended a marketing arrangement which increased the total commitment under the agreement and extended the arrangement to July 31, 2021. As of December 31, 2019, the remaining commitment under the amended agreement was $18 million and payable over 2 years, with $13 million payable in 2020 and the remaining thereafter. During the nine months ended September 30, 2020, the Company satisfied $4 million of its commitment.

Effective September 1, 2019, the Company entered into an amendment to a colocation and cloud services arrangement committing the Company to make payments of $120 million for services over 3 years. As of December 31, 2019, the remaining commitment under this amended agreement is $99 million, with $39 million, $40 million and $20 million payable in 2020, 2021 and 2022, respectively. During the nine months ended September 30, 2020, the Company satisfied $19 million of its commitment.

In August 2018, the Company entered into a separate agreement with a different vendor for colocation and cloud services committing the Company to make payments of $28 million for services over 3 years. As of December 31, 2019, the remaining commitment under this agreement is $12 million, all of which payable in 2020. During the nine months ended September 30, 2020, the Company satisfied no commitment under this obligation.

Legal Contingencies

As of December 31, 2019 and September 30, 2020, there were no legal contingency matters, either individually or in aggregate, that would have a material adverse effect on the financial position, results of operations, or cash flows of the Company. Given the unpredictable nature of legal proceedings, the Company bases its estimate on the information available at the time of the assessment. As additional information becomes available, the Company reassesses the potential liability and may revise the estimate.

7. REDEEMABLE CONVERTIBLE PREFERRED STOCK WARRANT

In August 2016, the Company issued a warrant to purchase 986,640 shares of the Company's Series B redeemable convertible preferred stock ("Series B warrant") at an exercise price of $0.0001 per share. The Company accounted for the Series B warrant as a liability upon issuance. The Series B warrant expires on the day preceding a liquidity event, which is defined as an IPO or change of control event. The fair value of Series B warrant liability as of December 31, 2018 and 2019 and September 30, 2020 was $124 million, $127 million and $182 million respectively. The Series B warrant remained outstanding as of September 30, 2020.

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8. REDEEMABLE CONVERTIBLE PREFERRED STOCK

In March 2019, the Company's Board of Directors ("Board of Directors") approved an amendment and restatement to the Company's Certificate of Incorporation, as amended and restated, which increased the total authorized shares of redeemable convertible preferred stock to 44,346,293 shares, decreased the authorized shares of Series C redeemable convertible preferred stock ("Series C") to 7,108,490, decreased the authorized shares of Series G redeemable convertible preferred stock ("Series G") to 1,687,319, and authorized 2,064,009 shares for a new series of convertible preferred stock to be designated as Series H redeemable convertible preferred stock ("Series H").

In March 2019, the Company raised gross proceeds of approximately $160 million from the sale of 943,548 shares of Series H at $169.5729 per share. Furthermore, the Company granted the lead investor the right to purchase up to an additional 884,575 shares of Series H for $169.5729 per share. The right is considered an embedded feature of the Series H shares sold to this lead investor and, therefore, does not have a standalone value. The right expired unexercised on March 31, 2020.

Redeemable convertible preferred stock consists of the following (in millions, except share amounts):

	December 31, 2018			December 31, 2019 and September 30, 2020 (unaudited)		
	Shares Authorized	Shares Issued and Outstanding	Liquidation Preference	Shares Authorized	Shares Issued and Outstanding	Liquidation Preference
Series A	6,437,367	6,437,367	$ 23	6,437,367	6,367,367	$ 22
Series B	6,883,083	5,896,443	23	6,883,083	5,896,443	23
Series C	7,966,091	7,108,490	45	7,108,490	7,108,490	45
Series D	5,519,533	5,519,533	138	5,519,533	5,519,533	138
Series E	8,324,560	8,324,560	514	8,324,560	8,324,560	514
Series F	6,321,932	6,321,932	410	6,321,932	6,321,932	410
Series G	1,900,000	1,687,319	227	1,687,319	1,687,319	227
Series H	–	–	–	2,064,009	943,548	240
Total redeemable convertible preferred stock	43,352,566	41,295,644	$ 1,380	44,346,293	42,169,192	$ 1,619

Series A — In June 2019, the Company entered into an agreement with one of its stockholders to repurchase 70,000 shares of the Company's Series A redeemable convertible preferred stock ("Series A") for a total of $7 million in cash. The amount paid in excess of the carrying value of Series A is considered a deemed dividend and is reflected as such in the calculation of net loss attributable to common stockholders. The repurchased shares were constructively retired and have been removed from both the issued and outstanding number of shares on the 2019 consolidated balance sheet and consolidated statement of stockholders' deficit.

Series C — In August 2017, the Company entered into agreements with two stockholders to repurchase a combined 857,601 shares of the Company's Series C for a total of $46 million in cash. The amount paid in excess of the carrying value of Series C is considered a deemed dividend and is reflected as such in the calculation of net loss attributable to common stockholders. The repurchased shares were constructively retired and have been removed from both the issued and outstanding number of shares in the consolidated statement of stockholders' deficit as of December 31, 2017.

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The holders of redeemable convertible preferred stock have various significant rights and preferences as follows:

Dividend Provisions — Holders of Series A, Series B redeemable convertible preferred stock ("Series B"), Series C, Series D redeemable convertible preferred stock ("Series D"), Series E redeemable convertible preferred stock ("Series E"), Series F redeemable convertible preferred stock ("Series F"), Series G, and Series H are entitled to receive noncumulative dividends, prior and in preference to any declaration of dividends on common stock, at the per annum rate of $0.280464, $0.316, $0.502128, $2.000168, $4.9396, $5.190688, $10.76264 and $13.565832 per share, respectively, when and if declared by the Board of Directors, except for dividends on common stock payable solely in common stock. The holders of redeemable convertible preferred stock are also entitled to participate in dividends on common stock, when and if declared by the Board of Directors, based on the number of shares of common stock that would be held on an as-if converted basis, except for dividends on common stock payable solely in common stock. No dividends on redeemable convertible preferred stock or common stock have been declared by the Board of Directors from inception through September 30, 2020.

Liquidation Preference — In the event of any liquidation, dissolution, or winding-up of the Company, including a merger, acquisition of the Company, or sale of assets, the stockholders of redeemable convertible preferred stock are entitled to receive, on a pari passu basis, their liquidation preference prior to any distributions to common stockholders, plus any declared but unpaid dividends. Upon the completion of the distribution to the stockholders of the redeemable convertible preferred stock, the remaining assets of the corporation available for distribution to stockholders will be distributed among the holders of common stock pro rata based on the number of shares of common stock held by each such holder.

Series A, Series B, Series C, Series D, Series E, Series F and Series G each have a liquidation preference of $3.5058, $3.95, $6.2766, $25.0021, $61.7450, $64.8836 and $134.533 per share, respectively. The liquidation preference of Series H is contingent on the date of the liquidation event. If the liquidation event occurs within three calendar years from the date of issuance of Series H, the holders of Series H will be entitled to receive $254.3594 per share; if the event occurs during the fourth calendar year from the date of issuance of Series H, the holders of Series H will be entitled to receive $296.7526 per share; and, if the event occurs after four calendar years from the date of issuance of Series H, the holders of Series H will be entitled to receive $339.1458 per share.

If the liquidity event consists of an IPO and occurs within three calendar years from the date of issuance of Series H, then, if the value of the common stock issued upon conversion of Series H is less than 150% of the aggregate consideration paid for the Series H pursuant to the Series H purchase agreement, the holders of Series H receive an additional number of shares of common stock such that the value of the common stock issued upon conversion of Series H in the IPO (at the IPO price) plus the value of the additional shares of common stock shall equal 150% of the aggregate consideration paid for the Series H pursuant to the Series H purchase agreement. If the liquidity event consists of an IPO and occurs during the fourth calendar year from the date of issuance of Series H, then, if the value of the common stock issued upon conversion of Series H is less than 175% of the aggregate consideration paid for the Series H pursuant to the Series H purchase agreement, the holders of Series H receive an additional number of shares of common stock such that the value of the common stock issued upon conversion of Series H in the IPO (at the IPO price) plus the value of the additional shares

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of common stock shall equal 175% of the aggregate consideration paid for Series H pursuant to the Series H purchase agreement. If the liquidity event consists of an IPO and occurs after the fourth calendar year from the date of issuance of Series H, then, if the value of the common stock issued upon conversion of Series H is less than 200% of aggregate consideration paid for the Series H pursuant to the Series H purchase agreement, the holders of Series H receive an additional number of shares of common stock such that the value of the common stock issued upon conversion of Series H in the IPO (at the IPO price) plus the value of the additional shares of common stock shall equal 200% of the aggregate consideration paid for the Series H pursuant to the Series H purchase agreement.

Redemption — The holders of the redeemable convertible preferred stock have no voluntary rights to redeem the shares. The sale, transfer or other disposition of substantially all of the Company's assets would constitute a redemption event as would other deemed liquidation events such as a change in control, whether by merger, consolidation or otherwise. If such a deemed liquidation event occurs, all of the holders of equally and more subordinated equity instruments are not explicitly entitled to receive the same form of consideration. Although the redeemable convertible preferred stock is not mandatorily or currently redeemable, any of these events would constitute a redemption event that is outside of the control of the Company.

The Company classifies its redeemable convertible preferred stock as temporary equity because it may become redeemable due to certain change in control events that are outside the Company's control, including a merger, acquisition, or sale of assets of the Company. The Company has not adjusted the carrying value of the redeemable convertible preferred stock to its redemption value because redemption was not probable as of the balance sheet dates presented. The Company will adjust the carrying value of the redeemable convertible preferred stock to its redemption value if redemption becomes probable in the future.

Conversion Rights — Each share of redeemable convertible preferred stock is convertible, after notice to the Company one business day after the applicable Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended ("HSR"), waiting period has expired or been terminated; provided, however, that no notice needs to be sent if the redeemable convertible preferred stockholder has verified that the conversion is not subject to HSR. As of December 31, 2019, each share of redeemable convertible preferred stock would convert into common stock on a one-for-one basis. Each share of redeemable convertible preferred stock automatically converts into the number of shares of common stock into which such shares are convertible at the then-effective conversion ratio upon the closing of a firm commitment underwritten public offering in which the pre-money valuation is at least $8.75 billion and the gross cash proceeds are no less than $500 million (a "Qualified Public Offering"). Prior to a Qualified Public Offering, each share of Series A, Series B, Series C and Series D automatically converts into common stock at the then-effective conversion ratio upon vote or written consent or agreement of the holders of a majority of the Series A, Series B, Series C and Series D, voting together as a single class and on an as-converted basis; each share of Series E automatically converts into shares of common stock at the then-effective conversion ratio upon vote or written consent or agreement of the holders of a majority of Series E, voting as a separate series and on an as-converted basis; each share of Series F automatically converts into shares of common stock at then effective conversion ratio upon vote or written consent or agreement of the holders of a majority of the Series F, voting as a separate series and on an as-converted basis, which such vote must include one or more particular redeemable convertible preferred stockholders; each share of Series G automatically converts into shares of common stock at the then-effective conversion ratio upon vote or

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written consent or agreement of the holders of a majority of Series G, voting as a separate series, which such vote must include one or more particular redeemable convertible preferred stockholders; and, each share of Series H automatically converts into shares of common stock at the then-effective conversion ratio upon vote or written consent or agreement of the holders of a majority of Series H, voting as a separate series and on an as-converted basis.

Antidilution Provisions — The conversion price of the redeemable convertible preferred stock is subject to adjustment to mitigate dilution in the event that the Company issues additional shares at a purchase price less than the applicable conversion price.

Voting Rights — The holder of each share of redeemable convertible preferred stock has voting rights equal to the number of shares of common stock into which it is convertible and votes together as one class with the common stock; provided, however, that the holders of shares of Series D, Series E, Series F, Series G, and Series H stock do not vote in any elections of directors. Each share of common stock is entitled to one vote.

As long as at least 1 million shares (as adjusted for any stock splits, stock dividends, combinations, subdivision or recapitalizations) of each class of Series A and Series B, respectively, and as long as any shares of Series C, remain outstanding, the holders of each such class of Series A, Series B and Series C shall be entitled to elect (voting as separate classes) one director of the Company for each respective class of redeemable convertible preferred stock. The holders of outstanding common stock (voting as a separate class) shall be entitled to elect two directors of the Company. The holders of outstanding common stock together with the holders of Series A, Series B and Series C (voting together as a single class using an as-converted basis for the redeemable convertible preferred stock) shall be entitled to elect one additional director.

Protective Provisions — So long as at least 10,839,913 shares of all redeemable convertible preferred stock remain outstanding (as adjusted for any stock splits, stock dividends, combinations, subdivision or recapitalizations), the Company must obtain approval from a majority of the then outstanding shares of redeemable convertible preferred stock in order to (i) consummate a liquidation event or effect any other merger or consolidation; (ii) amend, alter, repeal, or waive any provision of the Company's amended and restated certificate of incorporation or bylaws; (iii) authorize or issue any equity security having a preference over, or being on a parity with, any series of outstanding redeemable convertible preferred stock with respect to dividends, liquidation or redemption (other than authorized but unissued shares of Series H); (iv) redeem, purchase or otherwise acquire any shares of redeemable convertible preferred stock or common stock, subject to certain exceptions; (v) change the authorized number of members of the Board of Directors; (vi) pay or declare any dividend on any shares of common stock or redeemable convertible preferred stock, subject to certain exceptions; (vii) effect an IPO of common stock or (viii) create, or hold capital stock in, any subsidiary that is not wholly owned by the Company, unless approved by the Board of Directors.

So long as any shares of Series E are outstanding, the Company must obtain approval from a majority of the then outstanding shares of Series E in order to (i) amend, alter, repeal, waive or change the powers, preferences or rights of the Series E, or (ii) increase or decrease (other than by redemption or conversion) the number of authorized shares of Series E.

So long as any shares of Series F are outstanding, the Company must obtain approval from a majority of the then outstanding shares of Series F, which such vote must include one or more

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particular redeemable convertible preferred stockholders, in order to (i) amend, alter, repeal, waive or change the powers, preferences or rights of the Series F, (ii) increase or decrease (other than by redemption or conversion) the number of authorized shares of Series F, or (iii) reclassify, alter or amend the Series G, if such reclassification, alteration or amendment would render Series G senior to Series F in respect of any dividend, liquidation or redemption right, preference or privilege or reclassify, alter or amend any of the Series A, Series B, Series C, Series D, Series E, Series F or Series G (the "prior preferred series"), if such reclassification, alteration or amendment would render any of the prior redeemable convertible preferred series senior to or pari passu with Series F in respect of any dividend, liquidation or redemption right, preference or privilege.

So long as any shares of Series G are outstanding, the Company must obtain approval from a majority of the then outstanding shares of Series G, which such vote must include one or more particular redeemable convertible preferred stockholders, in order to (i) amend, alter, repeal, waive or change the powers, preferences or rights of the Series G, (ii) increase or decrease (other than by redemption or conversion) the number of authorized shares of Series G, or (iii) reclassify, alter or amend Series F, if such reclassification, alteration or amendment would render Series F senior to Series G in respect of any dividend, liquidation or redemption right, preference or privilege or reclassify, alter or amend any of the prior preferred series, if such reclassification, alteration or amendment would render any of the prior preferred series senior to or pari passu with Series G in respect of any dividend, liquidation or redemption right, preference or privilege.

So long as any shares of Series H are outstanding, the Company must obtain approval from a majority of the then outstanding shares of Series H in order to (i) amend, alter, repeal, waive or change the powers, preferences or rights of the Series H, (ii) increase or decrease (other than by redemption or conversion) the number of authorized shares of Series H, or (iii) issue additional shares of Series H, unless such issuance is effected pursuant to the Series H purchase agreement.

9. COMMON STOCK AND STOCK-BASED COMPENSATION

The Company's Certificate of Incorporation, as amended and restated, authorizes the Company to issue up to 73,000,000 shares of common stock with par value of $0.0001 per share. Each share of common stock is entitled to one vote. The holders of common stock are also entitled to receive dividends whenever funds are legally available and when declared by the Board of Directors, subject to the priority rights of holders of all classes of redeemable convertible preferred stock outstanding.

In 2014, the Company issued a warrant to purchase 55,000 shares of common stock at an exercise price of $1.49 per share. The common stock warrant expires in May 2024. The fair value of this warrant was recorded in additional paid in capital upon issuance. The warrant remained outstanding as of December 31, 2018 and 2019 and September 30, 2020.

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The Company had reserved shares of common stock for future issuance as follows:

	December 31, 2019	September 30, 2020 (unaudited)
Redeemable convertible preferred stock, all series	42,169,192	42,169,192
Series B warrant	986,640	986,640
Warrant to purchase common stock	55,000	55,000
Common stock options outstanding	8,032,296	7,494,365
Restricted stock units outstanding	4,383,735	5,023,516
Shares available for future grant of equity awards	443,634	195,353
Total	56,070,497	55,924,066

Related Party Transaction

In June 2019, the Company repurchased 142,974 shares of common stock from its Chief Executive Officer at $121.70 per share. The incremental value between the repurchase price and the fair value of the common stock at the time of the transaction resulted in stock-based compensation expense of $2 million for the year ended December 31, 2019.

Equity Incentive Plan

In 2010, the Board of Directors approved the adoption of the 2010 Stock Plan (the “Plan”). As of December 31, 2019 and September 30, 2020, the total shares reserved for issuance under the Plan were 14,577,861 and 14,947,861, respectively. The Plan provides for the grant of incentive and nonstatutory stock options and RSUs to employees, directors and consultants of the Company. Options granted under the Plan to employees continue to vest until the last day of employment and generally will vest over four or five years and expire 10 years from the date of grant. Employees generally forfeit their rights to exercise vested options after three months following their termination of employment or 6 or 12 months in the event of termination of services by reason of disability or death, respectively. Stock options to consultants are generally granted for services performed and vest according to an award-specific schedule as approved by the Board of Directors. When options are exercised subject to a repurchase right, the Company may buy back any unvested shares at their original exercise price in the event of an employee’s termination prior to full vesting. As of December 31, 2019 and September 30, 2020, there were no shares subject to this repurchase right. Under the terms of the Plan, any shares that expire, are forfeited, or are otherwise reacquired by the Company shall be added back to the number of shares then available for issuance.

The exercise price of incentive stock options granted under the Plan must be at least equal to 100% of the fair market value of the Company’s common stock at the date of grant, as determined by the Board of Directors. The exercise price must not be less than 110% of the fair market value of the Company’s common stock at the date of grant for incentive stock options granted to an employee that owns greater than 10% of the Company stock. Through December 31, 2019 and September 30, 2020, no options have been granted to purchase stock at a price less than fair value as determined by the Board of Directors at the time of the grant.

The Company grants RSUs to employees, which generally expire 7 years from the date of grant and vest upon the achievement of both a service condition and a liquidity condition. The service

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condition for these awards is satisfied over four or five years. The liquidity condition is satisfied upon the occurrence of a qualifying event, defined as a change of control transaction or an IPO. Upon employee termination, RSUs that have satisfied the service condition remain outstanding until the earlier of a liquidity event, the expiration date, or the third anniversary of the service termination.

Stock Option and RSU Activity

A summary of stock option and RSU activity under the Plan and related information is as follows:

		Options Outstanding			RSUs Outstanding	
	Shares Available for Grant	Number of Options	Weighted-Average Exercise Price	Weighted-Average Remaining Contractual Term (In Years)	Number of RSUs	Weighted-Average Remaining Contractual Term (In Years)
Balances at December 31, 2018	638,570	8,112,859	$ 2.44	5.16	3,335,076	5.32
Authorized	836,344	–	–		–	
Granted	(1,184,570)	–	–		1,184,570	
Common stock issued for services	(23,334)	–	–		–	
Exercised	–	(75,563)	4.29		–	
Forfeited	140,911	(5,000)	0.01		(135,911)	
Repurchased common stock	35,713	–	–		–	
Balances at December 31, 2019	443,634	8,032,296	$ 2.42	4.16	4,383,735	4.83
Authorized (unaudited)	370,000	–	–		–	
Granted (unaudited)	(725,444)	–	–		725,444	
Exercised (unaudited)	–	(537,931)	3.61		–	
Forfeited or cancelled (unaudited)	85,663	–	–		(85,663)	
Repurchased common stock (unaudited)	21,500	–	–		–	
Balances at September 30, 2020 (unaudited)	195,353	7,494,365	$ 2.34	3.45	5,023,516	4.45

There were no options granted during the year ended December 31, 2017, 2018, 2019 or the nine months ended September 30, 2020. All options outstanding as of December 31, 2019 were fully

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vested. The aggregate intrinsic value of options exercised during the years ended December 31, 2017, 2018 and 2019 and the nine months ended September 30, 2020 was $12 million, $48 million, $8 million, and $71 million, respectively. The intrinsic value is the difference between the estimated fair value of the Company's common stock at the date of exercise and the exercise price for in-the-money options. The weighted-average grant date fair value of RSUs granted during the years ended December 31, 2017, 2018 and 2019 and the nine months ended September 30, 2020 was $82.84, $113.16, $115.53 and $154.95 per share, respectively. The aggregate intrinsic value of options and RSUs outstanding as of December 31, 2019 was $910 million and $507 million, respectively, and as of September 30, 2020 was $1.2 billion and $835 million, respectively.

Stock-Based Compensation Expense

As of December 31, 2019 and September 30, 2020, no stock-based compensation expense has been recognized for RSUs because a qualifying event, defined as a change of control transaction or an IPO, had not yet occurred. In the year in which a qualifying event is completed, the Company will record cumulative stock-based compensation expense using the accelerated attribution method for those RSUs for which the service condition has been satisfied prior to the occurrence of the qualifying event. If the qualifying event had occurred on December 31, 2019, the Company would have recorded cumulative stock-based compensation expense of approximately $283 million for the year ended December 31, 2019 and would recognize the remaining $120 million of unrecognized stock-based compensation expense over a weighted-average period of approximately 1.82 years.

If the qualifying event had occurred on September 30, 2020, the Company would have recorded cumulative stock-based compensation expense of approximately $355 million during the nine months ended September 30, 2020, and would recognize the remaining $153 million of unrecognized stock-based compensation expense over a weighted-average period of approximately 1.78 years.

The Company has recorded $9 million in stock-based compensation expense, for the sale of shares of common stock by an executive to a certain investor, for the nine months ended September 30, 2020. The amount reflects the excess of the sales price per share of common stock over the deemed fair value of the common stock. The expense has been recorded within general and administrative expenses in the consolidated statement of operations and comprehensive loss. The Company did not sell any shares or receive any proceeds from this transaction.

For the years ended December 31, 2017, 2018 and 2019, the Company recorded stock-based compensation expense of $8 million, $2 million and $2 million, respectively. For the nine months ended September 30, 2019 and 2020, the Company recorded stock-based compensation expense of $2 million and $9 million, respectively.

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10. INCOME TAXES

The components of loss before provision for income taxes are as follows (in millions):

	Year Ended December 31,		
	2017	2018	2019
Domestic	$204	$205	$130
Foreign	3	3	(2)
Loss before provision for income taxes	$207	$208	$128

There has historically been no federal or state provision for income taxes because the Company has historically incurred operating losses and maintains a full valuation allowance against its net deferred tax assets. For the year ended December 31, 2019, the Company recognized an immaterial provision related to foreign income taxes.

The table below details the activity of the deferred tax asset valuation allowance (in millions):

	Balance at Beginning of Period	Additions	Deductions	Balance at End of Period
Year ended December 31, 2017				
Deferred tax assets valuation allowance	$ 276	$ 2	$ (73)	$ 205
Year ended December 31, 2018				
Deferred tax assets valuation allowance	$ 205	$ 50	$ (1)	$ 254
Year ended December 31, 2019				
Deferred tax assets valuation allowance	$ 254	$ 29	$ (1)	$ 282

The difference between income taxes computed at the statutory federal income tax rate and the provision for income taxes is attributable to the following (in millions):

	Years Ended December 31,		
	2017	2018	2019
Federal tax (benefit) at statutory rate	$ (70)	$ (44)	$ (27)
Stock-based compensation	(1)	(5)	(1)
Foreign rate differential	1	1	–
Change in tax rate for the Tax Act	120	–	–
Non-deductible warrant valuation	24	–	1
Other	(1)	–	1
Change in valuation allowance	(73)	48	27
Total provision for income taxes	$ –	$ –	$ 1

The tax provision differs from the benefit that would result from applying statutory rates to losses before income taxes primarily due to the valuation allowance provided on the net deferred tax assets. Deferred income taxes reflect the net tax effects of (a) temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and (b) operating losses and tax credit carryforwards.

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Deferred tax assets and liabilities are as follows (in millions):

	December 31, 2018	December 31, 2019
Deferred tax assets:		
Net operating loss carryforwards	$ 239	$ 266
Lease liabilities	–	11
Reserves and accruals not currently deductible	9	8
Stock-based compensation	6	7
Total gross deferred tax assets	254	292
Less: valuation allowance	(254)	(282)
Total deferred tax assets, net of valuation allowance	–	10
Deferred tax liabilities:		
Property and equipment, including right-of-use assets	–	(9)
Total gross deferred tax liabilities	–	(9)
Net deferred tax (liabilities) assets	$ –	$ 1

Due to a history of losses, the Company believes it is not more likely than not that its net deferred tax assets will be realized as of December 31, 2018 or 2019. Accordingly, the Company has established a full valuation allowance on its domestic net deferred tax assets. The Company's valuation allowance increased by $27 million during the year ended December 31, 2019.

On December 22, 2017, the U.S. government enacted comprehensive tax legislation commonly referred to as the Tax Cuts and Jobs Act (the "Tax Act"). The Tax Act made broad and complex changes to the U.S. tax code, including, but not limited to, (1) reducing the U.S. federal corporate tax rate from 35 percent to 21 percent; (2) requiring companies to pay a one-time transition tax on certain unrepatriated earnings of foreign subsidiaries; (3) generally eliminating U.S. federal income taxes on dividends from foreign subsidiaries; (4) requiring a current inclusion of global intangible low-taxed income ("GILTI") in U.S. federal taxable income of certain earnings of controlled foreign corporations; (5) eliminating the corporate alternative minimum tax ("AMT") and changing how existing AMT credits can be realized; (6) creating the base erosion anti-abuse tax ("BEAT"), a new minimum tax; (7) creating a new limitation on deductible interest expense; and (8) changing rules related to uses and limitations of net operating loss carryforwards created in tax years beginning after December 31, 2017 changing classification of certain deferred tax assets as indefinite-lived.

The Securities and Exchange Commission ("SEC") staff issued Staff Accounting Bulletin No. 118, Income Tax Accounting Implications of the Tax Cuts and Jobs Act ("SAB 118"), which provides guidance on accounting for the tax effects of the Tax Act. SAB 118 provides a measurement period that should not extend beyond one year from the Tax Act enactment date for companies to complete the accounting under ASC 740, Income Taxes ("ASC 740"). During the fourth quarter of 2018, the Company completed its accounting for the Tax Act with no adjustments to the 2017 provisional amounts:

- Reduction of U.S. federal corporate tax rate to 21 percent: in 2017, the Company recorded a reduction in its gross deferred tax asset resulting from the revaluation, which was offset by a corresponding reduction in the amount of valuation allowance recorded.

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- One-time mandatory transition tax: in 2017, the Company recorded a provisional transition tax obligation of $0.

As of December 31, 2019, the Company had federal net operating loss carryforwards available to reduce future taxable income, if any, of $885 million that begin to expire in 2030 and continue to expire through 2037 and $324 million that have an unlimited carryover period. As of December 31, 2019, the Company had state net operating loss carryforwards available to reduce future taxable income, if any, of $1.4 billion that begin to expire in 2030 and continue to expire through 2039.

Utilization of net operating loss carryforwards may be subject to future annual limitations due to the ownership change limitations provided by Section 382 of the Internal Revenue Code and similar state provisions. The federal net operating loss carryforwards and the state net operating loss carryforwards both begin expiring in 2030.

The Company had immaterial unrecognized tax benefits as of December 31, 2019, fully offset by a valuation allowance. These unrecognized tax benefits, if recognized, would not affect the effective tax rate. There were no unrecognized tax benefits at December 31, 2018. No interest or penalties were incurred during the years ended December 31, 2017, 2018 or 2019.

The Company files income tax returns in the U.S. federal jurisdiction and various state and foreign jurisdictions. The Company is not currently under examination by income tax authorities in federal, state or other jurisdictions. All tax returns will remain open for examination by the federal and state authorities for three and four years, respectively, from the date of utilization of any net operating loss or credits. Certain tax years are subject to foreign income tax examinations by tax authorities until the statute of limitations expire.

For the Nine Months Ended September 30, 2019 and 2020

The Company's tax provision for interim periods is determined using an estimate of its annual effective tax rate, adjusted for discrete items, if any, that arise during the period. Each quarter, the Company assesses its estimate of the annual effective tax rate, and if the estimated annual effective tax rate changes, the Company makes a cumulative adjustment in the period of change.

The Company's quarterly tax provision, and estimates of its annual effective tax rate, is subject to variation due to several factors, including variability in pre-tax income (or loss), the mix of jurisdictions to which such income relates, tax law developments, as well as non-deductible expenses, such as share-based compensation and changes in its valuation allowance.

The provision for income taxes was not significant for the nine months ended September 30, 2019 and September 30, 2020. The effective tax rate was approximately zero percent for the nine months ended September 30, 2019 and 2020. The effective tax rate was lower than the U.S. federal statutory rate primarily because of the domestic valuation allowances. For all periods presented, the Company recognized an insignificant provision related to foreign income taxes.

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11. NET LOSS PER SHARE ATTRIBUTABLE TO COMMON STOCKHOLDERS

The following table sets forth the computation of basic and diluted net loss per share attributable to common stockholders (in millions, except share and per share data):

	Year Ended December 31,			Nine Months Ended September 30,	
	2017	2018	2019	2019	2020
				(unaudited)	
Numerator:					
Net loss	$ (207)	$ (208)	$ (129)	$ (5)	$ (176)
Less: deemed dividend to convertible preferred stockholders	(40)	–	(7)	(7)	–
Net loss attributable to common stockholders	$ (247)	$ (208)	$ (136)	$ (12)	$ (176)
Denominator:					
Weighted-average shares used in computing net loss per share attributable to common stockholders, basic and diluted	10,038,841	10,296,604	10,404,562	10,417,444	10,693,561
Net loss per share attributable to common stockholders, basic and diluted	$ (24.60)	$ (20.20)	$ (13.07)	$ (1.15)	$ (16.46)

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The following outstanding shares of potentially dilutive securities were excluded from the computation of diluted net loss per share because including them would have had an anti-dilutive effect:

	As of December 31,			As of September 30,	
	2017	2018	2019	2019	2020
				(unaudited)	
Redeemable convertible preferred stock, all series	41,295,644	41,295,644	42,169,192	42,169,192	42,169,192
Series B warrant.	986,640	986,640	986,640	986,640	986,640
Warrant to purchase common stock	55,000	55,000	55,000	55,000	55,000
Common stock options outstanding	8,542,607	8,112,859	8,032,296	8,036,896	7,494,365
Restricted stock units outstanding	2,465,125	3,335,076	4,383,735	4,257,895	5,023,516
Total	53,345,016	53,785,219	55,626,863	55,505,623	55,728,713

12. UNAUDITED PRO FORMA NET LOSS PER SHARE

Unaudited pro forma basic net loss per share is computed to give effect to the automatic conversion of all outstanding shares of the Company's redeemable convertible preferred stock into common stock using the if-converted method as though the conversion had occurred as of the beginning of the period or the original date of issuance, if later, and the exercise of Series B warrant, resulting in the issuance of common stock. The pro forma share amounts also give effect to the RSUs subject to both service-based and liquidity event-related performance vesting conditions for which the service-based vesting condition had been satisfied as of on a weighted-average basis. As it relates to RSUs for which the service-based vesting condition was satisfied as of , the pro forma shares outstanding for the year ended includes the weighted-average issuance of shares of common stock.

The net loss used in computing unaudited pro forma basic net loss per share gives effect to remove losses resulting from the remeasurement of the Series B warrant liability. The net loss used in computing unaudited pro forma basic net loss per share does not give effect to the stock-based compensation expense associated with these RSUs. If the IPO had been completed on , the Company would have recognized approximately of stock-based compensation related to these RSUs on the effective date. Unaudited pro forma diluted net loss per share is the same as the unaudited pro forma basic net loss per share for the period as the impact of any potentially dilutive securities was anti-dilutive.

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

	Year Ended December 31, 2019	Nine months Ended September 30, 2020
		(unaudited)
Numerator:		
Net loss attributable to common stockholders	$	$

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	Year Ended December 31, 2019	Nine months Ended September 30, 2020 (unaudited)
Add: deemed dividend to redeemable convertible preferred stockholders		
Add: change in fair value of redeemable convertible preferred stock warrant liability		
Pro forma net loss attributable to common stockholders, basic and diluted	$	$
Denominator:		
Weighted-average shares used in computing net loss per share attributable to common stockholders, basic and diluted		
Pro forma adjustment to reflect the automatic conversion of redeemable convertible preferred stock		
Pro forma adjustment to reflect the assumed exercise and conversion of Series B warrant		
Pro forma adjustment to reflect assumed vesting of RSUs with liquidity event-related performance vesting condition		
Weighted-average shares used in computing pro forma net loss per share attributable to common stockholders, basic and diluted		
Pro forma net loss attributable to common stockholders per share, basic and diluted	$	$

13. GEOGRAPHICAL INFORMATION

The Company believes it is relevant to disclose geographical revenue information on both a demand basis, determined by the ship-to address of the user, and on a supply basis, determined by the location of the merchants' operations.

Core marketplace revenue by geographic area based on the ship-to address of the user is as follows (in millions):

	Year Ended December 31,						Nine Months Ended September 30,			
	2017[1]		2018[2]		2019		2019		2020	
							(unaudited)			
Europe	$ 492	47%	$ 759	50%	$ 716	49%	$ 516	49%	$ 564	43%
North America[3]	440	42%	579	38%	566	38%	406	39%	548	42%
South America	40	4%	58	4%	72	5%	48	5%	69	5%
Other	81	7%	112	8%	119	8%	79	7%	119	10%
Core marketplace revenue	$1,053	100%	$1,508	100%	$1,473	100%	$1,049	100%	$1,300	100%

(1) Revenue has not been adjusted to Topic 606 and continues to be reported under Topic 605.
(2) Revenue has been adjusted for the impact of Topic 606.
(3) United States accounted for $385 million, $495 million, $472 million, $341 million and $461 million of core marketplace revenue for the years ended 2017, 2018 and 2019, and the nine months ended September 30, 2019 and 2020, respectively.

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China accounted for substantially all of marketplace and logistics revenue in 2017, 2018 and 2019 and during the nine months ended September 30, 2020, respectively, based on the location of the merchants' operations.

The Company's long-lived tangible assets, which consist of property and equipment, net and operating lease right-of-use assets, net, located in the United States were 93%, 94% and 88% of the total long-lived tangible assets as of December 31, 2018 and 2019 and September 30, 2020, respectively. The long-lived tangible assets outside the United States were located in Canada, China, and the Netherlands.

14. SUBSEQUENT EVENTS

The Company has evaluated subsequent events for recognition and measurement purposes through August 28, 2020, which is the date that the consolidated financial statements and accompanying notes were available for issuance.

2010 Stock Plan

On May 5, 2020, the Company's Board of Directors approved an increase in the shares reserved for issuance under the 2010 Stock Plan from 14,577,861 to 14,947,861 shares.

15. SUBSEQUENT EVENTS (UNAUDITED)

The Company has evaluated subsequent events for recognition and measurement purposes through November 19, 2020, which is the date that the unaudited interim consolidated financial statements were available for issuance.

2020 Equity Incentive Plan

On November 19, 2020, the Company's Board of Directors adopted and approved the 2020 Equity Incentive Plan (the "2020 Plan"). While the 2020 Plan became effective immediately on adoption, no awards will be granted under it prior to the day that the Company's Registration Statement on Form S-1 is declared effective by the SEC (the "IPO Date"). The 2020 Plan provides for the award of options, stock appreciation rights, restricted shares, and RSUs to issue up to the sum of (a) 3,600,000 shares of common stock, (b) the number of shares of common stock outstanding under the 2010 Stock Plan on the IPO date, (c) the number of shares common stock that remain available to be granted under the 2010 Stock Plan on the IPO date, and (d) the number of shares that are subject to awards granted under the 2010 Stock Plan that are forfeited, cancelled or expired after the IPO date. The number of shares reserved for issuance under the 2020 Plan will be increased automatically on the first day of each fiscal year, commencing in 2022 and ending in 2030, by a number equal to the lesser of: (a) 5% of the shares of common stock outstanding on the last day of the prior fiscal year; or (b) the number of shares determined by the Board of Directors.

2020 Employee Stock Purchase Plan

On November 19, 2020, the Company's Board of Directors adopted and approved the 2020 Employee Stock Purchase Plan (the "2020 ESPP"), which will become effective on the IPO Date.

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Under the 2020 ESPP, the Company will initially reserve for issuance 750,000 shares of common stock, which will increase automatically on the first day of each fiscal year, commencing in 2022 and ending in 2040, by a number equal to the lesser of: (a) 750,000 shares of common stock; (b) 1% of the shares of common stock outstanding on the last day of the prior fiscal year; or (c) the number of shares of common stock determined by the Company's Board of Directors.

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Part II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 13. Other Expenses of Issuance and Distribution

The following table presents the costs and expenses, other than underwriting discounts and commissions, payable in connection with this offering. All amounts are estimates except the SEC registration fee, the FINRA filing fee and Nasdaq listing fee. Except as otherwise noted, all the expenses below will be paid by us.

SEC registration fee	$ 109,100
FINRA filing fee	150,500
Nasdaq listing fee	*
Printing and engraving expenses	*
Legal fees and expenses	*
Accounting fees and expenses	*
Transfer agent and registrar fees	*
Miscellaneous fees and expenses	*
Total	$ *

* To be completed by amendment.

Item 14. Indemnification of Directors and Officers

Section 145 of the Delaware General Corporation Law authorizes a court to award, or a corporation's board of directors to grant, indemnity to directors and officers under certain circumstances and subject to certain limitations. The terms of Section 145 of the Delaware General Corporation Law are sufficiently broad to permit indemnification under certain circumstances for liabilities, including reimbursement of expenses incurred, arising under the Securities Act.

As permitted by the Delaware General Corporation Law, our amended and restated certificate of incorporation and amended and restated bylaws contain provisions relating to the limitation of liability and indemnification of directors and officers. The amended and restated certificate of incorporation provides that our directors will not be personally liable to us or our stockholders for monetary damages for any breach of fiduciary duty as a director, except for liability:

- for any breach of the director's duty of loyalty to us or our stockholders;
- for acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law;
- in respect of unlawful payments of dividends or unlawful stock repurchases or redemptions as provided in Section 174 of the Delaware General Corporation Law; or
- for any transaction from which the director derives any improper personal benefit.

Our amended and restated certificate of incorporation also provides that if Delaware law is amended after the approval by our stockholders of the certificate of incorporation to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of our directors will be eliminated or limited to the fullest extent permitted by Delaware law.

Our amended and restated bylaws provide that we will indemnify our directors and officers to the fullest extent permitted by Delaware law, as it now exists or may in the future be amended, against all expenses and liabilities reasonably incurred in connection with their service for or on our behalf. Our amended and restated bylaws provide that we shall advance the expenses incurred by a director or

officer in advance of the final disposition of an action or proceeding, and permit us to secure insurance on behalf of any director, officer, employee, or other enterprise agent for any liability arising out of his or her action in that capacity, whether or not Delaware law would otherwise permit indemnification.

We intend to enter into indemnification agreements with each of our directors and executive officers and certain other key employees, a form of which is attached as Exhibit 10.1. The form of agreement provides that we will indemnify each of our directors, executive officers and such other key employees against any and all expenses incurred by that director, executive officer, or other key employee because of his or her status as one of our directors, executive officers, or other key employees, to the fullest extent permitted by Delaware law, our restated certificate of incorporation and our amended and restated bylaws. In addition, the form agreement provides that, to the fullest extent permitted by Delaware law, we will advance all expenses incurred by our directors, executive officers and other key employees in connection with a legal proceeding.

Reference is made to the underwriting agreement contained in Exhibit 1.1 to this registration statement, indemnifying our directors and officers against limited liabilities. In addition, Section 1.9 of our amended and restated investors' rights agreement (the "IRA") contained in Exhibit 4.2 to this registration statement provides for indemnification of certain of our stockholders against liabilities described in the IRA.

We currently carry and intend to continue to carry liability insurance for our directors and officers.

Item 15. Recent Sales of Unregistered Securities

Since January 1, 2017 we have issued the following unregistered securities (after giving effect to the conversion of our common stock into Class B common stock).

Preferred Stock Issuances

In April 2017, we issued 539,428 shares of our Series F redeemable convertible preferred stock in a subsequent closing at a price per share of $64.88 per share to one accredited investor.

Between September 2017 and October 2017, we issued 1,687,319 shares of our Series G redeemable convertible preferred stock at a price per share of $134.53 to 15 accredited investors.

In March 2019, we issued 943,548 shares of our Series H redeemable convertible preferred stock at a price per share of $169.57 to two accredited investors.

Plan-Related Issuances

From January 1, 2017 through October 31, 2020, we issued to our directors, officers, employees, consultants, and other service providers an aggregate of 1,203,780 shares of our Class B common stock at per share purchase prices ranging from $0.01 to $55.56 pursuant to exercises of options granted under our 2010 Stock Plan.

From January 1, 2017 through October 31, 2020, we granted to our directors, officers, employees, consultants, and other service providers an aggregate of 4,536,248 RSUs, to be settled in shares of our Class B common stock under our 2010 Stock Plan.

In April 2019, we issued to a former consultant an aggregate of 23,334 shares of our Class B Common Stock at a price per share of $0.68 pursuant to a stock grant under our 2010 Stock Plan.

None of the foregoing transactions involved any underwriters, underwriting discounts or commissions, or any public offering. We believe that the offers, sales and issuances of the above securities were exempt from registration under the Securities Act by virtue of Section 4(a)(2) of the

Securities Act or Regulation D promulgated thereunder as transactions by an issuer not involving any public offering, or in reliance on Rule 701 promulgated under Section 3(b) of the Securities Act because the transactions were pursuant to compensatory benefit plans or contracts relating to compensation as provided under Rule 701. The recipients of the securities in each of these transactions represented their intentions to acquire the securities for investment only and not with a view to or for sale in connection with any distribution thereof, and appropriate legends were placed upon the stock certificates issued in these transactions. All recipients had adequate information about us or had adequate access, through their relationships with us, to information about us.

Item 16. Exhibits and Financial Statement Schedules

(a) **Exhibits**.

Exhibit Number	Description
1.1*	Form of Underwriting Agreement.
3.1	Restated Certificate of Incorporation of the Registrant, as amended, as currently in effect.
3.2	Form of Amended and Restated Certificate of Incorporation of the Registrant, to be effective upon completion of this offering.
3.3	Bylaws of the Registrant, as currently in effect.
3.4	Form of Amended and Restated Bylaws of the Registrant, to be effective upon completion of this offering.
4.1*	Form of Registrant's Class A common stock certificate.
4.2	Amended and Restated Investors' Rights Agreement, dated March 18, 2019 by and among the Registrant and the other parties thereto.
4.3	Warrant to Purchase Series B Preferred Stock, issued to Formation8 Partners Fund I, L.P., dated August 1, 2016.
4.4	Warrant to Purchase Common Stock, issued to Silicon Valley Bank, dated May 13, 2014.
4.5	Form of Proxy Agreement, between Registrant, Peter Szulczewski, and certain parties thereto.
4.6	Form of Proxy Agreement, between Registrant, Peter Szulczewski, and a certain party thereto.
5.1*	Opinion of Gunderson Dettmer Stough Villeneuve Franklin & Hachigian, LLP.
10.1	Form of Indemnification Agreement between the Registrant and each of its directors and executive officers.
10.2	2010 Stock Plan, as amended, and forms of agreements thereunder.
10.3*	2020 Equity Incentive Plan and form of agreements thereunder.
10.4*	2020 Employee Stock Purchase Plan.
10.5	Employment Letter Agreement, dated November 19, 2020, between the Registrant and Peter Szulczewski.
10.6	Offer Letter, dated November 9, 2016, between the Registrant and Rajat Bahri.
10.7	Offer Letter, dated January 15, 2018, between the Registrant and Devang Shah.
10.8	Offer Letter, dated May 11, 2014, between the Registrant and Thomas Chuang.
10.9	Offer Letter, dated August 16, 2019, between the Registrant and Pai Liu.
10.10	Form of Executive Severance and Change in Control Agreement.
21.1	Subsidiaries of the Registrant.
23.1	Consent of Ernst & Young LLP, Independent Registered Public Accounting Firm.

Exhibit Number	Description
23.2*	Consent of Gunderson Dettmer Stough Villeneuve Franklin & Hachigian, LLP (contained in Exhibit 5.1).
24.1	Power of Attorney (included on signature page).

* To be provided by amendment.
** Previously filed.

(b) **Financial Statement Schedules.** All schedules have been omitted because the information required to be presented in them is not applicable or is shown in the consolidated financial statements or related notes.

Item 17. Undertakings

The undersigned registrant hereby undertakes to provide to the underwriter at the closing specified in the underwriting agreements certificates in such denominations and registered in such names as required by the underwriter to permit prompt delivery to each purchaser.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

The undersigned registrant hereby undertakes that:

(1) For purposes of determining any liability under the Securities Act, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective.

(2) For the purpose of determining any liability under the Securities Act, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of San Francisco, State of California, on this 19th day of November, 2020.

CONTEXTLOGIC INC.

/s/ Rajat Bahri
Rajat Bahri
Chief Financial Officer

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints Peter Szulczewski, Rajat Bahri, and Devang Shah, and each of them, as his or her true and lawful attorney-in-fact and agent with full power of substitution, for him or her in any and all capacities, to sign any and all amendments to this registration statement (including post-effective amendments) and any registration statement related thereto filed pursuant to Rule 462(b) increasing the number of securities for which registration is sought, and to file the same, with all exhibits thereto and other documents in connection therewith, with the SEC, granting unto said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully for all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent, or his or her substitute, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Peter Szulczewski Peter Szulczewski	Chief Executive Officer and Chairperson (principal executive officer)	November 19, 2020
/s/ Rajat Bahri Rajat Bahri	Chief Financial Officer (principal financial officer)	November 19, 2020
/s/ Brett Just Brett Just	Chief Accounting Officer (principal accounting officer)	November 19, 2020
/s/ Julie Bradley Julie Bradley	Director	November 19, 2020
/s/ Ari Emanuel Ari Emanuel	Director	November 19, 2020
/s/ Joe Lonsdale Joe Lonsdale	Director	November 19, 2020
/s/ Tanzeen Syed Tanzeen Syed	Director	November 19, 2020
/s/ Stephanie Tilenius Stephanie Tilenius	Director	November 19, 2020
/s/ Hans Tung Hans Tung	Director	November 19, 2020

AMENDED AND RESTATED CERTIFICATE OF INCORPORATION
OF
CONTEXTLOGIC INC.

(Pursuant to Sections 242 and 245 of the
General Corporation Law of the State of Delaware)

ContextLogic Inc., a corporation organized and existing under and by virtue of the provisions of the General Corporation Law of the State of Delaware (the "General Corporation Law"),

DOES HEREBY CERTIFY:

FIRST: That the name of this corporation is **ContextLogic Inc.** and that this corporation was originally incorporated pursuant to the General Corporation Law on June 25, 2010 under the name **ContextLogic Inc.**

SECOND: That the Board of Directors duly adopted resolutions proposing to amend and restate the Certificate of Incorporation of this corporation, declaring said amendment and restatement to be advisable and in the best interests of this corporation and its stockholders, and authorizing the appropriate officers of this corporation to solicit the consent of the stockholders therefor, which resolution setting forth the proposed amendment and restatement is as follows:

RESOLVED, that the Certificate of Incorporation of this corporation be amended and restated in its entirety as follows:

ARTICLE I

The name of this corporation is ContextLogic Inc.

ARTICLE II

The address of this corporation's registered office in the State of Delaware is 3500 South Dupont Highway in the City of Dover, County of Kent, Zip Code 19901. The name of this corporation's registered agent at such address is Incorporating Services, Ltd.

ARTICLE III

The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law.

ARTICLE IV

A. Authorization of Stock. This corporation is authorized to issue two classes of stock to be designated, respectively, common stock and preferred stock. The total number of shares that this corporation is authorized to issue is 117,346,293. The total number of shares of common stock authorized to be issued is 73,000,000, par value $0.0001 per share (the "Common Stock"). The total number of shares of preferred stock authorized to be issued is 44,346,293, par value $0.0001 per share (the "Preferred Stock"), 6,437,367 of which are designated as "Series A Preferred Stock," 6,883,083 of which are designated as "Series B Preferred Stock," 7,108,490 of which are designated as "Series C

Preferred Stock," 5,519,533 of which are designated as "Series D Preferred Stock," 8,324,560 of which are designated as "Series E Preferred Stock", 6,321,932 of which are designated as "Series F Preferred Stock", 1,687,319 of which are designated as "Series G Preferred Stock" and 2,064,009 of which are designated as "Series H Preferred Stock."

B. Rights, Preferences and Restrictions of Preferred Stock. The rights, preferences, privileges and restrictions granted to and imposed on the Preferred Stock are as set forth below in this Article IV(B).

1. Dividend Provisions.

(a) The holders of shares of Preferred Stock shall be entitled to receive dividends, on a *pari passu* basis, out of any assets legally available therefor, prior and in preference to any declaration or payment of any dividend (payable other than in Common Stock or other securities and rights convertible into or entitling the holder thereof to receive, directly or indirectly, additional shares of Common Stock of this corporation) on the Common Stock of this corporation, at the applicable Dividend Rate (as defined below), payable when, as and if declared by the Board of Directors. Such dividends shall not be cumulative. The holders of the outstanding Preferred Stock can waive any dividend preference that such holders shall be entitled to receive under this Section 1 upon the affirmative vote or written consent of the holders of a majority of the voting power of shares of Preferred Stock then outstanding (voting together as a single class and not as separate series, and on an as-converted basis); provided however, if any such waiver is a waiver of a dividend preference for less than all series of Preferred Stock, the affirmative vote or written consent of the holders of a majority of the shares of each series of Preferred Stock for which such dividend preference is being waived shall be required. For purposes of this subsection 1(a), "Dividend Rate" shall mean $0.280464 per annum for each share of Series A Preferred Stock, $0.316 per annum for each share of Series B Preferred Stock, $0.502128 per annum for each share of Series C Preferred Stock, $2.000168 per annum for each share of Series D Preferred Stock, 8% of the Original Issue Price of Series E Preferred Stock per annum for each share of Series E Preferred Stock, 8% of the Original Issue Price of Series F Preferred Stock per annum for each share of Series F Preferred Stock, 8% of the Original Issue Price of Series G Preferred Stock per annum for each share of Series G Preferred Stock and 8% of the Original Issue Price of Series H Preferred Stock per annum for each share of Series H Preferred Stock (each as adjusted for any stock splits, stock dividends, combinations, subdivisions, recapitalizations or the like).

(b) After payment of such dividends, any additional dividends or distributions shall be distributed among all holders of Common Stock and Preferred Stock in proportion to the number of shares of Common Stock that would be held by each such holder if all shares of Preferred Stock were converted to Common Stock at the then effective conversion rate.

2. Liquidation Preference.

(a) For purposes of this Amended and Restated Certificate of Incorporation, "Original Issue Price" shall mean $3.5058 per share for each share of the Series A Preferred Stock, $3.95 per share for each share of the Series B Preferred Stock, $6.2766 per share for each share of Series C Preferred Stock, $25.0021 per share for each share of Series D Preferred Stock, the original price per share paid to the corporation by check, wire transfer, cancellation of indebtedness or any combination of the foregoing for the Series E Preferred Stock in accordance with a written agreement with the corporation, a copy of which is maintained at the principal office of the corporation, setting forth the purchase price per share of such Series E Preferred Stock, the original price per share paid to the corporation by check, wire transfer, cancellation of indebtedness or any combination of the foregoing for the Series F Preferred Stock in accordance with a written agreement with the corporation, a copy of which

is maintained at the principal office of the corporation, setting forth the purchase price per share of such Series F Preferred Stock, the original price per share paid to the corporation by check, wire transfer, cancellation of indebtedness or any combination of the foregoing for the Series G Preferred Stock in accordance with a written agreement with the corporation, a copy of which is maintained at the principal office of the corporation, setting forth the purchase price per share of such Series G Preferred Stock, and the original price per share paid to the corporation by check, wire transfer, cancellation of indebtedness or any combination of the foregoing for the Series H Preferred Stock in accordance with a written agreement with the corporation, a copy of which is maintained at the principal office of the corporation, setting forth the purchase price per share of such Series H Preferred Stock (each as adjusted for any stock splits, stock dividends, combinations, subdivisions, recapitalizations or the like with respect to such series of Preferred Stock). In the event of any Liquidation Event (as defined below), either voluntary or involuntary that is consummated, the holders of each series of Preferred Stock shall be entitled to receive, on a *pari passu* basis, out of the proceeds or assets of this corporation available for distribution to its stockholders (the "Proceeds"), prior to and in preference to any distribution of the Proceeds to the holders of Common Stock by reason of their ownership thereof, an amount per share equal to (i) in the case of shares of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock, Series E Preferred Stock, Series F Preferred Stock, and Series G Preferred Stock (each, a "Prior Series"), the sum of the applicable Original Issue Price for such Prior Series, plus declared but unpaid dividends on such shares and (ii) in the case of shares of Series H Preferred Stock, the applicable Series H Preferred Stock Liquidation Amount (as defined in that certain Series H Preferred Stock Purchase Agreement, made by and among this corporation and certain other parties thereto including certain of this corporation's stockholders and which is dated as of March 18, 2019, and a copy of which is maintained at the principal office of the corporation (the "Series H Preferred Stock Purchase Agreement")), plus declared but unpaid dividends on such shares. If, upon the occurrence of such event, the Proceeds thus distributed among the holders of the Preferred Stock shall be insufficient to permit the payment to such holders of the full aforesaid preferential amounts, then the entire Proceeds legally available for distribution shall be distributed ratably among the holders of the Preferred Stock in proportion to the full preferential amount that each such holder is otherwise entitled to receive under this subsection 2(a).

(b) Upon completion of the distribution required by subsection 2(a), all of the remaining Proceeds available for distribution to stockholders shall be distributed among the holders of Common Stock pro rata based on the number of shares of Common Stock held by each.

(c) Notwithstanding the above, for purposes of determining the amount each holder of shares of Preferred Stock is entitled to receive with respect to a Liquidation Event, each such holder of shares of a series of Preferred Stock shall be deemed to have converted (regardless of whether such holder has actually converted) such holder's shares of such series into shares of Common Stock immediately prior to the Liquidation Event if, as a result of an actual conversion, such holder would receive, in the aggregate, an amount greater than the amount that would be distributed to such holder if such holder did not convert such series of Preferred Stock into shares of Common Stock. If any such holder shall be deemed to have converted shares of Preferred Stock into Common Stock pursuant to this subsection 2(c), then such holder shall not be entitled to receive any distribution that would otherwise be made to holders of Preferred Stock that have not converted (or have not been deemed to have converted) into shares of Common Stock and shall instead be entitled to receive any distributions that such holder would be entitled to receive had such holder converted such shares of the applicable series of Preferred Stock into shares of Common Stock.

(d) (i) For purposes of this Section 2, a "Liquidation Event" shall mean (A) the closing of the sale, transfer or other disposition, in a single transaction or series of related transactions, of all or substantially all of this corporation's assets (including, without limitation, the sale or disposition (whether by merger, sale of securities or otherwise) of one or more subsidiaries of the

corporation if substantially all of the assets of the corporation are held by such subsidiary or subsidiaries), (B) the consummation of a merger, reorganization or consolidation of this corporation with or into another entity or of a subsidiary of this corporation which is a constituent party and this corporation issues shares of its capital stock pursuant to such merger or consolidation (except a merger, reorganization or consolidation in which the holders of capital stock of this corporation immediately prior to such merger, reorganization or consolidation continue to hold at least 50% of the voting power of the capital stock of this corporation or the surviving or acquiring entity), (C) the closing of a transfer (whether by merger, reorganization, consolidation or otherwise), in one transaction or a series of related transactions, to a person or group of affiliated persons (other than an underwriter of this corporation's securities), of this corporation's securities if, after such closing, such person or group of affiliated persons would hold 50% or more of the outstanding voting stock of this corporation (or the surviving or acquiring entity) or (D) a liquidation, dissolution or winding up of this corporation; provided, however, that a transaction shall not constitute a Liquidation Event if its sole purpose is to change the state of this corporation's incorporation or to create a holding company that will be owned in substantially the same proportions by the persons who held this corporation's securities immediately prior to such transaction. Notwithstanding the prior sentence, the sale of shares of Series H Preferred Stock by this corporation in a financing transaction pursuant to the Series H Preferred Stock Purchase Agreement shall not be deemed a "Liquidation Event." The treatment of any particular transaction or series of related transactions as a Liquidation Event may be waived by the vote or written consent of the holders of (v) a majority of the voting power of outstanding Preferred Stock (voting together as a single class and not as separate series, and on an as-converted basis), (w) a majority of the outstanding shares of Series E Preferred Stock (voting as a separate series and on an as-converted basis), (x) the Series F Requisite Holders (as such term is defined in the Investors' Rights Agreement (as defined below)), (y) the Series G Requisite Holders (as such term is defined in the Investors' Rights Agreement) and (z) a majority of the outstanding shares of Series H Preferred Stock (voting as a separate series and on an as-converted basis). "Investors' Rights Agreement" means that certain Amended and Restated Investors' Rights Agreement, as amended from time to time, made by and among this corporation and certain of this corporation's stockholders and which is dated on or about the Filing Date, and a copy of which is maintained at the principal office of the corporation.

(ii) In any Liquidation Event, if Proceeds received by this corporation or its stockholders is other than cash, its value will be deemed its fair market value. Any securities shall be valued as follows:

(A) Securities not subject to investment letter or other similar restrictions on free marketability covered by (B) below:

(1) If traded on a securities exchange, the value shall be deemed to be the average of the closing prices of the securities on such exchange over the twenty (20) trading-day period ending three (3) trading days prior to the closing of the Liquidation Event;

(2) If actively traded over-the-counter, the value shall be deemed to be the average of the closing bid or sale prices (whichever is applicable) over the twenty (20) trading-day period ending three (3) trading days prior to the closing of the Liquidation Event; and

(3) If there is no active public market, the value shall be the fair market value thereof, as mutually determined in good faith by this corporation and the holders of a majority of the voting power of all then outstanding shares of Preferred Stock (voting together as a single class and not as separate series, and on an as-converted basis).

(B) The method of valuation of securities subject to investment letter or other restrictions on free marketability (other than restrictions arising solely by virtue of a stockholder's status as an affiliate or former affiliate) shall be to make an appropriate discount from the market value determined as above in subsection 2(d)(ii)(A), clauses (1), (2) or (3) to reflect the approximate fair market value thereof, as mutually determined in good faith by this corporation and the holders of a majority of the voting power of all then outstanding shares of such Preferred Stock (voting together as a single class and not as separate series, and on an as-converted basis).

(C) The foregoing methods for valuing non-cash consideration to be distributed in connection with a Liquidation Event shall, with the appropriate approval of the definitive agreements governing such Liquidation Event by the stockholders under the General Corporation Law and Section 6 of this Article IV(B), be superseded by the determination of such value set forth in the definitive agreements governing such Liquidation Event.

(iii) In the event the requirements of this Section 2 are not complied with, this corporation shall forthwith either:

(A) cause the closing of such Liquidation Event to be postponed until such time as the requirements of this Section 2 have been complied with; or

(B) cancel such transaction, in which event the rights, preferences and privileges of the holders of the Preferred Stock shall revert to and be the same as such rights, preferences and privileges existing immediately prior to the date of the first notice referred to in subsection 2(d)(iv) hereof.

(iv) This corporation shall give each holder of record of Preferred Stock written notice of such impending Liquidation Event not later than twenty (20) days prior to the stockholders' meeting called to approve such transaction, or twenty (20) days prior to the closing of such transaction, whichever is earlier, and shall also notify such holders in writing of the final approval of such transaction, which approval shall not be effective without first obtaining all required approvals pursuant to Section 6 of this Article IV(B). The first of such notices shall describe the material terms and conditions of the impending transaction and the provisions of this Section 2, and this corporation shall thereafter give such holders prompt notice of any material changes. The transaction shall in no event take place sooner than twenty (20) days after this corporation has given the first notice provided for herein or sooner than ten (10) days after this corporation has given notice of any material changes provided for herein; provided, however, that subject to compliance with the General Corporation Law such periods may be shortened or waived upon the written consent of the holders of Preferred Stock that represent a majority of the voting power of all then outstanding shares of such Preferred Stock (voting together as a single class and not as separate series, and on an as-converted basis).

(e) This corporation shall not have the power to effect a Liquidation Event unless the agreement or plan of merger or consolidation for such transaction (the "Merger Agreement") provides that the consideration payable to the stockholders of this corporation shall be allocated among the holders of capital stock of this corporation in accordance with subsection 2(a).

In the event of a Liquidation Event in which proceeds of the Liquidation Event are received by this corporation or a subsidiary of this corporation, if this corporation does not effect a dissolution of this corporation under the General Corporation Law within ninety (90) days after such Liquidation Event, then (i) this corporation shall send a written notice to each holder of record of Preferred Stock, no later than the ninetieth (90th) day after the Liquidation Event advising such holders of their right (and the requirements to be met to secure such right) pursuant to the terms of the following clause; (ii) to require the redemption of such shares of Preferred Stock, and (iii) if the holders of at least a majority of the voting power of (x) then outstanding shares Preferred Stock (voting together as a single class and not as separate series, and on an as-converted basis) or (y) then outstanding Series H Preferred Stock (in relation to the applicable liquidation amount payable in respect of the Series H Preferred Stock) (voting as a separate series and on an as-converted basis) so request in a written instrument delivered to this corporation not later than one hundred twenty (120) days after such Liquidation Event, this corporation shall use the consideration received by this corporation for such Liquidation Event (net of any retained liabilities associated with the assets sold or technology licensed, as determined in good faith by the Board of Directors), together with any other assets of this corporation available for distribution to its stockholders, all to the extent permitted by Delaware law governing distributions to stockholders (the "Available Proceeds"), on the one hundred fiftieth (150th) day after such Liquidation Event, to redeem all outstanding shares of Preferred Stock requested to be redeemed pursuant to the foregoing clause (iii)(x) or (iii)(y), as applicable, at an amount per share equal to the applicable liquidation amount set forth in subsection 2(a). Notwithstanding the foregoing, in the event of a redemption pursuant to the preceding sentence, if the Proceeds thus distributed among the holders of the applicable Preferred Stock shall be insufficient to permit the payment to such holders of the full preferential amounts, then the entire Proceeds legally available for distribution shall be distributed ratably among the holders of the applicable Preferred Stock in proportion to the full preferential amount that each such holder is otherwise entitled to receive under subsection 2(a). Unless otherwise approved by the holders of a majority of the voting power of then outstanding shares of Preferred Stock (voting together as a single class and not as separate series, and on an as-converted basis) or by the holders of a majority of the voting power of then outstanding shares of Series H Preferred Stock (voting as a separate series and on an as-converted basis), as applicable, prior to the distribution or redemption provided for in this subsection 2(e), this corporation shall not expend or dissipate the consideration received for such Liquidation Event, except to discharge expenses incurred in connection with such Liquidation Event.

3. Redemption. The Preferred Stock is not redeemable at the option of the holder thereof.

4. Conversion. The holders of the Preferred Stock shall have conversion rights as follows (the "Conversion Rights"):

(a) Right to Convert. Each share of Preferred Stock shall be convertible, at the option of the holder thereof, at any time after the date of issuance of such share, and without the payment of additional consideration by the holder thereof, at the office of this corporation or any transfer agent for such stock, into such number of fully paid and nonassessable shares of Common Stock as is determined by dividing the applicable Original Issue Price for such series by the applicable Conversion Price for such series (the conversion rate for a series of Preferred Stock into Common Stock is referred to herein as the "Conversion Rate" for such series), determined as hereafter provided, in effect on the date the certificate is surrendered for conversion. The initial "Conversion Price" per share for each series of Preferred Stock shall be the Original Issue Price applicable to such series; provided, however, that the Conversion Price for the Preferred Stock shall be subject to adjustment as set forth in subsection 4(d).

(b) Automatic Conversion. Each share of Preferred Stock shall automatically be converted into shares of Common Stock at the Conversion Rate at the time in effect for such series of Preferred Stock immediately upon the closing of this corporation's sale of its Common Stock in a firm commitment underwritten public offering pursuant to a registration statement on Form S-1 under the Securities Act of 1933, as amended, reflecting a pre-money valuation of at least the Minimum Valuation (as defined in the Investors' Rights Agreement), with gross cash proceeds of no less than $500,000,000 which complies with the provisions of Section 6.19 of the Series H Preferred Stock Purchase Agreement (the "Qualified Public Offering"). In addition, (v) each share of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock and Series D Preferred Stock (together, the "A-D Preferred Stock") shall automatically be converted into shares of Common Stock at the applicable Conversion Rate at the time in effect for each such series of the A-D Preferred Stock immediately upon the date, or the occurrence of an event, specified by vote or written consent or agreement of the holders of a majority of the then outstanding shares of the A-D Preferred Stock (voting together as a single class and not as a separate series, and on an as-converted basis), (w) each share of Series E Preferred Stock shall automatically be converted into shares of Common Stock at the Conversion Rate at the time in effect for such Series E Preferred Stock immediately upon the date, or the occurrence of an event, specified by vote or written consent or agreement of the holders of a majority of the then outstanding shares of the Series E Preferred Stock (voting as a separate series and on an as-converted basis), (x) each share of Series F Preferred Stock shall automatically be converted into shares of Common Stock at the Conversion Rate at the time in effect for such Series F Preferred Stock immediately upon the date, or the occurrence of an event, specified by vote or written consent or agreement of the Series F Requisite Holders, (y) each share of Series G Preferred Stock shall automatically be converted into shares of Common Stock at the Conversion Rate at the time in effect for such Series G Preferred Stock immediately upon the date, or the occurrence of an event, specified by vote or written consent or agreement of the Series G Requisite Holders and (z) each share of Series H Preferred Stock shall automatically be converted into shares of Common Stock at the Conversion Rate at the time in effect for such Series H Preferred Stock immediately upon the date, or the occurrence of an event, specified by vote or written consent or agreement of the holders of a majority of the outstanding shares of Series H Preferred Stock (voting as a separate series and on an as-converted basis).

(c) Mechanics of Conversion. Before any holder of Preferred Stock shall be entitled to voluntarily convert the same into shares of Common Stock, such holder shall surrender the certificate or certificates therefor, duly endorsed, at the office of this corporation or of any transfer agent for the Preferred Stock, and shall give written notice to this corporation at its principal corporate office, of the election to convert all or any number of the shares of Preferred Stock represented by such certificate or certificates, any event on which such conversion is contingent (if applicable) and the name or names in which the certificate or certificates for shares of Common Stock are to be issued. This corporation shall, as soon as practicable thereafter, issue and deliver at such office to such holder of Preferred Stock, or to the nominee or nominees of such holder, a certificate or certificates for the number of shares of Common Stock to which such holder shall be entitled as aforesaid and a certificate for the number (if any) of the shares of Preferred Stock represented by the surrendered certificate or certificates that were not converted in Common Stock. Any declared but unpaid dividends for the Preferred Stock which is being converted shall be paid by the corporation at the same time as the declared but unpaid dividends are paid on the outstanding shares of such series of Preferred Stock. Such conversion shall be deemed to have been made immediately prior to the close of business on the date set forth for conversion in the written notice of the election to convert irrespective of the surrender of the shares of Preferred Stock to be converted, and the person or persons entitled to receive the shares of Common Stock issuable

upon such conversion shall be treated for all purposes as the record holder or holders of such shares of Common Stock as of such date. If the conversion is in connection with an underwritten offering of securities registered pursuant to the Securities Act of 1933, as amended, the conversion may, at the option of any holder tendering Preferred Stock for conversion, be conditioned upon the closing with the underwriters of the sale of securities pursuant to such offering, in which event the persons entitled to receive the Common Stock upon conversion of the Preferred Stock shall not be deemed to have converted such Preferred Stock until immediately prior to the closing of such sale of securities. If the conversion is in connection with "automatic conversion" provisions of subsection 4(b) above, such conversion shall be deemed to have been made on the conversion date described in the stockholder consent approving such conversion, and the persons entitled to receive shares of Common Stock issuable upon such conversion shall be treated for all purposes as the record holders of such shares of Common Stock as of such date. Notwithstanding anything to the contrary in this Amended and Restated Certificate of Incorporation, a holder who wants to convert some or all of its shares of Preferred Stock into Common Stock (whether pursuant to subsection (a) or subsection (b) of this Section 4) must first send by electronic mail and overnight mail a written notice (the "Notice") to the corporation addressed to the Chief Executive Officer, at the corporation's United States headquarters; provided, however, that no Notice need be sent if the holder has verified that the conversion would not be subject to reporting requirements under the Hart-Scott-Rodino Antitrust Improvements Act of 1976 as amended (the "HSR Act"). The Notice must specify the number and class of shares that the holder wants to convert into shares of Common Stock. If any conversion (whether automatic or voluntary) would be subject to HSR Act reporting requirements, the conversion will not occur until the next business day after the applicable waiting period under the HSR Act has expired or been terminated. Any converted Preferred Stock shall be retired and cancelled and may not be reissued as shares of such series.

(d) Conversion Price Adjustments of Preferred Stock for Certain Dilutive Issuances, Splits and Combinations. The Conversion Price of the Preferred Stock shall be subject to adjustment from time to time as follows:

(i)

(A) If this corporation shall issue, on or after the date upon which this Amended and Restated Certificate of Incorporation is accepted for filing by the Secretary of State of the State of Delaware (the "Filing Date"), any Additional Stock (as defined below) without consideration or for a consideration per share less than the Conversion Price applicable to a series of Preferred Stock in effect immediately prior to the issuance of such Additional Stock, the Conversion Price for such series in effect immediately prior to each such issuance shall forthwith (except as otherwise provided in this clause (i)) be adjusted to a price (calculated to the nearest one-thousandth of a cent) determined by multiplying such Conversion Price by a fraction, the numerator of which shall be the number of shares of Common Stock Outstanding (as defined below) immediately prior to such issuance plus the number of shares of Common Stock that the aggregate consideration received by this corporation for such issuance would purchase at such Conversion Price; and the denominator of which shall be the number of shares of Common Stock Outstanding (as defined below) immediately prior to such issuance plus the number of shares of such Additional Stock. For purposes of this Section 4(d)(i)(A), the term "Common Stock Outstanding" shall mean and include the following: (1) outstanding Common Stock, (2) Common Stock issuable upon conversion of outstanding Preferred Stock, (3) Common Stock issuable upon exercise of outstanding stock options and (4) Common Stock issuable upon exercise (and, in the case of warrants to

purchase Preferred Stock, conversion) of outstanding warrants. Shares described in (1) through (4) above shall be included whether vested or unvested, whether contingent or non-contingent and whether exercisable or not yet exercisable. In the event that this corporation issues or sells, or is deemed to have issued or sold, shares of Additional Stock that results in an adjustment to a Conversion Price pursuant to the provisions of this Section 4(d) (the "First Dilutive Issuance"), and this corporation then issues or sells, or is deemed to have issued or sold, shares of Additional Stock in a subsequent issuance other than the First Dilutive Issuance that would result in further adjustment to a Conversion Price (a "Subsequent Dilutive Issuance") pursuant to the same instruments as the First Dilutive Issuance, then and in each such case, upon a Subsequent Dilutive Issuance, the applicable Conversion Price for each series of Preferred Stock shall be reduced to the applicable Conversion Price that would have been in effect had the First Dilutive Issuance and each Subsequent Dilutive Issuance all occurred on the closing date of the First Dilutive Issuance.

(B) No adjustment of the Conversion Price for the Preferred Stock shall be made in an amount less than one-tenth of one cent per share. Except to the limited extent provided for in subsections 4(d)(i)(E)(3) and (E)(4), no adjustment of such Conversion Price pursuant to this subsection 4(d)(i) shall have the effect of increasing the Conversion Price above the Conversion Price in effect immediately prior to such adjustment.

(C) In the case of the issuance of Additional Stock for cash, the consideration shall be deemed to be the amount of cash paid therefor before deducting any reasonable discounts, commissions or other expenses allowed, paid or incurred by this corporation for any underwriting or otherwise in connection with the issuance and sale thereof.

(D) In the case of the issuance of the Additional Stock for a consideration in whole or in part other than cash, the consideration other than cash shall be deemed to be the fair market value thereof as determined in good faith by the Board of Directors, including a majority of the voting power of the Preferred Directors and the Remaining Director, collectively, irrespective of any accounting treatment.

(E) In the case of the issuance of options to purchase or rights to subscribe for Common Stock, securities by their terms convertible into or exchangeable for Common Stock or options to purchase or rights to subscribe for such convertible or exchangeable securities, the following provisions shall apply for purposes of determining the number of shares of Additional Stock issued and the consideration paid therefor:

(1) The aggregate maximum number of shares of Common Stock deliverable upon exercise (assuming the satisfaction of any conditions to exercisability, including without limitation, the passage of time, but without taking into account potential anti-dilution adjustments) of such options to purchase or rights to subscribe for Common Stock shall be deemed to have been issued at the time such options or rights were issued and for a consideration equal to the consideration (determined in the manner provided in subsections 4(d)(i)(C) and (d)(i)(D)), if any, received by this corporation upon the issuance of such options or rights plus the minimum exercise price provided in such options or rights (without taking into account potential anti-dilution adjustments) for the Common Stock covered thereby.

(2) The aggregate maximum number of shares of Common Stock deliverable upon conversion of, or in exchange (assuming the satisfaction of any conditions to convertibility or exchangeability, including, without limitation, the passage of time, but without taking into account potential anti-dilution adjustments) for, any such convertible or exchangeable securities or upon the exercise of options to purchase or rights to subscribe for such convertible or exchangeable securities and subsequent conversion or exchange thereof shall be deemed to have been issued at the time such securities were issued or such options or rights were issued and for a consideration equal to the consideration, if any, received by this corporation for any such securities and related options or rights (excluding any cash received on account of accrued interest or accrued dividends), plus the minimum additional consideration, if any, to be received by this corporation (without taking into account potential anti-dilution adjustments) upon the conversion or exchange of such securities or the exercise of any related options or rights (the consideration in each case to be determined in the manner provided in subsections 4(d)(i)(C) and (d)(i)(D)).

(3) In the event of any change in the number of shares of Common Stock deliverable or in the consideration payable to this corporation upon exercise of such options or rights or upon conversion of or in exchange for such convertible or exchangeable securities, the Conversion Price of the Preferred Stock, to the extent in any way affected by or computed using such options, rights or securities, shall be recomputed to reflect such change, but no further adjustment shall be made for the actual issuance of Common Stock or any payment of such consideration upon the exercise of any such options or rights or the conversion or exchange of such securities.

(4) Upon the expiration of any such options or rights, the termination of any such rights to convert or exchange or the expiration of any options or rights related to such convertible or exchangeable securities, the Conversion Price of the Preferred Stock, to the extent in any way affected by or computed using such options, rights or securities or options or rights related to such securities, shall be recomputed to reflect the issuance of only the number of shares of Common Stock (and convertible or exchangeable securities that remain in effect) actually issued upon the exercise of such options or rights, upon the conversion or exchange of such securities or upon the exercise of the options or rights related to such securities.

(5) The number of shares of Additional Stock deemed issued and the consideration deemed paid therefor pursuant to subsections 4(d)(i)(E)(1) and (2) shall be appropriately adjusted to reflect any change, termination or expiration of the type described in either subsection 4(d)(i)(E)(3) or (4).

(ii) "Additional Stock" shall mean any shares of Common Stock issued (or deemed to have been issued pursuant to subsection 4(d)(i)(E)) by this corporation on or after the Filing Date other than:

(A) Common Stock issued pursuant to a transaction described in subsection 4(d)(iii) hereof;

(B) Common Stock issued or issuable to employees, directors, consultants and other service providers for the primary purpose of soliciting or retaining their services pursuant to plans or agreements approved by this corporation's Board of Directors;

(C) Common Stock issued pursuant to a Qualified Public Offering;

(D) Common Stock issued pursuant to the conversion or exercise of convertible or exercisable securities outstanding on the Filing Date;

(E) Common Stock issued as consideration in a bona fide business acquisition by this corporation, whether by merger, consolidation, sale of assets, sale or exchange of stock or otherwise which is approved by the Board of Directors;

(F) Common Stock issued or deemed issued pursuant to subsection 4(d)(i)(E) as a result of a decrease in the Conversion Price of any series of Preferred Stock resulting from the operation of Section 4(d);

(G) Common Stock issued upon conversion of the Preferred Stock;

(H) Common Stock issued pursuant to any equipment leasing arrangement or debt financing arrangement, which arrangement is approved by the Board of Directors and is primarily for non-equity financing purposes;

(I) Common Stock issued to persons or entities with which this corporation has business relationships, provided such issuances are approved by the Board of Directors and are primarily for non-equity financing purposes; or

(J) Common Stock that is issued, or approved to be issued (including approval on or prior to the Filing Date), with the unanimous approval of the Board of Directors of this corporation and the Board of Directors of this corporation specifically states that it shall not be Additional Stock.

(iii) In the event this corporation should at any time or from time to time after the Filing Date fix a record date for the effectuation of a split or subdivision of the outstanding shares of Common Stock or the determination of holders of Common Stock entitled to receive a dividend or other distribution payable in additional shares of Common Stock or other securities or rights convertible into, or entitling the holder thereof to receive directly or indirectly, additional shares of Common Stock (hereinafter referred to as "Common Stock Equivalents") without payment of any consideration by such holder for the additional shares of Common Stock or the Common Stock Equivalents (including the additional shares of Common Stock issuable upon conversion or exercise thereof), then, as of such record date (or the date of such dividend distribution, split or subdivision if no record date is fixed), the Conversion Price of the Preferred Stock shall be proportionately decreased so that the number of shares of Common Stock issuable on conversion of each share of such series shall be increased in proportion to such increase of the aggregate of shares of Common Stock outstanding and those issuable with respect to such Common Stock Equivalents with the number of shares issuable with respect to Common Stock Equivalents determined from time to time in the manner provided for deemed issuances in subsection 4(d)(i)(E).

(iv) If the number of shares of Common Stock outstanding at any time after the Filing Date is decreased by a combination of the outstanding shares of Common Stock, then, following the record date of such combination, the Conversion Price for the Preferred Stock shall be appropriately increased so that the number of shares of Common Stock issuable on conversion of each share of such series shall be decreased in proportion to such decrease in outstanding shares.

(e) Other Distributions. In the event this corporation shall declare a distribution payable in securities of other persons, evidences of indebtedness issued by this corporation or other persons, assets (excluding cash dividends) or options or rights not referred to in subsection 4(d)(iii), then, in each such case for the purpose of this subsection 4(e), the holders of the Preferred Stock shall be entitled to a proportionate share of any such distribution as though they were the holders of the number of shares of Common Stock of this corporation into which their shares of Preferred Stock are convertible as of the record date fixed for the determination of the holders of Common Stock of this corporation entitled to receive such distribution.

(f) Recapitalizations. If at any time or from time to time there shall be a reorganization, recapitalization, reclassification, consolidation or merger in which the Common Stock (but not the Preferred Stock) is converted into or exchanged for securities, cash, or other property (other than a subdivision, combination or merger or sale of assets transaction provided for elsewhere in this Section 4 or in Section 2) provision shall be made so that the holders of the Preferred Stock shall thereafter be entitled to receive upon conversion of the Preferred Stock the number and kind of shares of stock or other securities, cash or property of this corporation or otherwise, to which a holder of Common Stock deliverable upon conversion would have been entitled on such recapitalization. In any such case, appropriate adjustment shall be made in the application of the provisions of this Section 4 with respect to the rights of the holders of the Preferred Stock after the recapitalization to the end that the provisions of this Section 4 (including adjustment of the Conversion Price then in effect and the number of shares purchasable upon conversion of the Preferred Stock) shall be applicable after that event as nearly equivalently as may be practicable.

(g) No Fractional Shares and Certificate as to Adjustments.

(i) No fractional shares shall be issued upon the conversion of any share or shares of the Preferred Stock and the aggregate number of shares of Common Stock to be issued to particular stockholders, shall be rounded down to the nearest whole share and this corporation shall pay in cash the fair market value of any fractional shares as of the time when entitlement to receive such fractions is determined. Whether or not fractional shares would be issuable upon such conversion shall be determined on the basis of the total number of shares of Preferred Stock the holder is at the time converting into Common Stock and the number of shares of Common Stock issuable upon such conversion.

(ii) Upon the occurrence of each adjustment or readjustment of the Conversion Price of Preferred Stock pursuant to this Section 4, this corporation, at its expense, shall promptly compute such adjustment or readjustment in accordance with the terms hereof and prepare and furnish to each holder of Preferred Stock a certificate setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based. This corporation shall, upon the written request at any time of any holder of Preferred Stock, furnish or cause to be furnished to such holder a like certificate setting forth (A) such adjustment and readjustment, (B) the Conversion Price for such series of Preferred Stock at the time in effect, and (C) the number of shares of Common Stock and the amount, if any, of other property that at the time would be received upon the conversion of a share of Preferred Stock.

(h) Notices of Record Date. In the event of (i) any taking by this corporation of a record of the holders of any class of securities for the purpose of determining the holders thereof who are entitled to receive any dividend (other than a cash dividend) or other distribution, or (ii) any capital reorganization of this corporation, any reclassification of Common Stock, or any Liquidation Event, this corporation shall mail to each holder of Preferred Stock, at least ten (10) days prior to the date specified therein, a notice specifying (x) the date on which any such record is to be taken for the purpose of such dividend or distribution, and the amount and character of such dividend or distribution, or (y) the effective date on which such reorganization, reclassification or Liquidation Event is proposed to take place, and the time, if any is to be fixed, as of which the holders of record of Common Stock (or such other capital stock or securities at the time issuable upon the conversion of the Preferred Stock) shall be entitled to exchange their shares of Common Stock (or such other capital stock or securities) for securities or other property deliverable upon such reorganization, reclassification, or Liquidation Event, and the amount per share and character of such exchange applicable to the Preferred Stock and the Common Stock.

(i) Reservation of Stock Issuable Upon Conversion. This corporation shall at all times reserve and keep available out of its authorized but unissued shares of Common Stock, solely for the purpose of effecting the conversion of the shares of the Preferred Stock, such number of its shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of the Preferred Stock; and if at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of the Preferred Stock, in addition to such other remedies as shall be available to the holder of such Preferred Stock, this corporation will take such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purposes, including, without limitation, engaging in best efforts to obtain the requisite stockholder approval of any necessary amendment to this Amended and Restated Certificate of Incorporation.

(j) Waiver of Adjustment to Conversion Price. Notwithstanding anything herein to the contrary, any downward adjustment of the Conversion Price of any series of Preferred Stock may be waived, either prospectively or retroactively and either generally or in a particular instance, by the consent or vote of the holders of a majority of the outstanding shares of such series of Preferred Stock. Any such waiver shall bind all future holders of shares of such series of Preferred Stock.

5. Voting Rights.

(a) General Voting Rights. The holder of each share of Preferred Stock shall have the right to one vote for each share of Common Stock into which such Preferred Stock could then be converted, and with respect to such vote, such holder shall have full voting rights and powers equal to the voting rights and powers of the holders of Common Stock, and shall be entitled, notwithstanding any provision hereof, to notice of any stockholders' meeting in accordance with the bylaws of this corporation (the "Bylaws"), and except as provided by law or in subsection 5(b) below with respect to the election of directors, shall be entitled to vote, together with holders of Common Stock, with respect to any question upon which holders of Common Stock have the right to vote. Fractional votes shall not, however, be permitted and any fractional voting rights available on an as-converted basis (after aggregating all shares into which shares of Preferred Stock held by each holder could be converted) shall be rounded to the nearest whole number (with one-half being rounded upward).

(b) Voting for the Election of Directors. As long as at least 1,000,000 shares of Series A Preferred Stock (as adjusted for any stock splits, stock dividends, combinations, subdivisions, recapitalizations or the like) remain outstanding, the holders of such shares of Series A Preferred Stock (voting as a separate series) shall be entitled to elect one director of this corporation at any election of directors (the "Series A Director"). As long as at least 1,000,000 shares of Series B Preferred Stock (as adjusted for any stock splits, stock dividends, combinations, subdivisions, recapitalizations or the like) remain outstanding, the holders of such shares of Series B Preferred Stock (voting as a separate series) shall be entitled to elect one director of this corporation at any election of directors (the "Series B Director"). As long as any shares of Series C Preferred Stock remain outstanding, the holders of such shares of Series C Preferred Stock (voting as a separate series) shall be entitled to elect one director of this corporation at any election of directors (the "Series C Director" and, together with the Series A Director and Series B Director, each, a "Preferred Director" and, collectively, the "Preferred Directors"). The holders of outstanding Common Stock (voting as a separate series) shall be entitled to elect three (3) directors (each a "Common Director") of this corporation at any election of directors. The holders of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, and Common Stock (voting together as a single class and not as separate series, and on an as-converted basis) shall be entitled to elect one director of this corporation at any election of directors (the "Remaining Director").

(c) Votes of Each Director; Quorum. One Common Director ("Common Director #1"), in accordance with Section 141(d) of the General Corporation Law, shall be entitled to cast three (3) votes on each matter considered by the Board of Directors or any committee thereof (or any subcommittee of any committee). Each other director shall be entitled to cast one vote on each matter considered by the Board of Directors or any committee thereof (or any subcommittee of any committee). Except as otherwise provided by applicable law, at all meetings of the Board of Directors 66.66% in voting power of the total number of directors authorized shall constitute a quorum for the transaction of business. Except as otherwise provided by applicable law, at all meetings of any committee of the Board of Directors (or any subcommittee of any such committee), a majority in voting power of the directors serving on such committee or subcommittee shall constitute a quorum for the transaction of business by such committee or subcommittee. For purposes of clarity, where there are seven (7) authorized directors, by headcount, where one (1) such director is entitled to three (3) votes and where six (6) such directors are entitled to one (1) vote each, quorum shall only be achieved with the presence of six (6) director votes, regardless of whether any of such director seats is at such time vacant.

6. Protective Provisions.

(a) So long as at least 10,839,913 shares of Preferred Stock (as adjusted for any stock splits, stock dividends, combinations, subdivisions, recapitalizations or the like) remain outstanding, this corporation shall not, directly or indirectly (by amendment, merger, reorganization, consolidation, or otherwise), without (in addition to any other vote required by law or this Amended and Restated Certificate of Incorporation) first obtaining the approval (by vote or written consent, as provided by law) of the holders of a majority of the voting power of then outstanding shares of Preferred Stock (voting together as a single class and not as separate series, and on an as-converted basis):

(i) consummate a Liquidation Event or effect any other merger or consolidation of the corporation (whether consummated directly by the corporation or through a subsidiary);

(ii) amend, alter, repeal or waive any provision of this corporation's Amended and Restated Certificate of Incorporation or Bylaws;

(iii) authorize or issue any equity security (including any other security convertible into or exercisable for any such equity security) having a preference over, or being on a parity with, any series of Preferred Stock with respect to dividends, liquidation or redemption, other than the issuance of any authorized but unissued shares of Series H Preferred Stock designated in this Amended and Restated Certificate of Incorporation (including any security convertible into or exercisable for such shares of Preferred Stock);

(iv) redeem, purchase or otherwise acquire (or pay into or set aside for a sinking fund for such purpose) any share or shares of Preferred Stock or Common Stock; provided, however, that this restriction shall not apply to the repurchase of shares of Common Stock from employees, officers, directors, consultants or other persons performing services for this corporation or any subsidiary pursuant to agreements under which this corporation has the option to repurchase such shares upon the occurrence of certain events, such as the termination of employment or service, or pursuant to a right of first refusal;

(v) change the authorized number of directors of this corporation;

(vi) pay or declare any dividend on any shares of capital stock of this corporation other than (i) dividends payable on the Common Stock solely in the form of additional shares of Common Stock or (ii) dividends paid pursuant to Section 1(a) of this Article IV(B);

(vii) effect an initial public offering of Common Stock (whether consummated directly by the corporation or through a subsidiary); or

(viii) create, or, except as may already be the case on the Filing Date, hold capital stock in, any subsidiary that is not wholly owned (either directly or through one or more other subsidiaries) by this corporation, unless approved in advance (with an express reference to this provision) by the Board of Directors.

(b) So long as any shares of Series E Preferred Stock are outstanding, this corporation shall not (by amendment, merger, reorganization, consolidation or otherwise) without (in addition to any other vote required by law or this Amended and Restated Certificate of Incorporation) first obtaining the approval (by vote or written consent, as provided by law) of the holders of a majority of the then outstanding shares of Series E Preferred Stock:

(i) amend, alter, repeal, waive or change the powers, preferences or rights of the shares of Series E Preferred Stock; or

(ii) increase or decrease (other than by redemption or conversion) the number of authorized shares of Series E Preferred Stock.

Notwithstanding anything to the contrary, and for the avoidance of doubt, the creation of any senior or *pari passu* security, in and of itself, shall not require the separate vote of the Series E Preferred Stock described in this Section 6(b).

(c) So long as any shares of Series F Preferred Stock are outstanding, this corporation shall not (by amendment, merger, reorganization, consolidation or otherwise) without (in addition to any other vote required by law or this Amended and Restated Certificate of Incorporation) first obtaining the approval (by vote or written consent, as provided by law) of the Series F Requisite Holders:

(i) amend, alter, repeal, waive or change the powers, preferences or rights of the shares of Series F Preferred Stock;

(ii) increase or decrease (other than by redemption or conversion) the number of authorized shares of Series F Preferred Stock; or

(iii) reclassify, alter or amend the Series G Preferred Stock, if such reclassification, alteration or amendment would render the Series G Preferred Stock senior to the Series F Preferred Stock in respect of any dividend, liquidation or redemption right, preference or privilege or (ii) reclassify, alter or amend any of the Prior Series, if such reclassification, alteration or amendment would render any of the Prior Series senior to or pari passu with the Series F Preferred Stock in respect of any dividend, liquidation or redemption right, preference or privilege.

Notwithstanding anything to the contrary, and for the avoidance of doubt, the creation of any senior or *pari passu* security, in and of itself, shall not require the separate vote of the Series F Preferred Stock described in this Section 6(c).

(d) So long as any shares of Series G Preferred Stock are outstanding, this corporation shall not (by amendment, merger, reorganization, consolidation or otherwise) without (in addition to any other vote required by law or this Amended and Restated Certificate of Incorporation) first obtaining the approval (by vote or written consent, as provided by law) of the Series G Requisite Holders:

(i) amend, alter, repeal, waive or change the powers, preferences or rights of the shares of Series G Preferred Stock;

(ii) increase or decrease (other than by redemption or conversion) the number of authorized shares of Series G Preferred Stock; or

(iii) reclassify, alter or amend the Series F Preferred Stock, if such reclassification, alteration or amendment would render the Series F Preferred Stock senior to the Series G Preferred Stock in respect of any dividend, liquidation or redemption right, preference or privilege or (ii) reclassify, alter or amend any of the Prior Series, if such reclassification, alteration or amendment would render any of the Prior Series senior to or pari passu with the Series G Preferred Stock in respect of any dividend, liquidation or redemption right, preference or privilege.

Notwithstanding anything to the contrary, and for the avoidance of doubt, the creation of any senior or *pari passu* security, in and of itself, shall not require the separate vote of the Series G Preferred Stock described in this Section 6(d).

(e) So long as any shares of Series H Preferred Stock are outstanding, this corporation shall not (by amendment, merger, reorganization, consolidation or otherwise) without (in addition to any other vote required by law or this Amended and Restated Certificate of Incorporation) first obtaining the approval (by vote or written consent, as provided by law) of the holders of a majority of the outstanding shares of Series H Preferred Stock (voting as a separate series and on an as-converted basis):

(i) amend, alter, repeal, waive or change the powers, preferences or rights of the shares of Series H Preferred Stock (including, for the avoidance of doubt, any amendment, alteration, repeal, waiver or change to Sections 1(a), 2(a), 2(d), 2(e), 4(b), 4(j) or this 6(e) of Article IV(B));

(ii) increase or decrease (other than by redemption or conversion in accordance with this Amended and Restated Certificate of Incorporation) the number of authorized shares of Series H Preferred Stock; or

(iii) issue additional shares of Series H Preferred Stock unless such issuance is effected pursuant to the terms of the Series H Preferred Stock Purchase Agreement.

Notwithstanding anything to the contrary, and for the avoidance of doubt, the creation of any senior or *pari passu* security, in and of itself, shall not require the separate vote of the Series H Preferred Stock described in this Section 6(e).

7. Status of Converted Stock. In the event any shares of Preferred Stock shall be converted pursuant to Section 4 hereof, the shares so converted shall be cancelled and shall not be issuable by this corporation. The Amended and Restated Certificate of Incorporation of this corporation shall be appropriately amended to effect the corresponding reduction in this corporation's authorized capital stock.

8. Notices. Any notice required by the provisions of this Article IV(B) to be given to the holders of shares of Preferred Stock shall be deemed given (i) if deposited in the United States mail, postage prepaid, and addressed to each holder of record at his, her or its address appearing on the books of this corporation, (ii) if such notice is provided by electronic transmission in a manner permitted by Section 232 of the General Corporation Law, or (iii) if such notice is provided in another manner then permitted by the General Corporation Law.

C. Common Stock. The rights, preferences, privileges and restrictions granted to and imposed on the Common Stock are as set forth below in this Article IV(C).

1. Dividend Rights. Subject to the prior rights of holders of all classes of stock at the time outstanding having prior rights as to dividends, the holders of the Common Stock shall be entitled to receive, when, as and if declared by the Board of Directors, out of any assets of this corporation legally available therefor, any dividends as may be declared from time to time by the Board of Directors.

2. Liquidation Rights. Upon the liquidation, dissolution or winding up of this corporation, the assets of this corporation shall be distributed as provided in Section 2 of Article IV(B) hereof.

3. Redemption. The Common Stock is not redeemable at the option of the holder.

4. Voting Rights. The holder of each share of Common Stock shall have the right to one vote for each such share, and shall be entitled to notice of any stockholders' meeting in accordance with the Bylaws, and shall be entitled to vote upon such matters and in such manner as may be provided by law; provided, however, that, except as otherwise required by law, holders of Common Stock, as such, shall not be entitled to vote on any amendment to this Amended and Restated Certificate of Incorporation that relates solely to the terms of one or more outstanding series of Preferred Stock if the holders of such affected series are entitled, either separately or together with the holders of one or more other such series, to vote thereon pursuant to this Amended and Restated Certificate of Incorporation or pursuant to the General Corporation Law. The number of authorized shares of Common Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority of the stock of this corporation entitled to vote, irrespective of the provisions of Section 242(b)(2) of the General Corporation Law.

ARTICLE V

Except as otherwise provided in this Amended and Restated Certificate of Incorporation, in furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to make, repeal, alter, amend and rescind any or all of the Bylaws.

ARTICLE VI

Except as otherwise provided in any voting or stockholders agreement to which this corporation is a party, the number of directors of this corporation shall be determined in the manner set forth in the Bylaws.

ARTICLE VII

Elections of directors need not be by written ballot unless the Bylaws shall so provide.

ARTICLE VIII

Meetings of stockholders may be held within or without the State of Delaware, as the Bylaws may provide. The books of this corporation may be kept (subject to any provision contained in the statutes) outside the State of Delaware at such place or places as may be designated from time to time by the Board of Directors or in the Bylaws.

ARTICLE IX

A director of this corporation shall not be personally liable to this corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to this corporation or its stockholders, (ii) for acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the General Corporation Law, or (iv) for any transaction from which the director derived any improper personal benefit. If the General Corporation Law is amended after approval by the stockholders of this Article IX to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of this corporation shall be eliminated or limited to the fullest extent permitted by the General Corporation Law as so amended.

Any amendment, repeal or modification of the foregoing provisions of this Article IX by the stockholders of this corporation shall not adversely affect any right or protection of a director of this corporation existing at the time of, or increase the liability of any director of this corporation with respect to any acts or omissions of such director occurring prior to, such amendment, repeal or modification.

ARTICLE X

Except as otherwise provided in this Amended and Restated Certificate of Incorporation, this corporation reserves the right to amend, alter, change or repeal any provision contained in this Amended and Restated Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

ARTICLE XI

1. Right to Indemnification of Directors and Officers. This corporation shall indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, any person (an "Indemnified Person") who was or is made or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "Proceeding"), by reason of the fact that such person, or a person for whom such person is the legal representative, is or was a director or officer of this corporation or, while a director or officer of this corporation, is or was serving at the request of this corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, limited liability company, trust, enterprise or nonprofit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses (including attorneys' fees) reasonably incurred by such Indemnified Person in such Proceeding. Notwithstanding the preceding sentence, except as otherwise provided in Section 3 of this Article XI, this corporation shall be required to indemnify an Indemnified Person in connection with a Proceeding (or part thereof) commenced by such Indemnified Person only if the commencement of such Proceeding (or part thereof) by the Indemnified Person was authorized in advance by the Board of Directors.

2. Prepayment of Expenses of Directors and Officers. This corporation shall pay the expenses (including attorneys' fees) incurred by an Indemnified Person in defending any Proceeding in advance of its final disposition, provided, however, that, to the extent required by law, such payment of expenses in advance of the final disposition of the Proceeding shall be made only upon receipt of an undertaking by the Indemnified Person to repay all amounts advanced if it should be ultimately determined that the Indemnified Person is not entitled to be indemnified under this Article XI or otherwise.

3. Claims by Directors and Officers. If a claim for indemnification or advancement of expenses under this Article XI is not paid in full within thirty (30) days after a written claim therefor by the Indemnified Person has been received by this corporation, the Indemnified Person may file suit to recover the unpaid amount of such claim and, if successful in whole or in part, shall be entitled to be paid the expense of prosecuting such claim. In any such action this corporation shall have the burden of proving that the Indemnified Person is not entitled to the requested indemnification or advancement of expenses under applicable law.

4. Indemnification of Employees and Agents. This corporation may indemnify and advance expenses to any person who was or is made or is threatened to be made or is otherwise involved in any Proceeding by reason of the fact that such person, or a person for whom such person is the legal representative, is or was an employee or agent of this corporation or, while an employee or agent of this corporation, is or was serving at the request of this corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, limited liability company, trust, enterprise or nonprofit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses (including attorneys' fees) reasonably incurred by such person in connection with such Proceeding. The ultimate determination of entitlement to indemnification of persons who are non-director or officer employees or agents shall be made in such manner as is determined by the Board of Directors in its sole discretion. Notwithstanding the foregoing sentence, this corporation shall not be required to indemnify a person in connection with a Proceeding initiated by such person if the Proceeding was not authorized in advance by the Board of Directors.

5. Advancement of Expenses of Employees and Agents. This corporation may pay the expenses (including attorneys' fees) incurred by an employee or agent in defending any Proceeding in advance of its final disposition on such terms and conditions as may be determined by the Board of Directors.

6. Non-Exclusivity of Rights. The rights conferred on any person by this Article XI shall not be exclusive of any other rights which such person may have or hereafter acquire under any statute, provision of this Amended and Restated Certificate of Incorporation, the Bylaws, agreement, vote of stockholders or disinterested directors or otherwise.

7. Other Indemnification. This corporation's obligation, if any, to indemnify any person who was or is serving at its request as a director, officer or employee of another corporation, partnership, limited liability company, joint venture, trust, organization or other enterprise shall be reduced by any amount such person may collect as indemnification from such other corporation, partnership, limited liability company, joint venture, trust, organization or other enterprise.

8. Insurance. The Board of Directors may, to the full extent permitted by applicable law as it presently exists, or may hereafter be amended from time to time, authorize an appropriate officer or officers to purchase and maintain at this corporation's expense insurance: (a) to indemnify this corporation for any obligation which it incurs as a result of the indemnification of directors, officers and employees under the provisions of this Article XI; and (b) to indemnify or insure directors, officers and employees against liability in instances in which they may not otherwise be indemnified by this corporation under the provisions of this Article XI.

9. Amendment or Repeal. Any repeal or modification of the foregoing provisions of this Article XI shall not adversely affect any right or protection hereunder of any person in respect of any act or omission occurring prior to the time of such repeal or modification. The rights provided hereunder shall inure to the benefit of any Indemnified Person and such person's heirs, executors and administrators.

ARTICLE XII

To the extent one or more sections of any other state corporations code setting forth minimum requirements for this corporation's retained earnings and/or net assets are applicable to this corporation's repurchase of shares of Common Stock, such code sections shall not apply, to the greatest extent permitted by applicable law, in whole or in part with respect to repurchases by this corporation of its Common Stock from employees, officers, directors, advisors, consultants or other persons performing services for this corporation or any subsidiary pursuant to agreements under which this corporation has the right to repurchase such shares at cost upon the occurrence of certain events, such as the termination of employment. In the case of any such repurchases, distributions by this corporation may be made without regard to the "preferential dividends arrears amount" or any "preferential rights amount," as such terms may be defined in such other state's corporations code.

ARTICLE XIII

This corporation renounces, to the fullest extent permitted by law, any interest or expectancy of this corporation in, or in being offered an opportunity to participate in, any Excluded Opportunity. An "Excluded Opportunity" is any matter, transaction or interest that is presented to, or acquired, created or developed by, or which otherwise comes into the possession of (i) any director of this corporation who is not an employee of this corporation or any of its subsidiaries, or (ii) any holder of Series C Preferred Stock, Series D Preferred Stock, Series E Preferred Stock, Series F Preferred Stock, Series G Preferred Stock or Series H Preferred Stock or any partner, member, director, stockholder, employee or agent of any such holder, other than someone who is an employee of this corporation or any of its subsidiaries (collectively, "Covered Persons"), unless such matter, transaction or interest is presented to, or acquired, created or developed by, or otherwise comes into the possession of, a Covered Person expressly and solely in such Covered Person's capacity as a director of this corporation.

ARTICLE XIV

A. Forum Selection. Unless this corporation consents in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware (or, if the Court of Chancery does not have jurisdiction, the federal district court for the District of Delaware) shall, to the fullest extent permitted by law, be the sole and exclusive forum for (1) any derivative action or proceeding brought on behalf of this corporation, (2) any action asserting a claim of breach of a fiduciary duty owed by any director, officer or other employee of this corporation to this corporation or this corporation's stockholders, (3) any action arising pursuant to any provision of the General Corporation Law or this Amended and Restated Certificate of Incorporation or the Bylaws (as either may be amended from time to time), or (4) any action asserting a claim governed by the internal affairs doctrine. Any person or entity purchasing or otherwise acquiring or holding any interest in shares of capital stock of this corporation shall be deemed to have notice of and consented to the provisions of this Article XIV.

B. Personal Jurisdiction. If any action the subject matter of which is within the scope of Section A immediately above is filed in a court other than a court located within the State of Delaware (a "Foreign Action") in the name of any stockholder, such stockholder shall be deemed to have consented to (i) the personal jurisdiction of the state and federal courts located within the State of Delaware in connection with any action brought in any such court to enforce Section A immediately above (an "FSC Enforcement Action") and (ii) having service of process made upon such stockholder in any such FSC Enforcement Action by service upon such stockholder's counsel in the Foreign Action as agent for such stockholder.

* * *

THIRD: The foregoing amendment and restatement was approved by the holders of the requisite number of shares of said corporation in accordance with Section 228 of the General Corporation Law.

FOURTH: That said Amended and Restated Certificate of Incorporation, which restates and integrates and further amends the provisions of this corporation's Amended and Restated Certificate of Incorporation, has been duly adopted in accordance with Sections 242 and 245 of the General Corporation Law.

IN WITNESS WHEREOF, this Amended and Restated Certificate of Incorporation has been executed by a duly authorized officer of this corporation on this 14th day of October, 2020.

/s/ Piotr Szulczewski

Piotr Szulczewski, President

SIGNATURE PAGE TO THE AMENDED AND RESTATED CERTIFICATE OF INCORPORATION

Exhibit 3.2

CONTEXTLOGIC INC.

RESTATED CERTIFICATE OF INCORPORATION

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

1. The name of this corporation is ContextLogic Inc. The date of the filing of its original Certificate of Incorporation with the Secretary of State was June 25, 2010.

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

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

Dated: , 2020

ContextLogic Inc.

By: _____
Name: Peter Szulczewski
Title: Chief Executive Officer

EXHIBIT A

CONTEXTLOGIC INC.
RESTATED CERTIFICATE OF INCORPORATION

ARTICLE I:
NAME

The name of this corporation is ContextLogic Inc. (the "***Corporation***").

ARTICLE II:
AGENT FOR SERVICE OF PROCESS

The address of the registered office of the Corporation in the State of Delaware is 251 Little Falls Drive, Wilmington, DE 19808, and the name of the registered agent of the Corporation in the State of Delaware at such address is Corporation Service Company.

ARTICLE III:
PURPOSE

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

ARTICLE IV:
AUTHORIZED STOCK

1. Total Authorized.

1.1 The total number of shares of all classes of stock that the Corporation has authority to issue is 3,600,000,000 shares, consisting of three classes: 3,000,000,000 shares of Class A Common Stock, $0.0001 par value per share ("***Class A Common Stock***"), 500,000,000 shares of Class B Common Stock, $0.0001 par value per share ("***Class B Common Stock***" and together with the Class A Common Stock, the "***Common Stock***"), and 100,000,000 shares of Preferred Stock, $0.0001 par value per share (the "***Preferred Stock***").

1.2 The number of authorized shares of Class A Common Stock or Class B Common Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote (or written consent if action by written consent of stockholders is permitted at such time under this Restated Certificate of Incorporation) of the holders of capital stock representing a majority of the voting power of all the then-outstanding shares of capital stock of the Corporation entitled to vote thereon, irrespective of the provisions of Section 242(b)(2) of the General Corporation Law, and no vote of the holders of the Class A Common Stock or Class B Common Stock voting separately as a class shall be required therefor.

2. Preferred Stock.

2.1 The Corporation's Board of Directors ("***Board of Directors***") is authorized, subject to any limitations prescribed by the law of the State of Delaware, by resolution or resolutions adopted from time to time, to provide for the issuance of shares of Preferred Stock in one or more series, and, by filing a certificate of designation pursuant to the applicable law of the State of Delaware ("***Certificate of Designation***"), to establish from time to time the number of shares to be included in each such series, to fix the designation, powers (including voting powers), preferences and relative, participating, optional or other special rights (and the qualifications, limitations or restrictions thereof) of the shares of each such series and, except where otherwise provided in the applicable Certificate of Designation, to increase (but not above the total number of authorized shares of the Preferred Stock) or decrease (but not below the number of shares of such series then outstanding) the number of shares of any such series. The number of authorized shares of Preferred Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote (or written consent if action by written consent of stockholders is permitted at such time under this Restated Certificate of Incorporation) of the holders of a majority of the voting power of all the then-outstanding shares of capital stock of the Corporation entitled to vote thereon, without a separate vote of the holders of the Preferred Stock, irrespective of the provisions of Section 242(b)(2) of the General Corporation Law, unless a separate vote of the holders of one or more series of Preferred Stock is required pursuant to the terms of any Certificate of Designation.

2.2 Except as otherwise expressly provided in any Certificate of Designation designating any series of Preferred Stock pursuant to the foregoing provisions of this Article IV, (i) any new series of Preferred Stock may be designated, fixed and determined as provided herein by the Board of Directors without approval of the holders of Common Stock or the holders of Preferred Stock, or any series thereof, and (ii) any such new series may have powers, preferences and rights, including, without limitation, voting powers, dividend rights, liquidation rights, redemption rights and conversion rights, senior to, junior to or pari passu with the rights of the Common Stock, any series of the Preferred Stock, or any future class or series of capital stock of the Corporation.

3. Rights of Class A Common Stock and Class B Common Stock.

3.1 Equal Status. Except as otherwise provided in this Restated Certificate of Incorporation or required by applicable law, shares of Class A Common Stock and Class B Common Stock shall have the same rights and powers, rank equally (including as to dividends and distributions, and upon any liquidation, dissolution or winding up of the Corporation), share ratably and be identical in all respects and as to all matters.

3.2 Voting Rights. Except as otherwise expressly provided by this Restated Certificate of Incorporation or as provided by applicable law, the holders of shares of Class A Common Stock and Class B Common Stock shall (a) at all times vote together as a single class on all matters (including the election of directors) submitted to a vote or for the consent (if action by written consent of stockholders is permitted at such time under this Restated Certificate of Incorporation) of the stockholders of the Corporation, (b) be entitled to notice of any stockholders' meeting in accordance with the Bylaws of the Corporation (as the same may be amended and/or restated from time to time, the "***Bylaws***") and (c) be entitled to vote upon such matters and in such manner as may be provided by applicable law; provided, however, that, except as otherwise required by applicable law, holders of shares of Class A Common Stock and Class B Common Stock shall not be entitled to vote on any amendment to this Restated Certificate of Incorporation (including any Certificate of Designation relating to any series of Preferred Stock) that relates solely to the terms of one or more outstanding series of Preferred Stock if the holders of such affected series are entitled, either separately or together as a class with the holders of one or more other such series, to vote thereon pursuant to this Restated Certificate of Incorporation (including any Certificate of Designation relating to any series of Preferred Stock). Except as otherwise expressly provided herein or required by applicable law, each holder of Class A Common Stock shall have the right to one (1) vote per share of Class A Common Stock held of record by such holder and each holder of Class B Common Stock shall have the right to twenty (20) votes per share of Class B Common Stock held of record by such holder.

3.3 Dividends and Distribution Rights. Shares of Class A Common Stock and Class B Common Stock shall be treated equally, identically and ratably, on a per share basis, with respect to any dividends or distributions as may be declared and paid from time to time by the Board of Directors out of any assets of the Corporation legally available therefor; provided, however, that in the event a dividend is paid in the form of shares of Class A Common Stock or Class B Common Stock (or rights to acquire such shares), then holders of Class A Common Stock shall receive shares of Class A Common Stock (or rights to acquire such shares, as the case may be) and holders of Class B Common Stock shall receive shares of Class B Common Stock (or rights to acquire such shares, as the case may be), with holders of shares of Class A Common Stock and Class B Common Stock receiving, on a per share basis, an identical number of shares of Class A Common Stock or Class B Common Stock, as applicable. Notwithstanding the foregoing, the Board of Directors may pay or make a disparate dividend or distribution per share of Class A Common Stock or Class B Common Stock (whether in the amount of such dividend or distribution payable per share, the form in which such dividend or distribution is payable, the timing of the payment, or otherwise) if such disparate dividend or distribution is approved in advance by the affirmative vote (or written consent if action by written consent of stockholders is permitted at such time under this Restated Certificate of Incorporation) 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.

3.4 Subdivisions, Combinations or Reclassifications. Shares of Class A Common Stock or Class B Common Stock may not be subdivided, combined or reclassified unless the shares of the other class are concurrently therewith proportionately subdivided, combined or reclassified in a manner that maintains the same proportionate equity ownership between the holders of the outstanding Class A Common Stock and Class B Common Stock on the record date for such subdivision, combination or reclassification; provided, however, that shares of one such class may be subdivided, combined or reclassified in a different or disproportionate manner if such subdivision, combination or reclassification is approved in advance by the affirmative vote (or written consent if action by written consent of stockholders is permitted at such time under this Restated Certificate of Incorporation) 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.

3.5 Liquidation, Dissolution or Winding Up. Subject to the preferential or other rights of any holders of Preferred Stock then outstanding, upon the liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, holders of Class A Common Stock and Class B Common Stock will be entitled to receive ratably all assets of the Corporation available for distribution to its stockholders unless disparate or different treatment of the shares of each such class with respect to distributions upon any such liquidation, dissolution or winding up is approved in advance by the affirmative vote (or written consent if action by written consent of stockholders is permitted at such time under this Restated Certificate of Incorporation) 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.

3.6 Merger or Consolidation. In the case of any distribution or payment in respect of the shares of Class A Common Stock or Class B Common Stock upon the merger or consolidation of the Corporation with or into any other entity, or in the case of any other transaction having an effect on stockholders substantially similar to that resulting from a merger or consolidation, such distribution or payment shall be made ratably on a per share basis among the holders of the Class A Common Stock and Class B Common Stock as a single class; provided, however, that shares of one such class may receive different or disproportionate distributions or payments in connection with such merger, consolidation or

other transaction if (i) the only difference in the per share distribution to the holders of the Class A Common Stock and Class B Common Stock is that any securities distributed to the holder of a share Class B Common Stock have twenty times the voting power of any securities distributed to the holder of a share of Class A Common Stock, or (ii) such merger, consolidation or other transaction is approved by the affirmative vote (or written consent if action by written consent of stockholders is permitted at such time under this Restated Certificate of Incorporation) 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.

3.7 Change in Control Class B Vote. Until the first date on which the outstanding shares of Class B Common Stock represent less than twenty-five percent (25%) of the total voting power of the then outstanding shares of capital stock of the Corporation then entitled to vote generally in the election of directors, the Corporation shall not consummate a Change in Control Transaction (as defined in Section 5 of Article V) without first obtaining the affirmative vote (or written consent if action by written consent of stockholders is permitted at such time under this Restated Certificate of Incorporation) of the holders of a majority of the then outstanding shares of Class B Common Stock, voting as a separate class, in addition to any other vote required by applicable law, this Restated Certificate of Incorporation or the Bylaws.

3.8 So long as any shares of Class B Common Stock remain outstanding, the Corporation shall not, without the approval by vote or written consent of the holders of a majority of the voting power of the Class B Common Stock then outstanding, voting together as a single class, directly or indirectly, or whether by amendment, or through merger, recapitalization, consolidation or otherwise:

(i) amend, alter, or repeal any provision of the Certificate of Incorporation or the Bylaws hat modifies the voting, conversion or other powers, preferences, or other special rights or privileges, or restrictions of the Class B Common Stock; or

(ii) reclassify any outstanding shares of Class A Common Stock of the Corporation into shares having rights as to dividends or liquidation that are senior to the Class B Common Stock or the right to more than one (1) vote for each share thereof.

ARTICLE V:
CLASS B COMMON STOCK CONVERSION

1. Optional Conversion. Each share of Class B Common Stock shall be convertible into one (1) fully paid and nonassessable share of Class A Common Stock at the option of the holder thereof at any time upon written notice to the Corporation. Before any holder of Class B Common Stock shall be entitled to convert any of such holder's shares of such Class B Common Stock into shares of Class A Common Stock, such holder shall deliver an instruction, duly signed and authenticated in accordance with any procedures set forth in the Bylaws or any policies of the Corporation then in effect, at the principal corporate office of the Corporation or of any transfer agent for the Class B Common Stock, and shall give written notice to the Corporation at its principal corporate office of such holder's election to convert the same and shall state therein the name or names in which the shares of Class A Common Stock issuable on conversion thereof are to be registered on the books of the Corporation. The Corporation shall, as soon as practicable thereafter, register on the Corporation's books ownership of the number of shares of Class A Common Stock to which such record holder of Class B Common Stock, or to which the nominee or nominees of such record holder, shall be entitled as aforesaid. Such conversion shall be deemed to have occurred immediately prior to the close of business on the date such notice of the election to convert is received by the Corporation, and the person or persons entitled to receive the shares of Class A Common Stock issuable upon such conversion shall be treated for all purposes as the record holder or holders of such shares of Class A Common Stock as of such date.

2. Automatic Conversion of all Outstanding Class B Common Stock. Each share of Class B Common Stock shall automatically, without further action by the Corporation or the holder thereof, be converted into one (1) fully paid and nonassessable share of Class A Common Stock immediately prior to the close of business on the earliest to occur of (i) the date that is seven (7) years after the Initial Public Offering Closing (as defined below), (ii) the date on which the outstanding shares of Class B Common Stock represent less than five percent (5%) of the aggregate number of shares of Class A Common Stock and Class B Common Stock then outstanding, (iii) the date specified by the affirmative vote (or written consent if action by written consent of stockholders is permitted at such time under this Restated Certificate of Incorporation) of the holders of Class B Common Stock representing a majority of the outstanding shares of Class B Common Stock, voting as a separate class, or (iv) the date that is (A) ninety (90) days after the date of the death or Incapacity of the Founder or (B) such later date, not to exceed a total period of two hundred and seventy (270) days after the date of the death or Incapacity of the Founder, as may be approved prior to the date that is ninety (90) days after the date of death or Incapacity of the Founder by a majority of the Independent Directors then in office, with such later date, if any, maintained by the secretary of the Corporation in writing as part of the books and records of the Corporation, a copy of which shall be furnished, without cost, to any stockholder who makes a request therefor (each event referred to in (i), (ii), (iii) and (iv) is referred to herein as a "***Final Automatic Conversion***"). The Corporation shall provide notice of the Final Automatic Conversion of shares of Class B Common Stock pursuant to this Section 2 of Article V to record holders of such shares of Class B Common Stock as soon as practicable following the Final Automatic Conversion. Such notice shall be provided by any means then permitted by the General Corporation Law; provided, however, that no failure to give such notice nor any defect therein shall affect the validity of the Final Automatic Conversion. Upon and after the Final Automatic Conversion, the person registered on the Corporation's books as the record holder of the shares of Class B Common Stock so converted immediately prior to the Final Automatic Conversion shall be registered on the Corporation's books as the record holder of the shares of Class A Common Stock issued upon the Final Automatic Conversion of such shares of Class B Common Stock, without further action on the part of the record holder thereof. Immediately upon the effectiveness of the Final Automatic Conversion, the rights of the holders of shares of Class B Common Stock as such shall cease, and the holders shall be treated for all purposes as having become the record holder or holders of such shares of Class A Common Stock into which such shares of Class B Common Stock were converted.

3. Conversion on Transfer. Each share of Class B Common Stock shall automatically, without further action by the Corporation or the holder thereof, be converted into one (1) fully paid and nonassessable share of Class A Common Stock, upon the occurrence of (i) a Transfer (as defined below), other than a Permitted Transfer (as defined below), of such share of Class B Common Stock or (ii) other than with respect to the Founder, the death of the holder of such share if such holder is a natural person.

4. Policies and Procedures. The Corporation may, from time to time, as it may deem necessary or advisable, establish such policies and procedures, not in violation of applicable law or this Restated Certificate of Incorporation or the Bylaws, relating to the conversion of shares of the Class B Common Stock into shares of Class A Common Stock. If the Corporation has reason to believe that a Transfer that is not a Permitted Transfer has occurred, the Corporation may request that the purported transferor furnish affidavits or other evidence to the Corporation as it reasonably deems necessary to determine whether a Transfer that is not a Permitted Transfer has occurred, and if such transferor does not within ten (10) days after the date of such request furnish sufficient evidence to the Corporation (in the manner provided in the request) to enable the Corporation to determine that no such Transfer has occurred, any such shares of Class B Common Stock, to the extent not previously converted, shall be automatically converted into shares of Class A Common Stock at the close of business on the tenth (10^{th}) day following such request, and such conversion shall thereupon be registered on the books and records

of the Corporation. In connection with any action of stockholders taken at a meeting or by written consent (if action by written consent of stockholders is permitted at such time under this Restated Certificate of Incorporation), the stock ledger of the Corporation shall be presumptive evidence as to who are the stockholders entitled to vote in person or by proxy at any meeting of stockholders or in connection with any such written consent and the classes of shares held by each such stockholder and the number of shares of each class held by such stockholder.

5. Definitions.

(a) "***Change in Control Transaction***" shall mean the occurrence of any of the following events:

(i) the sale, lease, exchange, encumbrance or other disposition (other than licenses that do not constitute an effective disposition of all or substantially all of the assets of the Corporation and its subsidiaries taken as a whole, and the grant of security interests in the ordinary course of business) by the Corporation of all or substantially all of the Corporation's assets; or

(ii) the merger or consolidation of the Corporation with or into any other entity, other than a merger or consolidation that would result in the Class B Common Stock of the Corporation outstanding immediately prior thereto representing (either by remaining outstanding or by being converted into voting securities of the surviving entity or its sole parent entity) more than fifty percent (50%) of the total voting power represented by the voting securities of the Corporation or such surviving entity or its sole parent entity outstanding immediately after such merger or consolidation.

(b) "***Convertible Security***" shall mean any evidences of indebtedness or other securities (other than shares of Class B Common Stock) convertible into or exchangeable for Class B Common Stock, either directly or indirectly.

(c) "***Securities Act***" shall mean the Securities Act of 1933, as amended.

(d) "***Family Member***" shall mean with respect to any natural person who is a Qualified Stockholder, the spouse, domestic partner, parents, grandparents, lineal descendants, siblings and lineal descendants of siblings of such Qualified Stockholder. Lineal descendants shall include adopted persons, but only so long as they are adopted while a minor.

(e) "***Founder***" shall mean Piotr Szulczewski, an individual.

(f) "***Incapacity***" shall mean, with respect to an individual, that such individual is incapable of managing his or her financial affairs under the criteria set forth in the applicable probate code, that can be expected to result in death, or which has lasted or can be expected to last for a continuous period of not less than twelve (12) months as determined by a licensed medical practitioner. In the event of a dispute regarding whether an individual has suffered an Incapacity, no Incapacity of such individual will be deemed to have occurred unless and until an affirmative ruling regarding such Incapacity has been made by a court of competent jurisdiction.

(g) "***Independent Directors***" shall mean members of the Board of Directors that are not officers or otherwise employees of the Corporation or its subsidiaries; provided that a director shall not be considered an officer or employee of the Corporation solely due to such director's position as a member of the Board of Directors or the board of directors or similar governing body of one or more subsidiaries of the Corporation or such director's service as a non-executive chairman, lead independent director or in any similar capacity.

(h) "***Initial Public Offering Closing***" shall mean the closing of the Corporation's initial public offering pursuant to an effective registration statement under the Securities Act covering the offer and sale of Class A Common Stock to the public.

(i) "***IPO Date***" means , 2020.

(j) "***Option***" shall mean rights, options, restricted stock units or warrants to subscribe for, purchase or otherwise acquire Class B Common Stock or Convertible Securities (as defined above).

(k) "***Parent***" of an entity shall mean any entity that directly or indirectly owns or controls a majority of the voting power of the voting securities of such entity.

(l) "***Permitted Entity***" shall mean with respect to a Qualified Stockholder: (a) a Permitted Trust solely for the benefit of (1) such Qualified Stockholder, (2) one or more Family Members of such Qualified Stockholder, or (3) any other Permitted Entity of such Qualified Stockholder; or (b) any general partnership, limited partnership, limited liability company, corporation or other entity exclusively owned by (1) such Qualified Stockholder, (2) one or more Family Members of such Qualified Stockholder, or (3) any other Permitted Entity of such Qualified Stockholder.

(m) "***Permitted Transfer***" shall mean, and be restricted to, any Transfer of a share of Class B Common Stock:

(i) by a Qualified Stockholder to (A) one or more Family Members of such Qualified Stockholder, (B) any Permitted Entity of such Qualified Stockholder, (C) to such Qualified Stockholder's revocable living trust, which revocable living trust is itself both a Permitted Trust and a Qualified Stockholder or (D) the Founder; or

(ii) by a Permitted Entity of a Qualified Stockholder to (A) such Qualified Stockholder or one or more Family Members of such Qualified Stockholder, or (B) any other Permitted Entity of such Qualified Stockholder.

(n) "***Permitted Transferee***" shall mean a transferee of shares of Class B Common Stock received in a Permitted Transfer.

(o) "***Permitted Trust***" shall mean a bona fide trust where each trustee is (i) a Qualified Stockholder, (ii) a Family Member, or (iii) a professional in the business of providing trustee services, including private professional fiduciaries, trust companies and bank trust departments.

(p) "***Person***" shall mean a natural person, corporation, limited liability company, partnership, joint venture, trust, unincorporated association or other legal entity.

(q) "***Qualified Stockholder***" shall mean: (a) the record holder of a share of Class B Common Stock as of the IPO Date; (b) the initial registered holder of any shares of Class B Common Stock that are originally issued by the Corporation after the IPO Date pursuant to the exercise or conversion of any Option or Convertible Security that, in each case, was outstanding as of the IPO Date; (c) each natural person who, prior to the IPO Date, Transferred shares of capital stock of the Corporation to a Permitted Entity that is or becomes a Qualified Stockholder; (d) each natural person who Transferred shares of, or equity awards for, Class B Common Stock (including any Option exercisable or Convertible Security exchangeable for or convertible into shares of Class B Common Stock) to a Permitted Entity that is or becomes a Qualified Stockholder; and (e) a Permitted Transferee.

(r) "***Transfer***" of a share of Class B Common Stock shall mean any sale, assignment, transfer, conveyance, hypothecation or other transfer or disposition of such share or any legal or beneficial interest in such share, whether or not for value and whether voluntary or involuntary or by operation of law, including, without limitation, a transfer of a share of Class B Common Stock to a broker or other nominee (regardless of whether there is a corresponding change in beneficial ownership), or the transfer of, or entering into a binding agreement with respect to, Voting Control over such share by proxy or otherwise; provided, however, that the following shall not be considered a "***Transfer***" within the meaning of this Section 5 of Article V:

(i) the granting of a revocable proxy to officers or directors of the Corporation at the request of the Board of Directors in connection with actions to be taken at an annual or special meeting of stockholders or in connection with any action by written consent of the stockholders solicited by the Board of Directors (if action by written consent of stockholders is permitted at such time under this Restated Certificate of Incorporation);

(ii) entering into a voting trust, agreement or arrangement (with or without granting a proxy) solely with stockholders who are holders of Class B Common Stock that (A) is disclosed either in a Schedule 13D filed with the Securities and Exchange Commission or in writing to the Secretary of the Corporation, (B) either has a term not exceeding one (1) year or is terminable by the holder of the shares subject thereto at any time and (C) does not involve any payment of cash, securities, property or other consideration to the holder of the shares subject thereto other than the mutual promise to vote shares in a designated manner;

(iii) entering into a voting trust, agreement or arrangement (with or without granting a proxy) pursuant to a written agreement to which the Corporation is a party;

(iv) the pledge of shares of Class B Common Stock by a stockholder that creates a mere security interest in such shares pursuant to a bona fide loan or indebtedness transaction for so long as such stockholder continues to exercise Voting Control over such pledged shares; provided, however, that a foreclosure on such shares or other similar action by the pledgee shall constitute a Transfer unless such foreclosure or similar action qualifies as a Permitted Transfer;

(v) the fact that, as of the IPO Date or at any time after the IPO Date, the spouse of any holder of Class B Common Stock possesses or obtains an interest in such holder's shares of Class B Common Stock arising solely by reason of the application of the community property laws of any jurisdiction, so long as no other event or circumstance shall exist or have occurred that constitutes a Transfer of such shares of Class B Common Stock; provided that any transfer of shares by any holder of shares of Class B Common Stock to such holder's spouse, including a transfer in connection with a divorce proceeding, domestic relations order or similar legal requirement, shall constitute a "***Transfer***" of such shares of Class B Common Stock unless otherwise exempt from the definition of Transfer;

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

(vii) in connection with a merger or consolidation of the Corporation with or into any other entity, or in the case of any other transaction having an effect on stockholders substantially similar to that resulting from a merger or consolidation, that has been approved by the Board of Directors, the entering into a support, voting, tender or similar agreement or arrangement (in each case, with or without the grant of a proxy) that has also been approved by the Board of Directors; or

(viii) granting a proxy by the Founder or the Founder's Permitted Transferees to a Person designated by the Founder and approved, in advance, by a majority of the Independent Directors then in office to exercise dispositive power and/or Voting Control of shares of Class B Common Stock owned directly or indirectly, beneficially and of record, by the Founder, the Founder's Permitted Transferees, the Founder's estate or the Founder's heirs, effective either (A) upon the death of the Founder or (B) during or following any Incapacity of the Founder, including the exercise of such proxy by such Person.

A Transfer shall also be deemed to have occurred with respect to a share of Class B Common Stock beneficially held by (i) an entity that is a Permitted Entity, if there occurs any act or circumstance that causes such entity to no longer be a Permitted Entity or (ii) an entity that is a Qualified Stockholder, if, in either case, there occurs a Transfer on a cumulative basis, from and after the IPO Date, of a majority of the voting power of the voting securities of such entity or any direct or indirect Parent of such entity, other than a Transfer to parties that are, as of the IPO Date, holders of voting securities of any such entity or Parent of such entity.

(s) "***Voting Control***" shall mean, with respect to a share of Class B Common Stock, the power (whether exclusive or shared) to vote or direct the voting of such share by proxy, voting agreement or otherwise.

(t) "***Voting Threshold Date***" shall mean 11:59 p.m. Pacific Time on the first day following the Corporation's 2021 Annual Meeting of Stockholders falling on or after the date on which the outstanding shares of Class B Common Stock represent less than forty percent (40%) of the total voting power of the then-outstanding shares of the Corporation then entitled to vote generally in the election of directors.

6. Immediate Effect and Status of Converted Stock. In the event of a conversion of shares of Class B Common Stock into shares of Class A Common Stock pursuant to Section 3 of this Article V, or upon the date of the Final Automatic Conversion, such conversion(s) shall be deemed to have been made at the time that the Transfer of shares occurred or immediately at 11:59 p.m. Pacific Time on the date of the Final Automatic Conversion, as applicable. In the event any shares of Class B Common Stock are converted into shares of Class A Common Stock pursuant to this Article V, the shares of Class B Common Stock so converted shall be retired and shall not be reissued by the Corporation.

7. Effect of Conversion on Payment of Dividends. Notwithstanding anything to the contrary in Sections 1, 2 or 3 of this Article V, if the date on which any share of Class B Common Stock is converted into Class A Common Stock pursuant to the provisions of Sections 1, 2 or 3 of this Article V occurs after the record date for the determination of the holders of Class B Common Stock entitled to receive any dividend or distribution to be paid on the shares of Class B Common Stock, the holder of such shares of Class B Common Stock as of such record date will be entitled to receive such dividend or distribution on such payment date; provided, that, notwithstanding any other provision of this Restated Certificate of Incorporation, to the extent that any such dividend or distribution is payable in shares of Class B Common Stock, such dividend or distribution shall be deemed to have been declared, and shall be payable in, shares of Class A Common Stock and no shares of Class B Common Stock shall be issued in payment thereof.

8. Reservation. The Corporation shall at all times reserve and keep available, out of its authorized and unissued shares of Class A Common Stock, solely for the purpose of effecting conversions of shares of Class B Common Stock into Class A Common Stock, such number of duly authorized shares of Class A Common Stock as shall from time to time be sufficient to effect the conversion of all then-outstanding shares of Class B Common Stock. If at any time the number of

authorized and unissued shares of Class A Common Stock shall not be sufficient to effect the conversion of all then-outstanding shares of Class B Common Stock, the Corporation shall promptly take such corporate action as may be necessary to increase its authorized but unissued shares of Class A Common Stock to such number of shares as shall be sufficient for such purpose, including, without limitation, obtaining the requisite stockholder approval of any necessary amendment to this Restated Certificate of Incorporation. All shares of Class A Common Stock which are so issuable shall, when issued, be duly and validly issued, fully paid and non-assessable shares. The Corporation shall take all such action as may be necessary to ensure that all such shares of Class A Common Stock may be so issued without violation of any applicable law or regulation.

9. No Further Issuances. Except for the issuance of Class B Common Stock issuable upon exercise of Rights outstanding at the Effective Time or a dividend payable in accordance with Article IV, Section 3.3, the Corporation shall not at any time after the Effective Time issue any additional shares of Class B Common Stock, unless such issuance is approved by the affirmative vote of the holders of a majority of the outstanding shares of Class B Common Stock. After the Final Conversion Date, the Corporation shall not issue any additional shares of Class B Common Stock.

ARTICLE VI:
AMENDMENT OF BYLAWS

The Board of Directors shall have the power to adopt, amend or repeal the Bylaws. Any adoption, amendment or repeal of the Bylaws by the Board of Directors shall require the approval of a majority of the Whole Board. For purposes of this Restated Certificate of Incorporation, the term "***Whole Board***" shall mean the total number of authorized directors whether or not there exist any vacancies in previously authorized directorships. The stockholders shall also have power to adopt, amend or repeal the Bylaws; provided, however, that, notwithstanding any other provision of this Restated Certificate of Incorporation or any provision of law that might otherwise permit a lesser or no vote, but in addition to any vote of the holders of any class or series of stock of the Corporation required by applicable law or by this Restated Certificate of Incorporation, the affirmative vote (or written consent if action by written consent of stockholders is permitted at such time under this Restated Certificate of Incorporation) of the holders of at least two-thirds (2/3) of the voting power of all of the then-outstanding shares of the capital stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class, shall be required for the stockholders to adopt, amend or repeal any provision of the Bylaws; provided, further, however, that, in the case of any proposed adoption, amendment or repeal of any provisions of the Bylaws that is approved by the Board of Directors and submitted to the stockholders for adoption thereby, if directors representing two-thirds (2/3) of the Whole Board have approved such adoption, amendment or repeal of any provisions of the Bylaws, then, in addition to any vote of the holders of any class or series of stock of the Corporation required by applicable law or by this Restated Certificate of Incorporation, only the affirmative vote (or written consent if action by written consent of stockholders is permitted at such time under this Restated Certificate of Incorporation) of the holders of at least a majority of the voting power of all of the then-outstanding shares of the capital stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class, shall be required to adopt, amend or repeal such provision of the Bylaws.

ARTICLE VII:
MATTERS RELATING TO THE BOARD OF DIRECTORS

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

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

3. Classified Board. Subject to the special rights of the holders of one or more series of Preferred Stock to elect directors, immediately following the Voting Threshold Date, the directors shall be divided, with respect to the time for which they severally hold office, into three classes designated as Class I, Class II and Class III, respectively (the "***Classified Board***"). The Board of Directors is authorized to assign members of the Board of Directors already in office immediately prior to the Voting Threshold Date to such classes of the Classified Board. The number of directors in each class shall be divided as nearly equal as is practicable. The initial term of office of the Class I directors shall expire at the Corporation's first annual meeting of stockholders following the Voting Threshold Date, the initial term of office of the Class II directors shall expire at the Corporation's second annual meeting of stockholders following the Voting Threshold Date, and the initial term of office of the Class III directors shall expire at the Corporation's third annual meeting of stockholders following the Voting Threshold Date. At each annual meeting of stockholders following the Voting Threshold Date, directors elected to succeed those directors of the class whose terms then expire shall be elected for a term of office expiring at the third succeeding annual meeting of stockholders after their election.

4. Term and Removal. Each director shall hold office until the annual meeting at which such director's term expires and until such director's successor is duly elected and qualified, or until such director's earlier death, resignation, disqualification or removal. Any director may resign at any time upon notice to the Corporation given in writing or by any electronic transmission. Prior to the Voting Threshold Date, subject to the special rights of the holders of any series of Preferred Stock to elect directors, directors may be removed with or without cause by the affirmative vote (or written consent if action by written consent of stockholders is permitted at such time under this Restated Certificate of Incorporation) of the holders of a majority of the voting power of the then-outstanding shares of capital stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class. From and after the Voting Threshold Date, subject to the special rights of the holders of any series of Preferred Stock to elect directors, no director may be removed from the Board of Directors except for cause and only by the affirmative vote of the holders of at least two-thirds (2/3) of the voting power of the then-outstanding shares of capital stock of the Corporation entitled to vote thereon, voting together as a single class. Subject to the special rights of the holders of any series of Preferred Stock to elect directors, in the event of any increase or decrease in the authorized number of directors occurring after the Voting Threshold Date, (a) each director then serving as such shall nevertheless continue as a director of the class of which he or she is a member and (b) the newly created or eliminated directorships resulting from such increase or decrease shall be apportioned by the Board of Directors among the classes of directors so as to make all classes as nearly equal in number as is practicable. No decrease in the number of directors constituting the Board of Directors shall shorten the term of any incumbent director.

5. Vacancies and Newly Created Directorships. Subject to the special rights of the holders of any series of Preferred Stock to elect directors, any vacancy occurring in the Board of Directors for any cause, and any newly created directorship resulting from any increase in the authorized number of directors, shall be filled only by the affirmative vote of a majority of the directors then in office, even if less than a quorum, or by a sole remaining director, and shall not be filled by the stockholders. Any director elected in accordance with the preceding sentence shall hold office for a term expiring at the annual meeting of stockholders at which the term of office of the class, if any, to which the director has been assigned expires and until such director's successor shall have been duly elected and qualified, or until such director's earlier death, resignation, disqualification or removal.

6. Additional Directors Elected by the Preferred Stock. During any period when the holders of any series of Preferred Stock have the right to elect additional directors as provided for or fixed pursuant to the provisions of Article IV hereof (including any Certificate of Designation) (any such director, a "**Preferred Stock Director**"), and upon commencement and for the duration of the period during which such right continues: (i) the then otherwise total authorized number of directors of the Corporation shall automatically be increased by such number of Preferred Stock Directors that the holders of any series of Preferred Stock have a right to elect, and the holders of such Preferred Stock shall be entitled to elect the additional Preferred Stock Directors so provided for or fixed pursuant to said provisions; and (ii) each such Preferred Stock Director shall serve until his or her successor shall have been duly elected and qualified, or until his or her right to hold such office terminates pursuant to said provisions, whichever occurs earlier, subject to his or her earlier death, disqualification, resignation or removal. In case any vacancy shall occur among the Preferred Stock Directors, a successor Preferred Stock Director may be elected by the holders of Preferred Stock pursuant to said provisions. Except as otherwise provided for or fixed pursuant to the provisions of Article IV hereof (including any Preferred Stock Designation), whenever the holders of any series of Preferred Stock having such right to elect an additional Preferred Stock Director are divested of such right pursuant to said provisions, the terms of office of such Preferred Stock Director elected by the holders of such Preferred Stock, or elected to fill any vacancies resulting from the death, resignation, disqualification or removal of such additional Preferred Stock Director, shall forthwith terminate (in which case such person shall cease to be qualified as a director and shall cease to be a director) and the total authorized number of directors of the Corporation shall be automatically reduced accordingly.

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

8. No Cumulative Voting. No stockholder will be permitted to cumulate votes at any election of directors.

ARTICLE VIII:
DIRECTOR LIABILITY

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

2. Change in Rights. Neither any amendment nor repeal of this Article VIII, nor the adoption of any provision of this Restated Certificate of Incorporation inconsistent with this Article VIII, shall eliminate, reduce or otherwise adversely affect any limitation on the personal liability of a director of the Corporation or any rights or protections of any officer or director of the Corporation under this Article VIII with respect to acts or omissions occurring prior to the time of such amendment, repeal or adoption of such an inconsistent provision.

ARTICLE IX:
MATTERS RELATING TO STOCKHOLDERS

1. No Action by Written Consent of Stockholders. Subject to the rights of any series of Preferred Stock then outstanding, from and after the Voting Threshold Date, (i) no action shall be taken by the stockholders of the Corporation except at a duly called annual or special meeting of stockholders and (ii) no action shall be taken by the stockholders of the Corporation by written consent in lieu of a meeting.

2. Special Meeting of Stockholders. Special meetings of the stockholders of the Corporation may be called only by the Chairperson of the Board, the Chief Executive Officer, the Lead Independent Director (as defined in the Bylaws) or the Board of Directors acting pursuant to a resolution adopted by a majority of the Whole Board, and may not be called by the stockholders or any other person or persons.

3. Advance Notice of Stockholder Nominations and Business Transacted at Special Meetings. Advance notice of stockholder nominations for the election of directors of the Corporation and of business to be brought by stockholders before any meeting of stockholders of the Corporation shall be given in the manner provided in the Bylaws. Business transacted at special meetings of stockholders shall be limited to the purpose or purposes stated in the notice of meeting.

ARTICLE X:
SEVERABILITY

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

ARTICLE XI:
AMENDMENT OF RESTATED CERTIFICATE OF INCORPORATION

1. General. The Corporation reserves the right to amend or repeal any provision contained in this Restated Certificate of Incorporation in the manner prescribed by the laws of the State of Delaware and all rights conferred upon stockholders are granted subject to this reservation; provided, however, that, notwithstanding any provision of this Restated Certificate of Incorporation (including any Certificate of Designation) or any provision of law that might otherwise permit a lesser vote or no vote (other than Sections 1.2 and 2.1 of Article IV hereof), but in addition to any vote of the holders of any class or series of the stock of the Corporation required by applicable law or by this Restated Certificate of Incorporation (including any Certificate of Designation), and subject to Sections 1.2 and 2.1 of Article IV, the affirmative vote (or written consent if action by written consent of stockholders is permitted at such time under this Restated Certificate of Incorporation) of the holders of at least two-thirds (2/3) of the voting power of all of the then-outstanding shares of the capital stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class, shall be required to amend or repeal, or adopt any provision inconsistent with, this Section 1 of this Article XI, Sections 1.2 and 2 of Article IV, or Article V, Article VI, Article VII, Article VIII, Article IX, Article X or Article XII (the "***Specified Provisions***"); provided, further, that if directors representing two-thirds (2/3) of the Whole Board have approved such amendment or repeal of, or any provision inconsistent with, the Specified Provisions, then only the affirmative vote (or written consent if action by written consent of stockholders is permitted at such time under this Restated Certificate of Incorporation) of the holders of at least a majority of the voting power of all of the then-outstanding shares of the capital stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class (in addition to any other vote of the holders of any class or series of stock of the Corporation required by applicable law or by this Certificate of Incorporation), shall be required to approve such amendment or repeal of, or the adoption of such provision inconsistent with, the Specified Provisions.

2. Changes to or Inconsistent with Section 3 of Article IV. Notwithstanding any other provision of this Restated Certificate of Incorporation (including any Certificate of Designation) or any provision of law that might otherwise permit a lesser vote or no vote, but in addition to any vote of the holders of any class or series of the stock of the Corporation required by law or by this Restated Certificate of Incorporation (including any Certificate of Designation), the affirmative vote (or written consent if action by written consent of stockholders is permitted at such time under this Restated Certificate of Incorporation) of the holders of Class A Common Stock representing at least seventy-five percent (75%) of the voting power of the then-outstanding shares of Class A Common Stock, voting separately as a single class, and the affirmative vote (or written consent if action by written consent of stockholders is permitted at such time under this Restated Certificate of Incorporation) of the holders of Class B Common Stock representing at least seventy-five percent (75%) of the voting power of the then-outstanding shares of Class B Common Stock, each voting separately as single classes, shall be required to amend or repeal, or to adopt any provision inconsistent with, Section 3 of Article IV or this Section 2 of this Article XI.

ARTICLE XII:
CHOICE OF FORUM

Unless the Corporation consents in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware (or, if the Court of Chancery does not have jurisdiction, the federal district court for the District of Delaware) shall, to the fullest extent permitted by law, be the sole and exclusive forum for: (a) any derivative action or proceeding brought on behalf of the Corporation; (b) any action asserting a claim of breach of a duty (including fiduciary duty) owed by any current or former director, officer, stockholder, employee or agent of the Corporation to the Corporation or the Corporation's stockholders; (c) any action asserting a claim against the Corporation arising pursuant to any provision of the General Corporation Law, this Restated Certificate of Incorporation or the Bylaws or as to which the General Corporation Law confers jurisdiction on the Court of Chancery of the State of Delaware; (d) any action to interpret, apply, enforce or determine the validity of this Restated Certificate of Incorporation or the Bylaws; or (e) any action asserting a claim against the Corporation or any current or former director, officer, stockholder, employee or agent of the Corporation that is governed by the internal affairs doctrine. This Article XII shall not apply to suits brought to enforce a duty or liability created by the Exchange Act or the rules and regulations under the Exchange Act, or any other claim for which the U.S. federal courts have exclusive jurisdiction.

To the fullest extent permitted by law, unless the Corporation consents in writing to the selection of an alternative forum, the federal district courts of the United States of America shall be the sole and exclusive forum for the resolution of any complaint asserting a cause of action arising under the Securities Act.

Any person or entity purchasing or otherwise acquiring or holding any interest in shares of capital stock or any other security of the Corporation shall be deemed to have notice of and to have consented to the provisions of this Article XII and to have acknowledged that any breach of the foregoing provisions of this Article XII would cause the Corporation irreparable harm and that the Corporation shall be entitled to seek equitable relief, including injunctive relief and specific performance, to enforce the foregoing provisions. For the avoidance of doubt, the Corporation's consent to an alternative forum pursuant to either of the two preceding paragraphs in connection with a specific action (or part thereof) shall not constitute the Corporation's consent to such alternative forum with respect to any other action (or other part of any action) nor shall it constitute or operate as a waiver of the Corporation's rights under this Article XII with respect to any pending or future action (or part thereof).

ARTICLE XIII
CERTAIN STOCK REPURCHASES

In connection with repurchases by the Corporation of shares of Common Stock from employees, officers, directors, advisors, consultants or other persons performing services for this corporation or any subsidiary pursuant to agreements under which the Corporation has the option to repurchase such shares at cost upon the occurrence of certain events, such as the termination of employment, Section 500 of the California Corporations Code shall not apply in all or in part with respect to such repurchases. In the case of any such repurchases, distributions by the Corporation may be made without regard to the "preferential dividends arrears amount" or any "preferential rights amount," as such terms are defined in Section 500(b) of the California Corporations Code.

Exhibit 3.3

AMENDED AND RESTATED

BYLAWS OF

CONTEXTLOGIC INC.

(A DELAWARE CORPORATION)

TABLE OF CONTENTS

BYLAWS
OF
CONTEXTLOGIC INC.

ARTICLE I
OFFICES

1.1 **Registered Office**. The registered office shall be in the City of Dover, County of Kent, State of Delaware.

1.2 **Offices**. The corporation may also have offices at such other places both within and without the State of Delaware as the Board of Directors may from time to time determine or the business of the corporation may require.

ARTICLE II
MEETINGS OF STOCKHOLDERS

2.1 **Location**. All meetings of the stockholders for the election of directors shall be held in the County of San Francisco, State of California, at such place as may be fixed from time to time by the Board of Directors, or at such other place either within or without the State of Delaware as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting; provided, however, that the Board of Directors may, in its sole discretion, determine that the meeting shall not be held at any place, but may instead be held solely by means of remote communication as authorized by Section 211 of the Delaware General Corporations Law ("DGCL"). Meetings of stockholders for any other purpose may be held at such time and place, if any, within or without the State of Delaware, as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof, or a waiver by electronic transmission by the person entitled to notice.

2.2 **Timing**. Annual meetings of stockholders, commencing with the year 2010, shall be held at such date and time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which they shall elect by a plurality vote a Board of Directors, and transact such other business as may properly be brought before the meeting.

2.3 **Notice of Meeting**. Written notice of any stockholder meeting stating the place, if any, date and hour of the meeting, the means of remote communication, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such meeting, shall be given to each stockholder entitled to vote at such meeting not fewer than ten (10) nor more than sixty (60) days before the date of the meeting.

2.4 **Stockholders' Records**. The officer who has charge of the stock ledger of the corporation shall prepare and make, at least ten (10) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address (but not the electronic address or other electronic contact information) of each stockholder and the number of shares registered in the name of each

stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting for a period of at least 10 days prior to the meeting: (i) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting, or (ii) during ordinary business hours, at the principal place of business of the corporation. In the event that the corporation determines to make the list available on an electronic network, the corporation may take reasonable steps to ensure that such information is available only to stockholders of the corporation. If the meeting is to be held at a place, then the list shall be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present. If the meeting is to be held solely by means of remote communication, then the list shall also be open to the examination of any stockholder during the whole time of the meeting on a reasonably accessible electronic network, and the information required to access such list shall be provided with the notice of the meeting.

2.5 **Special Meetings**. Special meetings of the stockholders, for any purpose or purposes, unless otherwise prescribed by statute or by the certificate of incorporation, may be called by the president and shall be called by the president or secretary at the request in writing of a majority of the Board of Directors, or at the request in writing of stockholders owning at least fifty percent (50%) in amount of the entire capital stock of the corporation issued and outstanding and entitled to vote. Such request shall state the purpose or purposes of the proposed meeting.

2.6 **Notice of Meeting**. Written notice of a special meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called, shall be given not fewer than ten (10) nor more than sixty (60) days before the date of the meeting, to each stockholder entitled to vote at such meeting. The means of remote communication, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such meeting shall also be provided in the notice.

2.7 **Business Transacted at Special Meeting**. Business transacted at any special meeting of stockholders shall be limited to the purposes stated in the notice.

2.8 **Quorum; Meeting Adjournment; Presence by Remote Means**.

(a) *Quorum; Meeting Adjournment*. The holders of a majority of the stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business except as otherwise provided by statute or by the certificate of incorporation. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted that might have been transacted at the meeting as originally notified. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

(b) *Presence by Remote Means.* If authorized by the Board of Directors in its sole discretion, and subject to such guidelines and procedures as the Board of Directors may adopt, stockholders and proxyholders not physically present at a meeting of stockholders may, by means of remote communication:

(1) participate in a meeting of stockholders; and

(2) be deemed present in person and vote at a meeting of stockholders whether such meeting is to be held at a designated place or solely by means of remote communication, provided that (i) the corporation shall implement reasonable measures to verify that each person deemed present and permitted to vote at the meeting by means of remote communication is a stockholder or proxyholder, (ii) the corporation shall implement reasonable measures to provide such stockholders and proxyholders a reasonable opportunity to participate in the meeting and to vote on matters submitted to the stockholders, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with such proceedings, and (iii) if any stockholder or proxyholder votes or takes other action at the meeting by means of remote communication, a record of such vote or other action shall be maintained by the corporation.

2.9 **Voting Thresholds.** When a quorum is present at any meeting, the vote of the holders of a majority of the stock having voting power present in person or represented by proxy shall decide any question brought before such meeting, unless the question is one upon which by express provision of the statutes or of the certificate of incorporation, a different vote is required, in which case such express provision shall govern and control the decision of such question.

2.10 **Number of Votes Per Share.** Unless otherwise provided in the certificate of incorporation, each stockholder shall at every meeting of the stockholders be entitled to one vote by such stockholder or by proxy for each share of the capital stock having voting power held by such stockholder, but no proxy shall be voted on after three years from its date, unless the proxy provides for a longer period.

2.11 **Action by Written Consent of Stockholders; Electronic Consent; Notice of Action.**

(a) *Action by Written Consent of Stockholders.* Unless otherwise provided by the certificate of incorporation, any action required or permitted to be taken at any annual or special meeting of the stockholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing setting forth the action so taken, is signed in a manner permitted by law by the holders of outstanding stock having not less than the number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Written stockholder consents shall bear the date of signature of each stockholder who signs the consent in the manner permitted by law and shall be delivered to the corporation as provided in subsection (b) below. No written consent shall be effective to take the action set forth therein unless, within sixty (60) days of the earliest dated consent delivered to the corporation in the manner provided above, written consents signed by a sufficient number of stockholders to take the action set forth therein are delivered to the corporation in the manner provided above.

(b) *Electronic Consent*. A telegram, cablegram or other electronic transmission consenting to an action to be taken and transmitted by a stockholder or proxyholder, or a person or persons authorized to act for a stockholder or proxyholder, shall be deemed to be written, signed and dated for the purposes of this section, provided that any such telegram, cablegram or other electronic transmission sets forth or is delivered with information from which the corporation can determine (1) that the telegram, cablegram or other electronic transmission was transmitted by the stockholder or proxyholder or by a person or persons authorized to act for the stockholder or proxyholder and (2) the date on which such stockholder or proxyholder or authorized person or persons transmitted such telegram, cablegram or electronic transmission. The date on which such telegram, cablegram or electronic transmission is transmitted shall be deemed to be the date on which such consent was signed. No consent given by telegram, cablegram or other electronic transmission shall be deemed to have been delivered until such consent is reproduced in paper form and until such paper form is delivered to the corporation by delivery to its registered office in the State of Delaware, its principal place of business or an officer or agent of the corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Delivery made to a corporation's registered office shall be made by hand or by certified or registered mail, return receipt requested. Notwithstanding the foregoing limitations on delivery, consents given by telegram, cablegram or other electronic transmission may be otherwise delivered to the principal place of business of the corporation or to an officer or agent of the corporation having custody of the book in which proceedings of meetings of stockholders are recorded if, to the extent and in the manner provided by resolution of the Board of Directors of the corporation.

(c) *Notice of Action*. Prompt notice of any action taken pursuant to this Section 2.11 shall be provided to the stockholders in accordance with Section 228(e) of the DGCL.

ARTICLE III
DIRECTORS

3.1 **Authorized Directors**. Subject to the corporation's certificate of incorporation, the total number of directors constituting the Board of Directors shall be determined by resolution of the Board of Directors or by the stockholders at the annual meeting of the stockholders, and each director elected shall hold office until his or her successor is elected and qualified. Directors need not be stockholders.

3.2 **Vacancies**. Unless otherwise provided in the corporation's certificate of incorporation, as it may be amended, vacancies and newly created directorships resulting from any increase in the authorized number of directors may be filled by a majority in voting power of the directors then in office, though less than a quorum, or by a sole remaining director, and the directors so chosen shall hold office until the next annual election and until their successors are duly elected and shall qualify, unless sooner displaced. If there are no directors in office, then an election of directors may be held in the manner provided by statute. If, at the time of filling any vacancy or any newly created directorship, the directors then in office shall constitute less than a

majority in voting power of the total number of directors authorized (as constituted immediately prior to any such increase), the Court of Chancery may, upon application of any stockholder or stockholders holding at least ten percent (10%) in voting power of the shares at the time outstanding having the right to vote for such directors, summarily order an election to be held to fill any such vacancies or newly created directorships, or to replace the directors chosen by the directors then in office.

3.3 **Board Authority**. The business of the corporation shall be managed by or under the direction of its Board of Directors, which may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute or by the certificate of incorporation or by these bylaws directed or required to be exercised or done by the stockholders.

3.4 **Location of Meetings**. The Board of Directors of the corporation may hold meetings, both regular and special, either within or without the State of Delaware.

3.5 **First Meeting**. The first meeting of each newly elected Board of Directors shall be held at such time and place as shall be fixed by the vote of the stockholders at the annual meeting and no notice of such meeting shall be necessary to the newly elected directors in order to legally constitute the meeting, provided a quorum shall be present. In the event of the failure of the stockholders to fix the time or place of such first meeting of the newly elected Board of Directors, or in the event such meeting is not held at the time and place so fixed by the stockholders, the meeting may be held at such time and place as shall be specified in a notice given as hereinafter provided for special meetings of the Board of Directors, or as shall be specified in a written waiver signed by all of the directors.

3.6 **Regular Meetings**. Regular meetings of the Board of Directors may be held without notice at such time and at such place as shall from time to time be determined by the Board of Directors.

3.7 **Special Meetings**. Special meetings of the Board of Directors may be called by the president upon notice to each director; special meetings shall be called by the president or secretary in like manner and on like notice on the written request of two (2) directors unless the Board of Directors consists of only one director, in which case special meetings shall be called by the president or secretary in like manner and on like notice on the written request of the sole director. Notice of any special meeting shall be given to each director at his or her business or residence in writing, or by telegram, facsimile transmission, telephone communication or electronic transmission (provided, with respect to electronic transmission, that the director has consented to receive the form of transmission at the address to which it is directed). If mailed, such notice shall be deemed adequately delivered when deposited in the United States mails so addressed, with postage thereon prepaid, at least five (5) days before such meeting. If by telegram, such notice shall be deemed adequately delivered when the telegram is delivered to the telegraph company at least twenty-four (24) hours before such meeting. If by facsimile transmission or other electronic transmission, such notice shall be transmitted at least twenty-four (24) hours before such meeting. If by telephone, the notice shall be given at least twelve (12) hours prior to the time set for the meeting. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in

the notice of such meeting, except for amendments to these Bylaws as provided under Section 8.1 of Article VIII hereof. A meeting may be held at any time without notice if all the directors are present (except as otherwise provided by law) or if those not present waive notice of the meeting in writing, either before or after such meeting.

3.8 **Quorum**. At all meetings of the Board of Directors 66.66% in voting power of the total number of directors authorized shall constitute a quorum for the transaction of business and any act of a majority in voting power of the directors present at any meeting at which there is a quorum shall be an act of the Board of Directors, except as may be otherwise specifically provided by statute or by the certificate of incorporation. If a quorum is not present at any meeting of the Board of Directors, the directors present thereat may, by a majority in voting power thereof, adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present. For the avoidance of doubt, where there are six (6) authorized directors, by headcount, where one (1) such director is entitled to three (3) votes and one (1) such director is entitled to two (2) votes and where four (4) such directors are entitled to one (1) vote each, quorum shall only be achieved with the presence of six (6) director votes, regardless of whether any of such director seats is at such time vacant.

3.9 **Action Without a Meeting**. Unless otherwise restricted by the certificate of incorporation or these bylaws, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting if all members of the Board of Directors or committee, as the case may be, consent thereto in writing or by electronic transmission, and the writing, writings, electronic transmission or transmissions are filed with the minutes of proceedings of the Board of Directors or committee.

3.10 **Telephonic Meetings**. Unless otherwise restricted by the certificate of incorporation or these bylaws, members of the Board of Directors or any committee designated by the Board of Directors may participate in a meeting of the Board of Directors or any committee, by means of conference telephone or other means of communication by which all persons participating in the meeting can hear each other, and such participation shall constitute presence in person at the meeting.

3.11 **Committees**. The Board of Directors may designate one or more committees, each committee to consist of one or more of the directors of the corporation. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee.

In the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or she or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member.

Any such committee, to the extent provided in the resolution of the Board of Directors, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the corporation, and may authorize the seal of the corporation to be affixed to all papers which may require it, but no such committee shall have the power or authority in reference to the following matters: (i) approving or adopting, or recommending to the stockholders, any action or matter expressly required by the DGCL to be submitted to stockholders for approval or (ii) adopting, amending or repealing any provision of these bylaws.

Except as otherwise provided by the certificate of incorporation or applicable law, at all meetings of any committee of the Board of Directors (or any subcommittee of any such committee), a majority in voting power of the directors serving on such committee or subcommittee shall constitute a quorum for the transaction of business by such committee or subcommittee, and the vote of a majority in voting power of the members of any committee or subcommittee present at a meeting at which a quorum is present shall be the act of the committee or subcommittee.

3.12 **Minutes of Meetings**. Each committee shall keep regular minutes of its meetings and report the same to the Board of Directors when required.

3.13 **Compensation of Directors**. Unless otherwise restricted by the certificate of incorporation or these bylaws, the Board of Directors shall have the authority to fix the compensation of directors. The directors may be paid their expenses, if any, of attendance at each meeting of the Board of Directors and may be paid a fixed sum for attendance at each meeting of the Board of Directors or a stated salary as director. No such payment shall preclude any director from serving the corporation in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like compensation for attending committee meetings.

3.14 **Removal of Directors**. Unless otherwise provided by the certificate of incorporation or the DGCL, any director may be removed, with or without cause, by the holders of a majority in voting power of the shares entitled to vote for the election of such director.

ARTICLE IV
NOTICES

4.1 **Notice**. Unless otherwise provided in these bylaws, whenever, under the provisions of the statutes or of the certificate of incorporation or of these bylaws, notice is required to be given to any director or stockholder, it shall not be construed to mean personal notice, but such notice may be given in writing, by mail, addressed to such director or stockholder, at his or her address as it appears on the records of the corpo

ration, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Notice to directors may also be given by telegram.

4.2 **Waiver of Notice**. Whenever any notice is required to be given under the provisions of the statutes or of the certificate of incorporation or of these bylaws, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

4.3 **Electronic Notice**.

(a) *Electronic Transmission*. Without limiting the manner by which notice otherwise may be given effectively to stockholders and directors, any notice to

stockholders or directors given by the corporation under any provision of the DGCL, the certificate of incorporation or these bylaws shall be effective if given by a form of electronic transmission consented to by the stockholder or director to whom the notice is given. Any such consent shall be revocable by the stockholder or director by written notice to the corporation. Any such consent shall be deemed revoked if (1) the corporation is unable to deliver by electronic transmission two consecutive notices given by the corporation in accordance with such consent and (2) such inability becomes known to the secretary or an assistant secretary of the corporation or to the transfer agent, or other person responsible for the giving of notice; provided, however, the inadvertent failure to treat such inability as a revocation shall not invalidate any meeting or other action.

(b) *Effective Date of Notice*. Notice given pursuant to subsection (a) of this section shall be deemed given: (1) if by facsimile telecommunication, when directed to a number at which the stockholder or director has consented to receive notice; (2) if by electronic mail, when directed to an electronic mail address at which the stockholder or director has consented to receive notice; (3) if by a posting on an electronic network together with separate notice to the stockholder or director of such specific posting, upon the later of (i) such posting and (ii) the giving of such separate notice; and (4) if by any other form of electronic transmission, when directed to the stockholder or director. An affidavit of the secretary or an assistant secretary or of the transfer agent or other agent of the corporation that the notice has been given by a form of electronic transmission shall, in the absence of fraud, be prima facie evidence of the facts stated therein.

(c) *Form of Electronic Transmission*. For purposes of these bylaws, "electronic transmission" means any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved, and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process.

ARTICLE V
OFFICERS

5.1 **Required and Permitted Officers**. The officers of the corporation shall be chosen by the Board of Directors and shall include a president, treasurer and a secretary. The Board of Directors may elect from among its members a Chairman of the Board and a Vice-Chairman of the Board. The Board of Directors may also choose one or more other officers as it shall deem necessary. Any number of offices may be held by the same person, unless the certificate of incorporation or these bylaws otherwise provide.

5.2 **Appointment of Required Officers**. The Board of Directors at its first meeting after each annual meeting of stockholders shall choose a president, a treasurer, and a secretary.

5.3 **Appointment of Permitted Officers**. The Board of Directors may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors.

5.4 **Officer Compensation**. The salaries of all officers and agents of the corporation shall be fixed by the Board of Directors.

5.5 **Term of Office; Vacancies**. The officers of the corporation shall hold office until their successors are chosen and qualify. Any officer elected or appointed by the Board of Directors may be removed at any time with or without cause by the affirmative vote of a majority of the Board of Directors. Any vacancy occurring in any office of the corporation shall be filled by the Board of Directors.

THE CHAIRMAN OF THE BOARD

5.6 **Chairman Presides**. The Chairman of the Board, if any, shall preside at all meetings of the Board of Directors and of the stockholders at which he or she shall be present. He or she shall have and may exercise such powers as are, from time to time, assigned to him or her by the Board of Directors and as may be provided by law.

5.7 **Absence of Chairman**. In the absence of the Chairman of the Board, the Vice-Chairman of the Board, if any, shall preside at all meetings of the Board of Directors and of the stockholders at which he or she shall be present. He or she shall have and may exercise such powers as are, from time to time, assigned to him or her by the Board of Directors and as may be provided by law.

THE PRESIDENT AND VICE-PRESIDENTS

5.8 **Powers of President**. Unless the Board of Directors appoints a chief executive officer, the president shall be the chief executive officer of the corporation; in the absence of the Chairman and Vice-Chairman of the Board he or she shall preside at all meetings of the stockholders and the Board of Directors; he or she shall have general and active management of the business of the corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect.

5.9 **President's Signature Authority**. The president shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the corporation.

5.10 **Absence of President**. In the absence of the president or in the event of his or her inability or refusal to act, the vice-president, if any, (or in the event there be more than one vice-president, the vice-presidents in the order designated by the directors, or in the absence of any designation, then in the order of their election) shall perform the duties of the president, and when so acting, shall have all the powers of and be subject to all the restrictions upon the president. The vice-presidents shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

THE SECRETARY AND ASSISTANT SECRETARY

5.11 **Duties of Secretary**. The secretary shall attend all meetings of the Board of Directors and all meetings of the stockholders and record all the proceedings of the meetings of the corporation and of the Board of Directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. He or she shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or president, under whose supervision he or she shall be. He or she shall have custody of the corporate seal of the corporation and he or she, or an assistant secretary, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by his or her signature or by the signature of such assistant secretary. The Board of Directors may give general authority to any other officer to affix the seal of the corporation and to attest the affixing by his or her signature.

5.12 **Duties of Assistant Secretary**. The assistant secretary, or if there be more than one, the assistant secretaries in the order determined by the Board of Directors (or if there be no such determination, then in the order of their election) shall, in the absence of the secretary or in the event of his or her inability or refusal to act, perform the duties and exercise the powers of the secretary and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

THE TREASURER AND ASSISTANT TREASURERS

5.13 **Duties of Treasurer**. The treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the Board of Directors.

5.14 **Disbursements and Financial Reports**. He or she shall disburse the funds of the corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the president and the Board of Directors, at its regular meetings or when the Board of Directors so requires, an account of all his or her transactions as treasurer and of the financial condition of the corporation.

5.15 **Treasurer's Bond**. If required by the Board of Directors, the treasurer shall give the corporation a bond (which shall be renewed every six years) in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his or her office and for the restoration to the corporation, in case of his or her death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his or her possession or under his or her control belonging to the corporation.

5.16 **Duties of Assistant Treasurer**. The assistant treasurer, or if there shall be more than one, the assistant treasurers in the order determined by the Board of Directors (or if there be no such determination, then in the order of their election) shall, in the absence of the

treasurer or in the event of the treasurer's inability or refusal to act, perform the duties and exercise the powers of the treasurer and shall perform such other duties and have such other powers as the Board of Directors or these Bylaws may from time to time prescribe.

ARTICLE VI
CERTIFICATE OF STOCK

6.1 **Stock Certificates**. Every holder of stock in the corporation shall be entitled to have a certificate, signed by or in the name of the corporation by, the Chairman or Vice-Chairman of the Board of Directors, or the president or a vice-president and the treasurer or an assistant treasurer, or the secretary or an assistant secretary of the corporation, certifying the number of shares owned by him or her in the corporation.

Certificates may be issued for partly paid shares and in such case upon the face or back of the certificates issued to represent any such partly paid shares, the total amount of the consideration to be paid therefor, and the amount paid thereon shall be specified.

If the corporation shall be authorized to issue more than one class of stock or more than one series of any class, the powers, designations, preferences and relative participating, optional or other special rights of each class of stock or series thereof and the qualification, limitations or restrictions of such preferences and/or rights shall be set forth in full or summarized on the face or back of the certificate which the corporation shall issue to represent such class or series of stock, provided that, except as otherwise provided in Section 202 of the DGCL, in lieu of the foregoing requirements, there may be set forth on the face or back of the certificate which the corporation shall issue to represent such class or series of stock, a statement that the corporation will furnish without charge to each stockholder who so requests the powers, designations, preferences and relative participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights.

6.2 **Facsimile Signatures**. Any or all of the signatures on the certificate may be facsimile. In the event that any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, the certificate may be issued by the corporation with the same effect as if such officer, transfer agent or registrar were still acting as such at the date of issue.

6.3 **Lost Certificates**. The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen or destroyed upon the making of an affidavit of that fact by the person claiming the certificate to be lost, stolen or destroyed. When authorizing such issuance of a new certificate or certificates, the Board of Directors may, in its discretion and as a condition precedent to the issuance, require the owner of such lost, stolen or destroyed certificate or certificates, or his or her legal representative, to advertise the same in such manner as it shall require and/or to give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

6.4 **Transfer of Stock**. Upon surrender to the corporation or the transfer agent of the corporation of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignation or authority to transfer, it shall be the duty of the corporation to issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books.

6.5 **Fixing a Record Date**. In order that the corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix a record date which shall not be more than sixty (60) nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

6.6 **Registered Stockholders**. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, to vote as such owner, to hold liable for calls and assessments a person registered on its books as the owner of shares and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Delaware.

ARTICLE VII
GENERAL PROVISIONS

7.1 **Dividends**. Dividends upon the capital stock of the corporation, if any, subject to the provisions of the certificate of incorporation, may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property or in shares of the capital stock, subject to the provisions of the certificate of incorporation.

7.2 **Reserve for Dividends**. Before payment of any dividend, there may be set aside out of any funds of the corporation available for dividends such sum or sums as the directors from time to time, in their sole discretion, think proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or for such other purposes as the directors think conducive to the interests of the corporation, and the directors may modify or abolish any such reserve in the manner in which it was created.

7.3 **Checks**. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

7.4 **Fiscal Year**. The fiscal year of the corporation shall be fixed by resolution of the Board of Directors.

7.5 **Corporate Seal**. The Board of Directors may adopt a corporate seal having inscribed thereon the name of the corporation, the year of its organization and the words "Corporate Seal, Delaware." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or otherwise reproduced.

7.6 **Indemnification**. The corporation shall, to the fullest extent authorized under the laws of the State of Delaware, as those laws may be amended and supplemented from time to time, indemnify any director made, or threatened to be made, a party to an action or proceeding, whether criminal, civil, administrative or investigative, by reason of being a director of the corporation or a predecessor corporation or a director or officer of another corporation, if such person served in such position at the request of the corporation; provided, however, that the corporation shall indemnify any such director or officer in connection with a proceeding initiated by such director or officer only if such proceeding was authorized by the Board of Directors of the corporation. The indemnification provided for in this Section 7.6 shall: (i) not be deemed exclusive of any other rights to which those indemnified may be entitled under these bylaws, agreement or vote of stockholders or disinterested directors or otherwise, both as to action in their official capacities and as to action in another capacity while holding such office, (ii) continue as to a person who has ceased to be a director, and (iii) inure to the benefit of the heirs, executors and administrators of a person who has ceased to be a director. The corporation's obligation to provide indemnification under this Section 7.6 shall be offset to the extent of any other source of indemnification or any otherwise applicable insurance coverage under a policy maintained by the corporation or any other person.

Expenses incurred by a director of the corporation in defending a civil or criminal action, suit or proceeding by reason of the fact that he or she is or was a director of the corporation (or was serving at the corporation's request as a director or officer of another corporation) shall be paid by the corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the corporation as authorized by relevant sections of the DGCL. Notwithstanding the foregoing, the corporation shall not be required to advance such expenses to an agent who is a party to an action, suit or proceeding brought by the corporation and approved by a majority of the Board of Directors of the corporation that alleges willful misappropriation of corporate assets by such agent, disclosure of confidential information in violation of such agent's fiduciary or contractual obligations to the corporation or any other willful and deliberate breach in bad faith of such agent's duty to the corporation or its stockholders.

The foregoing provisions of this Section 7.6 shall be deemed to be a contract between the corporation and each director who serves in such capacity at any time while this bylaw is in effect, and any repeal or modification thereof shall not affect any rights or obligations then existing with respect to any state of facts then or theretofore existing or any action, suit or proceeding theretofore or thereafter brought based in whole or in part upon any such state of facts.

The Board of Directors in its sole discretion shall have power on behalf of the corporation to indemnify any person, other than a director, made a party to any action, suit or proceeding by reason of the fact that he or she, his or her testator or intestate, is or was an officer or employee of the corporation.

To assure indemnification under this Section 7.6 of all directors, officers and employees who are determined by the corporation or otherwise to be or to have been "fiduciaries" of any employee benefit plan of the corporation that may exist from time to time, Section 145 of the DGCL shall, for the purposes of this Section 7.6, be interpreted as follows: an "other enterprise" shall be deemed to include such an employee benefit plan, including without limitation, any plan of the corporation that is governed by the Act of Congress entitled "Employee Retirement Income Security Act of 1974," as amended from time to time; the corporation shall be deemed to have requested a person to serve the corporation for purposes of Section 145 of the DGCL, as administrator of an employee benefit plan where the performance by such person of his or her duties to the corporation also imposes duties on, or otherwise involves services by, such person to the plan or participants or beneficiaries of the plan; excise taxes assessed on a person with respect to an employee benefit plan pursuant to such Act of Congress shall be deemed "fines."

CERTIFICATE OF INCORPORATION GOVERNS

7.7 **Conflicts with Certificate of Incorporation**. In the event of any conflict between the provisions of the corporation's certificate of incorporation and these bylaws, the provisions of the certificate of incorporation shall govern.

ARTICLE VIII
AMENDMENTS

8.1 These bylaws may be altered, amended or repealed, or new bylaws may be adopted by the stockholders or by the Board of Directors, when such power is conferred upon the Board of Directors by the certificate of incorporation at any regular meeting of the stockholders or of the Board of Directors or at any special meeting of the stockholders or of the Board of Directors if notice of such alteration, amendment, repeal or adoption of new bylaws be contained in the notice of such special meeting. If the power to adopt, amend or repeal bylaws is conferred upon the Board of Directors by the certificate of incorporation, it shall not divest or limit the power of the stockholders to adopt, amend or repeal bylaws.

ARTICLE IX
LOANS TO OFFICERS

9.1 The corporation may lend money to, or guarantee any obligation of or otherwise assist any officer or other employee of the corporation or of its subsidiaries, including any officer or employee who is a director of the corporation or its subsidiaries, whenever, in the judgment of the Board of Directors, such loan, guarantee or assistance may reasonably be expected to benefit the corporation. The loan, guarantee or other assistance may be with or without interest and may be unsecured or secured in such manner as the Board of Directors shall approve, including, without limitation, a pledge of shares of stock of the corporation. Nothing in these bylaws shall be deemed to deny, limit or restrict the powers of guaranty or warranty of the corporation at common law or under any statute.

ARTICLE X
RECORDS AND REPORTS

10.1 The application and requirements of Section 1501 of the California General Corporation Law are hereby expressly waived to the fullest extent permitted thereunder.

CERTIFICATE OF SECRETARY OF

CONTEXTLOGIC INC.

The undersigned, Piotr Szulczewski, hereby certifies that he is the duly elected and acting Secretary of **CONTEXTLOGIC INC.**, a Delaware corporation (the "Corporation"), and that the Bylaws attached hereto constitute the Bylaws of said Corporation as duly adopted by Action by Unanimous Written Consent by the Board of Directors on March 14, 2019.

IN WITNESS WHEREOF, the undersigned has hereunto subscribed his name this 18th day of March, 2019.

/s/ Piotr Szulczewski

Piotr Szulczewski, Secretary

Exhibit 3.4

CONTEXTLOGIC INC.
(a Delaware corporation)

AMENDED AND RESTATED BYLAWS

As Adopted , 2020 and
As Effective , 2020

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ARTICLE I
STOCKHOLDERS

Section 1.1 Annual Meetings. If required by applicable law, an annual meeting of stockholders shall be held for the election of directors at such date and time as the Board of Directors (the "***Board***") of ContextLogic Inc. (the "***Corporation***") shall each year fix. The meeting may be held either at a place, within or without the State of Delaware as permitted by the Delaware General Corporation Law (the "***DGCL***"), or by means of remote communication as the Board in its sole discretion may determine. Any other proper business may be transacted at the annual meeting. The Corporation may postpone, reschedule or cancel any annual meeting of stockholders previously scheduled by the Board.

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

Section 1.3 Notice of Meetings. Notice of all meetings of stockholders shall be given in writing or by electronic transmission in the manner provided by applicable law (including, without limitation, as set forth in Section 7.1.1 of these Bylaws) stating the date, time and place, if any, of the meeting, the means of remote communication, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such meeting, and the record date for determining the stockholders entitled to vote at the meeting (if such date is different from the record date for stockholders entitled to notice of the meeting). In the case of a special meeting, such notice shall also set forth the purpose or purposes for which the meeting is called. Unless otherwise required by applicable law or the Certificate of Incorporation, notice of any meeting of stockholders shall be given not less than ten (10), nor more than sixty (60), days before the date of the meeting to each stockholder of record entitled to vote at such meeting as of the record date for determining the stockholders entitled to notice of the meeting.

Section 1.4 Adjournments. Notwithstanding Section 1.5 of these Bylaws, the chairperson of the meeting shall have the power to recess or adjourn any meeting of stockholders, annual or special, to another time, date and place (if any) regardless of whether a quorum is present, at any time and for any reason. Any meeting of stockholders, annual or special, may be adjourned from time to time, and notice need not be given of any such adjourned meeting if the time, date and place (if any) thereof and the means of remote communication (if any) by which stockholders and proxy holders may be deemed to be present in person and vote at such adjourned meeting are announced at the meeting at which the adjournment is taken; *provided, however*, that if (x) the adjournment is for more than thirty (30) days, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting or (y) after the adjournment, a new record date for determination of stockholders entitled to vote is fixed for the adjourned meeting, the Board shall fix as the record date for determining stockholders entitled to notice of such adjourned meeting the same or an earlier date as that fixed for determination of stockholders entitled to vote at the adjourned meeting, and shall give notice of the adjourned meeting to each stockholder of record as of the record date so fixed for notice of such adjourned meeting. At the adjourned meeting, the Corporation may transact any business that might have been transacted at the original meeting. If a quorum is present at the original meeting, it shall also be deemed present at the adjourned meeting. To the fullest extent permitted by law, the Board may postpone, reschedule or cancel at any time and for any reason any previously scheduled special or annual meeting of stockholders before it is to be held, regardless of whether any notice or public disclosure with respect to any such meeting has been sent or made pursuant to Section 1.3 hereof or otherwise, in which case notice shall be provided to the stockholders of the new date, time and place, if any, of the meeting as provided in Section 1.3 above.

Section 1.5 Quorum. Except as otherwise provided by applicable law, the Certificate of Incorporation or these Bylaws, at each meeting of stockholders the holders of a majority of the voting power of the shares of stock issued and outstanding and entitled to vote at the meeting, present in person or represented by proxy, shall constitute a quorum for the transaction of business; *provided, however*, that where a separate vote by a class or classes or series of stock is required by applicable law or the Certificate of Incorporation, the holders of a majority of the voting power of the shares of such class or classes or series of the stock issued and outstanding and entitled to vote on such matter, present in person or represented by proxy at the meeting, shall constitute a quorum entitled to take action with respect to the vote on such matter. If a quorum shall fail to attend any meeting, the chairperson of the meeting or, if directed to be voted on by the chairperson of the meeting, the holders of a majority of the voting power of the shares entitled to vote who are present in person or represented by proxy at the meeting may adjourn the meeting. Shares of the Corporation's stock belonging to the Corporation (or to another corporation, if a majority of the shares entitled to vote in the election of directors of such other corporation are held, directly or indirectly, by the Corporation), shall neither be entitled to vote nor be counted for quorum purposes; *provided, however*, that the foregoing shall not limit the right of the Corporation or any other corporation to vote any shares of the Corporation's stock held by it in a fiduciary capacity and to count such shares for purposes of determining a quorum. A quorum, once established at a meeting, shall not be broken by the withdrawal of enough votes to leave less than a quorum.

Section 1.6 Organization. Meetings of stockholders shall be presided over by (a) such person as the Board may designate, or (b) in the absence of such a person, the Chairperson of the Board, or (c) in the absence of such person, the Lead Independent Director, or, (d) in the absence of such person, the Chief Executive Officer of the Corporation, or (e) in the absence of such person, the President of the Corporation, or (f) in the absence of such person, by a Vice President. The Secretary of the Corporation shall act as secretary of the meeting, but in such person's absence the chairperson of the meeting may appoint any person to act as secretary of the meeting.

Section 1.7 Voting; Proxies. Each stockholder of record entitled to vote at a meeting of stockholders, or to take corporate action by written consent without a meeting, may authorize another person or persons to act for such stockholder by proxy, but no such proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period. Such a proxy may be prepared, transmitted and delivered in any manner permitted by applicable law. Except as may be required in the Certificate of Incorporation, at all meetings of stockholders for the election of directors at which a quorum is present, directors shall be elected by a plurality of the votes of the shares present in person or represented by proxy at the meeting and entitled to vote on the election of directors. At all meetings of stockholders at which a quorum is present, unless a different or minimum vote is required by applicable law, rule or regulation applicable to the Corporation or its securities, the rules or regulations of any stock exchange applicable to the Corporation, the Certificate of Incorporation or these Bylaws, in which case such different or minimum vote shall be the applicable vote on the matter, every matter other than the election of directors shall be decided by the affirmative vote of the holders of a majority of the voting power of the shares of stock entitled to vote on such matter that are present in person or represented by proxy at the meeting and are voted for or against the matter (or if there are two or more classes or series of stock entitled to vote as separate classes, then in the case of each class or series, the holders of a majority of the voting power of the shares of stock of that class or series present in person or represented by proxy at the meeting voting for or against such matter).

Section 1.8 Fixing Date for Determination of Stockholders of Record.

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

1.8.2 Stockholder Action by Written Consent. If stockholders are permitted to act by written consent pursuant to the Certificate of Incorporation, in order that the Corporation may determine the stockholders entitled to consent to corporate action in writing without a meeting, the Board may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board, and which date shall not be more than ten (10) days after the date upon which the resolution fixing the record date is adopted by the Board. If no record date has been fixed by the Board pursuant to the first sentence of this Section 1.8.2, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting (if stockholders are permitted to act by written consent pursuant to the Certificate of Incorporation), when no prior action by the Board is required by applicable law, shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Corporation by delivery to its registered office in Delaware, its principal place of business, or to any officer or agent of the Corporation having custody of the book in which proceedings of meetings of stockholders are recorded. If no record date has been fixed by the Board pursuant to the first sentence of this Section 1.8.2, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting if prior action by the Board is required by applicable law shall be at the close of business on the date on which the Board adopts the resolution taking such prior action.

1.8.3 Meetings. In order that the Corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board may fix, in advance, a record date, which shall not precede the date upon which the resolution fixing the record date is adopted by the Board and which shall not be more than sixty (60) days prior to such action. If no such record date is fixed by the Board, then the record date for determining stockholders for any such purpose shall be at 5:00 p.m. Pacific Time on the day on which the Board adopts the resolution relating thereto.

Section 1.9 List of Stockholders Entitled to Vote. The Corporation shall prepare, at least ten (10) days before every meeting of stockholders, a complete list of stockholders entitled to vote at the meeting (*provided, however*, if the record date for determining the stockholders entitled to vote is less than ten (10) days before the date of the meeting, the list shall reflect the stockholders entitled to vote as of the tenth (10th) day before the meeting date), arranged in alphabetical order and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, for a period of at least ten (10) days prior to the meeting, (a) on a reasonably accessible electronic network as permitted by applicable law (*provided* that the information required to gain access to the list is provided with the notice of the meeting), or (b) during ordinary business hours, at the principal place of business of the Corporation. If the meeting is held at a location where stockholders may attend in person, a list of stockholders entitled to vote at the meeting shall also be produced and kept at the time and place of the meeting during the whole time thereof and may be inspected by any stockholder who is present at the meeting. If the meeting is held solely by means of remote communication, then the list shall be open to the examination of any stockholder during the whole time of the meeting on a reasonably accessible electronic network, and the information required to access the list shall be provided with the notice of the meeting. Except as otherwise provided by law, the stock ledger shall be the only evidence as to who are the stockholders entitled to examine the list of stockholders required by this Section 1.9 or to vote in person or by proxy at any meeting of stockholders.

Section 1.10 Inspectors of Elections.

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

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

1.10.3 Inspector's Oath. Each inspector of election, before entering upon the discharge of his duties, shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of such inspector's ability.

1.10.4 Duties of Inspectors. At a meeting of stockholders, the inspectors of election shall (a) ascertain the number of shares outstanding and the voting power of each share, (b) determine the shares represented at a meeting and the validity of proxies and ballots, (c) count all votes and ballots, (d) determine and retain for a reasonable period of time a record of the disposition of any challenges made to any determination by the inspectors, and (e) certify their determination of the number of shares represented at the meeting, and their count of all votes and ballots. The inspectors may appoint or retain other persons or entities to assist the inspectors in the performance of the duties of the inspectors.

1.10.5 Opening and Closing of Polls. The date and time of the opening and the closing of the polls for each matter upon which the stockholders will vote at a meeting shall be announced by the chairperson of the meeting at the meeting. No ballot, proxies or votes, nor any revocations thereof or changes thereto, shall be accepted by the inspectors after the closing of the polls unless the Court of Chancery upon application by a stockholder shall determine otherwise.

1.10.6 Determinations. In determining the validity and counting of proxies and ballots, the inspectors shall be limited to an examination of the proxies, any envelopes submitted with those proxies, any information provided in connection with proxies pursuant to Section 211(a)(2)b.(i) of the DGCL, or in accordance with Sections 211(e) or 212(c)(2) of the DGCL, ballots and the regular books and records of the Corporation, except that the inspectors may consider other reliable information for the limited purpose of reconciling proxies and ballots submitted by or on behalf of banks, brokers, their nominees or similar persons which represent more votes than the holder of a proxy is authorized by the record owner to cast or more votes

than the stockholder holds of record. If the inspectors consider other reliable information for the limited purpose permitted herein, the inspectors at the time they make their certification of their determinations pursuant to this Section 1.10 shall specify the precise information considered by them, including the person or persons from whom they obtained the information, when the information was obtained, the means by which the information was obtained and the basis for the inspectors' belief that such information is accurate and reliable.

Section 1.11 Conduct of Meetings. The Board may adopt by resolution such rules and regulations for the conduct of the meeting of stockholders as it shall deem appropriate. Except to the extent inconsistent with such rules and regulations as adopted by the Board, the person presiding over any meeting of stockholders shall have the right and authority to convene and (for any or no reason) to recess and/or adjourn the meeting, to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such presiding person, are appropriate for the proper conduct of the meeting. Such rules, regulations or procedures, whether adopted by the Board or prescribed by the presiding person of the meeting, may include, without limitation, the following: (i) the establishment of an agenda or order of business for the meeting; (ii) rules and procedures for maintaining order at the meeting and the safety of those present; (iii) limitations on attendance at or participation in the meeting to stockholders entitled to vote at the meeting, their duly authorized and constituted proxies or such other persons as the presiding person of the meeting shall determine; (iv) restrictions on entry to the meeting after the time fixed for the commencement thereof; (v) limitations on the time allotted to questions or comments by participants; (vi) restricting the use of audio/video recording devices and cell phones; and (vii) complying with any state and local laws and regulations concerning safety and security. The presiding person at any meeting of stockholders, in addition to making any other determinations that may be appropriate to the conduct of the meeting, shall, if the facts warrant, determine and declare to the meeting that a matter or business was not properly brought before the meeting and if such presiding person should so determine, such presiding person shall so declare to the meeting and any such matter or business not properly brought before the meeting shall not be transacted or considered. Unless and to the extent determined by the Board or the person presiding over the meeting, meetings of stockholders shall not be required to be held in accordance with the rules of parliamentary procedure.

Section 1.12 Notice of Stockholder Business; Nominations.

1.12.1 Annual Meeting of Stockholders.

(a) Nominations of persons for election to the Board and the proposal of other business to be considered by the stockholders may be made at an annual meeting of stockholders only: (i) pursuant to the Corporation's notice of such meeting (or any supplement thereto), (ii) by or at the direction of the Board or any committee thereof or (iii) by any stockholder of the Corporation who was a stockholder of record at the time of giving of the notice provided for in this Section 1.12 (the "***Record Stockholder***"), who is entitled to vote at such meeting and who complies with the notice and other procedures set forth in this Section 1.12 in all applicable respects. For the avoidance of doubt, the foregoing clause (iii) shall be the exclusive means for a stockholder to make nominations or propose business (other than business included in the Corporation's proxy materials pursuant to Rule 14a-8 under the Securities Exchange Act of 1934, as amended (such act, and the rules and regulations promulgated thereunder, the "***Exchange Act***")), at an annual meeting of stockholders, and such stockholder must fully comply with the notice and other procedures set forth in this Section 1.12 to make such nominations or propose business before an annual meeting.

(b) For nominations or other business to be properly brought before an annual meeting by a Record Stockholder pursuant to Section 1.12.1(a) of these Bylaws:

(i) the Record Stockholder must have given timely notice thereof in writing to the Secretary of the Corporation and provide any updates or supplements to such notice at the times and in the forms required by this Section 1.12;

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

(iii) if the Proposing Person (as defined below) has provided the Corporation with a Solicitation Notice (as defined below), such Proposing Person must, in the case of a proposal other than the nomination of persons for election to the Board, have delivered a proxy statement and form of proxy to holders of at least the percentage of the Corporation's voting shares required under applicable law to carry any such proposal, or, in the case of a nomination or nominations, have delivered a proxy statement and form of proxy to holders of a percentage of the Corporation's voting shares reasonably believed by such Proposing Person to be sufficient to elect the nominee or nominees proposed to be nominated by such Record Stockholder, and must, in either case, have included in such materials the Solicitation Notice; and

(iv) if no Solicitation Notice relating thereto has been timely provided pursuant to this Section 1.12, the Proposing Person proposing such business or nomination must not have solicited a number of proxies sufficient to have required the delivery of such a Solicitation Notice under this Section 1.12. To be timely, a Record Stockholder's notice must be delivered to the Secretary at the principal executive offices of the Corporation not later than 5:00 p.m. Pacific Time on the ninetieth (90th) day nor earlier than 5:00 p.m. Pacific Time on the one hundred and twentieth (120th) day prior to the first anniversary of the preceding year's annual meeting (which date shall, for purposes of the Corporation's first annual meeting of stockholders after its shares of Common Stock (as defined in the Restated Certificate of Incorporation) are first publicly traded, be deemed to have occurred on , 2020); ***provided***, ***however***, that in the event that the date of the annual meeting is more than thirty (30) days before or more than seventy (70) days after such anniversary date, notice by the Record Stockholder to be timely must be so delivered (A) no earlier than 5:00 p.m. Pacific Time on the one hundred and twentieth (120th) day prior to such annual meeting and (B) no later than 5:00 p.m. Pacific Time on the later of the ninetieth (90th) day prior to such annual meeting or 5:00 p.m. Pacific Time on the tenth (10th) day following the day on which Public Announcement (as defined below) of the date of such meeting is first made by the Corporation. In no event shall an adjournment or postponement of an annual meeting commence a new time period (or extend any time period) for providing the Record Stockholder's notice.

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

(i) the name, age, business address and residence address of such person;

(ii) the principal occupation or employment of such nominee;

(iii) the class, series and number of any shares of stock of the Corporation that are beneficially owned or owned of record by such person or any Associated Person (as defined in Section 1.12.4(c));

(iv) the date or dates such shares were acquired and the investment intent of such acquisition;

(v) all other information relating to such person that would be required to be disclosed in solicitations of proxies for election of directors in an election contest (even if an election contest is not involved), or would be otherwise required, in each case pursuant to and in accordance with Section 14(a) (or any successor provision) under the Exchange Act and the rules and regulations thereunder;

(vi) such person's written consent to being named in the Corporation's proxy statement as a nominee, to the public disclosure of information regarding or related to such person provided to the Corporation by such person or otherwise pursuant to this Section 1.12 and to serving as a director if elected;

(vii) whether such person meets the independence requirements of the stock exchange upon which the Corporation's Class A Common Stock (or Common Stock) is primarily traded;

(viii) a description of all direct and indirect compensation and other material monetary agreements, arrangements and understandings during the past three (3) years, and any other material relationships, between or among such Proposing Person or any of its respective affiliates and associates, on the one hand, and each proposed nominee, and his or her respective affiliates and associates, on the other hand, including all information that would be required to be disclosed pursuant to Rule 404 promulgated under Regulation S-K if the Proposing Person or any of its respective affiliates and associates were the "registrant" for purposes of such rule and the nominee were a director or executive officer of such registrant; and

(ix) a completed and signed questionnaire, representation and agreement required by Section 1.12.2 of these Bylaws.

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

(i) brief description of the business desired to be brought before the meeting, the text of the proposal or business (including the text of any resolutions proposed for consideration and in the event that such business includes a proposal to amend the Bylaws, the text of the proposed amendment), the reasons for conducting such business at the meeting and any material interest in such business of such Proposing Person, including any anticipated benefit to any Proposing Person therefrom; and

(ii) description of all agreements, arrangements and understandings between or among any such Proposing Person and any of its respective affiliates or associates, on the one hand, and any other person or persons, on the other hand, (including their names) in connection with the proposal of such business by such Proposing Person;

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

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

(ii) the class or series and number of shares of stock of the Corporation that are directly or indirectly owned of record or beneficially owned by such Proposing Person, including any shares of any class or series of the Corporation as to which such Proposing Person has a right to acquire beneficial ownership at any time in the future;

(iii) whether and the extent to which any derivative interest in the Corporation's equity securities (including without limitation any option, warrant, convertible security, stock appreciation right, or similar right with an exercise or conversion privilege or a settlement payment or mechanism at a price related to any class or series of shares of the Corporation or with a value derived in whole or in part from the value of any class or series of shares of the Corporation, whether or not such instrument or right shall be subject to settlement in the underlying class or series of shares of the Corporation or otherwise, and any cash-settled equity swap, total return swap, synthetic equity position or similar derivative arrangement (any of the foregoing, a "***Derivative Instrument***"), as well as any rights to dividends on the shares of any class or series of shares of the Corporation that are separated or separable from the underlying shares of the Corporation) or any short interest in any security of the Corporation (for purposes of this Bylaw a person shall be deemed to have a short interest in a security if such person directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, has the opportunity to profit or share in any profit derived from any increase or decrease in the value of the subject security, including through performance-related fees) is held directly or indirectly by or for the benefit of such Proposing Person, including without limitation whether and the extent to which any ongoing hedging or other transaction or series of transactions has been entered into by or on behalf of, or any other agreement, arrangement or understanding (including without limitation any short position or any borrowing or lending of shares) has been made, the effect or intent of which is to mitigate loss to or manage risk or benefit of share price changes for, or to increase or decrease the voting power of, such Proposing Person with respect to any share of stock of the Corporation (any of the foregoing, a "***Short Interest***");

(iv) any proportionate interest in shares of the Corporation or Derivative Instruments held, directly or indirectly, by a general or limited partnership in which such Proposing Person or any of its respective affiliates or associates is a general partner or, directly or indirectly, beneficially owns an interest in a general partner of such general or limited partnership;

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

(vi) any significant equity interests or any Derivative Instruments or Short Interests in any Competitor held by such Proposing Person and/or any of its respective affiliates or associates;

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

(viii) all information that would be required to be set forth in a Schedule 13D filed pursuant to Rule 13d-1(a) or an amendment pursuant to Rule 13d-2(a) if such a statement were required to be filed under the Exchange Act and the rules and regulations promulgated thereunder by such Proposing Person and/or any of its respective affiliates or associates;

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

(x) such Proposing Person's written consent to the public disclosure of information provided to the Corporation pursuant to this Section 1.12;

(xi) a complete written description of any agreement, arrangement or understanding (whether oral or in writing) (including any knowledge that another person or entity is Acting in Concert (as defined in Section 1.12.4(c)) with such Proposing Person) between or among such Proposing Person, any of its respective affiliates or associates and any other person Acting in Concert with any of the foregoing persons;

(xii) a representation that the Record Stockholder is a holder of record of stock of the Corporation entitled to vote at such meeting and intends to appear in person or by proxy at the meeting to propose such business or nomination;

(xiii) a representation whether such Proposing Person intends (or is part of a group that intends) to deliver a proxy statement or form of proxy to holders of, in the case of a proposal, at least the percentage of the Corporation's voting shares required under applicable law to carry the proposal or, in the case of a nomination or nominations, a sufficient number of holders of the Corporation's voting shares to elect such nominee or nominees (an affirmative statement of such intent being a "***Solicitation Notice***"); and

(xiv) any proxy, contract, arrangement, or relationship pursuant to which the Proposing Person has a right to vote, directly or indirectly, any shares of any security of the Corporation.

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

(f) A stockholder providing written notice required by this Section 1.12 shall update such notice in writing, if necessary, so that the information provided or required to be provided in such notice is true and correct in all material respects as of (i) the record date for determining the stockholders entitled to notice of the meeting and (ii) 5:00 p.m. Pacific Time on the tenth (10th) business day prior to the meeting or any adjournment or postponement thereof. In the case of an update pursuant to clause (i) of the foregoing sentence, such update shall be received by the Secretary of the Corporation at the principal executive office of the Corporation not later than five (5) business days after the record date for determining the stockholders entitled to notice of the meeting, and in the case of an update and supplement pursuant to clause (ii) of the foregoing sentence, such update and supplement shall be received by the Secretary of the Corporation at the principal executive office of the Corporation not later than eight (8) business days prior to the date for the meeting, and, if practicable, any adjournment or postponement thereof (and, if not practicable, on the first practicable date prior to the date to which the meeting has been adjourned or postponed). For the avoidance of doubt, the obligation to update as set forth in this paragraph shall not limit the Corporation's rights with respect to any deficiencies in any notice provided by a stockholder, extend any applicable deadlines hereunder or enable or be deemed to permit a stockholder who has previously submitted notice hereunder to amend or update any proposal or nomination or to submit any new proposal, including by changing or adding nominees, matters, business and/or resolutions proposed to be brought before a meeting of the stockholders.

(g) Notwithstanding anything in Section 1.12 or any other provision of the Bylaws to the contrary, any person who has been determined by a majority of the Whole Board to have violated Section 2.11 of these Bylaws or a Board Confidentiality Policy (as defined below) while serving as a director of the Corporation in the preceding five (5) years shall be ineligible to be nominated or be qualified to serve as a member of the Board, absent a prior waiver for such nomination or qualification approved by two-thirds of the Whole Board.

1.12.2 Submission of Questionnaire, Representation and Agreement. To be eligible to be a nominee of any stockholder for election or reelection as a director of the Corporation, the person proposed to be nominated must deliver (in accordance with the time periods prescribed for delivery of notice under Section 1.12 of these Bylaws) to the Secretary at the principal executive offices of the Corporation a completed and signed questionnaire in the form required by the Corporation (which form the stockholder shall request in writing from the

Secretary of the Corporation and which the Secretary shall provide to such stockholder within ten days of receiving such request) with respect to the background and qualification of such person to serve as a director of the Corporation and the background of any other person or entity on whose behalf, directly or indirectly, the nomination is being made and a signed representation and agreement (in the form available from the Secretary upon written request) that such person: (a) is not and will not become a party to (i) any agreement, arrangement or understanding with, and has not given any commitment or assurance to, any person or entity as to how such person, if elected as a director of the Corporation, will act or vote on any issue or question (a "***Voting Commitment***") that has not been disclosed to the Corporation or (ii) any Voting Commitment that could limit or interfere with such person's ability to comply, if elected as a director of the Corporation, with such person's fiduciary duties under applicable law, (b) is not and will not become a party to any Compensation Arrangement (as defined below) that has not been disclosed therein, (c) if elected as a director of the Corporation, will comply with all informational and similar requirements of applicable insurance policies and laws and regulations in connection with service or action as a director of the Corporation, (d) if elected as a director of the Corporation, will comply with all corporate governance, conflict of interest, stock ownership requirements, confidentiality and trading policies and guidelines of the Corporation publicly disclosed from time to time, (e) if elected as a director of the Corporation, will act in the best interests of the Corporation and its stockholders and not in the interests of individual constituencies, (f) consents to being named as a nominee in the Corporation's proxy statement pursuant to Rule 14a-4(d) under the Exchange Act and any associated proxy card of the Corporation and agrees to serve if elected as a director and (g) intends to serve as a director for the full term for which such individual is to stand for election.

1.12.3 Special Meetings of Stockholders. Only such business shall be conducted at a special meeting of stockholders as shall have been brought before the meeting pursuant to the Corporation's notice of such meeting. Nominations of persons for election to the Board may be made at a special meeting of stockholders at which directors are to be elected pursuant to the Corporation's notice of such meeting (a) by or at the direction of the Board or any committee thereof or (b) provided that the Board has determined that directors shall be elected at such meeting, by any stockholder of the Corporation who is a stockholder of record at the time of giving of notice of the special meeting, who shall be entitled to vote at the meeting and who complies with the notice and other procedures set forth in this Section 1.12 in all applicable respects. In the event the Corporation calls a special meeting of stockholders for the purpose of electing one or more directors to the Board, any such stockholder may nominate a person or persons (as the case may be), for election to such position(s) as specified in the Corporation's notice of meeting, if the stockholder's notice required by Section 1.12.1(b) of these Bylaws shall be delivered to the Secretary of the Corporation at the principal executive offices of the Corporation (i) no earlier than the one hundred and twentieth (120th) day prior to such special meeting and (ii) no later than 5:00 p.m. Pacific Time on the later of the ninetieth (90th) day prior to such special meeting or the tenth (10th) day following the day on which Public Announcement is first made of the date of the special meeting and of the nominees proposed by the Board to be elected at such meeting. In no event shall an adjournment or postponement of a special meeting commence a new time period (or extend any time period) for providing such notice.

1.12.4 General.

(a) Except as otherwise expressly provided in any applicable rule or regulation promulgated under the Exchange Act, only such persons who are nominated in accordance with the procedures set forth in this Section 1.12 shall be eligible to be elected at a meeting of stockholders and serve as directors and only such business shall be conducted at a meeting of stockholders as shall have been brought before the meeting in accordance with the procedures set forth in this Section 1.12. Except as otherwise provided by law or these Bylaws, the chairperson of the meeting shall have the power and duty to determine whether a nomination or any other business proposed to be brought before the meeting was made or proposed, as the case may be, in accordance with the procedures set forth in this Section 1.12 and, if any proposed nomination or business is not in compliance herewith, to declare that such defective proposal or nomination shall be disregarded. Notwithstanding the foregoing provisions of this Section 1.12, unless otherwise required by law, if the stockholder (or a Qualified Representative of the stockholder (as defined below)) does not appear at the annual or special meeting of stockholders of the Corporation to present a nomination or proposed business, such nomination shall be disregarded and such proposed business shall not be transacted, notwithstanding that proxies in respect of such vote may have been received by the Corporation.

(b) Notwithstanding the foregoing provisions of this Section 1.12, a stockholder shall also comply with all applicable requirements of the Exchange Act and the rules and regulations thereunder with respect to the matters set forth herein. Nothing in this Section 1.12 shall be deemed to affect any rights of (a) stockholders to request inclusion of proposals in the Corporation's proxy statement pursuant to Rule 14a-8 under the Exchange Act or (b) the holders of any series of Preferred Stock to elect directors pursuant to any applicable provisions of the Certificate of Incorporation.

1.12.5 For purposes of these Bylaws the following definitions shall apply:

(A) a person shall be deemed to be "***Acting in Concert***" with another person if such person knowingly acts (whether or not pursuant to an express agreement, arrangement or understanding) in concert with, or toward a common goal relating to the management, governance or control of the Corporation in substantial parallel with, such other person where (1) each person is conscious of the other person's conduct or intent and this awareness is an element in their decision-making processes and (2) at least one additional factor suggests that such persons intend to act in concert or in substantial parallel, which such additional factors may include, without limitation, exchanging information (whether publicly or privately), attending meetings, conducting discussions or making or soliciting invitations to act in concert or in substantial parallel; provided that a person shall not be deemed to be Acting in Concert with any other person solely as a result of the solicitation or receipt of revocable proxies or consents from such other person in response to a solicitation made pursuant to, and in accordance with, Section 14(a) (or any successor provision) of the Exchange Act by way of a proxy or consent solicitation statement filed on Schedule 14A. A person Acting in Concert with another person shall be deemed to be Acting in Concert with any third party who is also Acting in Concert with such other person;

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

(C) "***Associated Person***" shall mean with respect to any subject stockholder or other person (including any proposed nominee) (1) any person directly or indirectly controlling, controlled by or under common control with such stockholder or other person, (2) any beneficial owner of shares of stock of the Corporation owned of record or beneficially by such stockholder or other person, (3) any associate of such stockholder or other person, and (4) any person directly or indirectly controlling, controlled by or under common control or Acting in Concert with any such Associated Person;

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

(E) "***Competitor***" shall mean any entity that provides products or services that compete with or are alternatives to the principal products produced or services provided by the Corporation or its affiliates;

(F) "***Proposing Person***" shall mean (1) the Record Stockholder providing the notice of business proposed to be brought before an annual meeting or nomination of persons for election to the Board at a stockholder meeting, (2) the beneficial owner or beneficial owners, if different, on whose behalf the notice of business proposed to be brought before the annual meeting or nomination of persons for election to the Board at a stockholder meeting is made, and (3) any Associated Person on whose behalf the notice of business proposed to be brought before the annual meeting or nomination of persons for election to the Board at a stockholder meeting is made;

(G) "***Public Announcement***" shall mean disclosure in a press release reported by a national news service or in a document publicly filed by the Corporation with the Securities and Exchange Commission pursuant to Section 13, 14 or 15(d) of the Exchange Act; and

(H) to be considered a "***Qualified Representative***" of a stockholder, a person must be a duly authorized officer, manager, trustee or partner of such stockholder or must be authorized by a writing executed by such stockholder or an electronic transmission delivered by such stockholder to act for such stockholder as a proxy at the meeting of stockholders and such person must produce such writing or electronic transmission, or a reliable reproduction thereof, at the meeting. The Secretary of the Corporation, or any other person who shall be appointed to serve as secretary of the meeting, may require, on behalf of the Corporation, reasonable and appropriate documentation to verify the status of a person purporting to be a "Qualified Representative" for purposes hereof.

Section 1.13 Action by Written Consent of Stockholders. Until the Voting Threshold Date (as defined in the Certificate of Incorporation) and subject to any other restrictions in the Certificate of Incorporation, any action required or permitted to be taken at any annual or special meeting of the stockholders may be taken without a meeting, without prior notice and without a vote, if a consent or consents setting forth the action so taken shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered to the Corporation by delivery to its registered office in the State of Delaware, its principal place of business, or an officer or agent of the Corporation having custody of the book in which minutes of proceedings of stockholders are recorded. Delivery made to the Corporation's registered office shall be by hand or by certified or registered mail, return receipt requested. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall, to the extent required by law, be given to those stockholders who have not consented in writing and who, if the action had been taken at a meeting, would have been entitled to notice of the meeting if the record date for notice of such meeting had been the date that written consents signed by a sufficient number of holders to take the action were delivered to the Corporation.

Section 1.14 Delivery to the Corporation. Whenever this Article II requires one or more persons (including a record or beneficial owner of stock) to deliver a document or information to the Corporation or any officer, employee or agent thereof (including any notice, request, questionnaire, revocation, representation or other document or agreement), unless the Corporation elects otherwise, such document or information shall be in writing exclusively (and not in an electronic transmission) and shall be delivered exclusively by hand (including, without limitation, overnight courier service) or by certified or registered mail, return receipt requested, and the Corporation shall not be required to accept delivery of any document not in such written form or so delivered.

ARTICLE II
BOARD OF DIRECTORS

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

Section 2.2 Election; Resignation; Removal; Vacancies. Election of directors need not be by written ballot. Unless otherwise provided by the Certificate of Incorporation and subject to the special rights of holders of any series of Preferred Stock to elect directors, immediately following the Voting Threshold Date (as defined in the Certificate of Incorporation), the Board shall be divided into three classes, designated as Class I, Class II and Class III. The number of directors in each class shall be divided as nearly equal as is practicable. Each director shall hold office until the annual meeting at which such director's term expires and until such director's successor is elected and qualified or until such director's earlier death, resignation, disqualification or removal. Any director may resign by delivering a resignation in writing or by electronic transmission to the Corporation at its principal office or to the Chairperson of the Board, the Chief Executive Officer, or the Secretary. Such resignation shall be effective upon delivery unless it is specified to be effective at a later time or upon the

happening of an event. Subject to the special rights of holders of any series of Preferred Stock to elect directors, directors may be removed only as provided by the Certificate of Incorporation and applicable law. All vacancies occurring in the Board and any newly created directorships resulting from any increase in the authorized number of directors shall be filled in the manner set forth in the Certificate of Incorporation.

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

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

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

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

Section 2.7 Organization. Meetings of the Board shall be presided over by (a) the Chairperson of the Board, or (b) in the absence of such person, the Lead Independent Director, or (c) in such person's absence, by the Chief Executive Officer, or (d) in such person's absence, by a chairperson chosen by the Board at the meeting. Unless otherwise determined by the Board, the Secretary shall act as secretary of the meeting, but in such person's absence the chairperson of the meeting may appoint any person to act as secretary of the meeting.

Section 2.8 Unanimous Action by Directors in Lieu of a Meeting. Any action required or permitted to be taken at any meeting of the Board, or of any committee thereof, may be taken without a meeting if all members of the Board or such committee, as the case may be, consent thereto in writing or by electronic transmission, and any consent may be documented, signed and delivered in any manner permitted by Section 116 of the DGCL. After an action is taken, the consent or consents relating thereto shall be filed with the minutes of proceedings of the Board or committee, as applicable. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

Section 2.9 Powers. Except as otherwise provided by the Certificate of Incorporation or the DGCL, the business and affairs of the Corporation shall be managed by or under the direction of the Board.

Section 2.10 Compensation of Directors. Members of the Board, as such, may receive, pursuant to a resolution of the Board, fees and other compensation for their services as directors, including without limitation their services as members of committees of the Board.

Section 2.11 Confidentiality. Each director shall maintain the confidentiality of, and shall not share with any third party person or entity (including third parties that originally sponsored, nominated or designated such director (the "***Sponsoring Party***")), any non-public information learned in their capacities as directors, including communications among Board members in their capacities as directors. The Board may adopt a board confidentiality policy further implementing and interpreting this bylaw (a "***Board Confidentiality Policy***"). All directors are required to comply with this bylaw and any such Board Confidentiality Policy unless such director or the Sponsoring Party for such director has entered into a specific written agreement with the Corporation, in either case as approved by the Board, providing otherwise with respect to such confidential information.

ARTICLE III
COMMITTEES

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

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

ARTICLE IV
OFFICERS; CHAIRPERSON; LEAD INDEPENDENT DIRECTOR

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

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

(a) to act as the general manager and, subject to the control of the Board, to have general supervision, direction and control of the business and affairs of the Corporation;

(b) subject to Section 1.6 of these Bylaws, to preside at all meetings of the stockholders;

(c) subject to Section 1.2 of these Bylaws, to call special meetings of the stockholders to be held at such times and, subject to the limitations prescribed by law or by these Bylaws, at such places as he or she shall deem proper; and

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

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

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

Section 4.4 Lead Independent Director. The Board may, in its discretion, elect a lead independent director from among its members that are Independent Directors (as defined below) (such director, the "***Lead Independent Director***"). The Lead Independent Director shall preside at all meetings at which the Chairperson of the Board is not present and shall exercise such other powers and duties as may from time to time be assigned to him or her by the Board or as prescribed by these Bylaws. For purposes of these Bylaws, "***Independent Director***" has the meaning ascribed to such term under the rules of the exchange upon which the Corporation's Class A Common Stock is primarily traded.

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

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

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

Section 4.8 Vice President. Each Vice President shall have all such powers and duties as are commonly incident to the office of Vice President or that are delegated to him or her by the Board or the Chief Executive Officer. A Vice President may be designated by the Board to perform the duties and exercise the powers of the Chief Executive Officer or President in the event of the Chief Executive Officer's or President's absence or disability.

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

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

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

Section 4.12 Voting Shares in Other Business Entities. The Chairperson, the CEO, the President, if any is appointed, any vice president, the CFO, the Secretary or assistant secretary of the Corporation, or any other person authorized by the Board of Directors may vote, and otherwise exercise on behalf of the Corporation any and all rights and powers incident to the ownership of, any and all shares of stock or other equity interest held by the Corporation in any other corporation or other business entity. The authority granted herein may be exercised either by such person directly or by any other person authorized to do so by proxy or power of attorney duly executed by the person having such authority.

Section 4.13 Execution of Corporate Contracts and Instruments. The Board of Directors, except as otherwise provided in these Bylaws, shall designate the officers, employees and agents of the Corporation who shall have power to enter into any contract or execute any instrument in the name of and on behalf of the Corporation. Such delegation may be by resolution or otherwise and the authority granted shall be general or confined to specific matters, all as the Board of Directors or any such committee may determine. In the absence of such designation referred to in the first sentence of this Section 4.13, the officers of the Corporation shall have such power so referred to, to the extent incident to the normal performance of their duties.

ARTICLE V
STOCK

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

Section 5.2 Lost, Stolen or Destroyed Stock Certificates; Issuance of New Certificates or Uncertificated Shares. The Corporation may issue a new certificate of stock or uncertificated shares in the place of any certificate previously issued by it, alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed, and the Corporation may require the owner of the lost, stolen or destroyed certificate, or such owner's legal representative, to agree to indemnify the Corporation and/or to give the Corporation a bond sufficient to indemnify it, against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate or uncertificated shares.

Section 5.3 Other Regulations. Subject to applicable law, the Certificate of Incorporation and these Bylaws, the issue, transfer, conversion and registration of shares represented by certificates and of uncertificated shares shall be governed by such other regulations as the Board may establish.

ARTICLE VI
INDEMNIFICATION

Section 6.1 Indemnification of Officers and Directors. Each person who was or is made a party to, or is threatened to be made a party to, or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, legislative or any other type whatsoever (a "***Proceeding***"), by reason of the fact that such person (or a person of whom such person is the legal representative), is or was a director or officer of the Corporation

or, while serving as a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee, agent or trustee of another corporation, or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans (for purposes of this Article VI, an "***Indemnitee***"), shall be indemnified and held harmless by the Corporation to the fullest extent permitted by the DGCL as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than such law permitted the Corporation to provide prior to such amendment), against all expenses, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes and penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such Indemnitee in connection therewith, provided such Indemnitee acted in good faith and in a manner that the Indemnitee reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal Proceeding, had no reasonable cause to believe the Indemnitee's conduct was unlawful. Such indemnification shall continue as to an Indemnitee who has ceased to be a director or officer of the Corporation and shall inure to the benefit of such Indemnitees' heirs, executors and administrators. Notwithstanding the foregoing, subject to Section 6.5 of these Bylaws, the Corporation shall indemnify any such Indemnitee seeking indemnity in connection with a Proceeding (or part thereof) initiated by such Indemnitee only if such Proceeding (or part thereof) was authorized by the Board or such indemnification is authorized by an agreement approved by the Board.

Section 6.2 Advance of Expenses. The Corporation shall pay all expenses (including attorneys' fees) incurred by an Indemnitee in defending any Proceeding in advance of its final disposition; *provided*, *however*, that if the DGCL then so requires, the advancement of such expenses shall be made only upon delivery to the Corporation of an undertaking, by or on behalf of such Indemnitee, to repay such amounts if it shall ultimately be determined that such Indemnitee is not entitled to be indemnified under this Article VI or otherwise.

Section 6.3 Non-Exclusivity of Rights. The rights conferred on any person in this Article VI shall not be exclusive of any other right that such person may have or hereafter acquire under any statute, provision of the Certificate of Incorporation, Bylaws, agreement, vote or consent of stockholders or disinterested directors, or otherwise. Additionally, nothing in this Article VI shall limit the ability of the Corporation, in its discretion, to indemnify or advance expenses to persons whom the Corporation is not obligated to indemnify or advance expenses pursuant to this Article VI.

Section 6.4 Indemnification Contracts. The Board is authorized to cause the Corporation to enter into indemnification contracts with any director, officer, employee or agent of the Corporation, or any person serving at the request of the Corporation as a director, officer, employee, agent or trustee of another corporation, partnership, joint venture, trust or other enterprise, including employee benefit plans, providing indemnification or advancement rights to such person. Such rights may be greater than those provided in this Article VI.

Section 6.5 Right of Indemnitee to Bring Suit. The following shall apply to the extent not in conflict with any indemnification contract provided for in Section 6.4 of these Bylaws.

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

6.5.2 Effect of Determination. The absence of a determination prior to the commencement of such suit that indemnification of the Indemnitee is proper in the circumstances because the Indemnitee has met the applicable standard of conduct set forth in applicable law shall not create a presumption that the Indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the Indemnitee, be a defense to such suit.

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

Section 6.6 Nature of Rights. The rights conferred upon Indemnitees in this Article VI shall be contract rights and such rights shall continue as to an Indemnitee who has ceased to be a director, officer or trustee and shall inure to the benefit of the Indemnitee's heirs, executors and administrators. Any amendment, repeal or modification of any provision of this Article VI that adversely affects any right of an Indemnitee or an Indemnitee's successors shall be prospective only, and shall not adversely affect any right or protection conferred on a person pursuant to this Article VI with respect to any Proceeding involving any occurrence or alleged occurrence of any action or omission to act that took place prior to such amendment, repeal or modification. Any reference to an officer of the Corporation in this Article VI shall be deemed to refer exclusively to the Chief Executive Officer, President, Treasurer, Chief Financial Officer, and Secretary of the Corporation appointed pursuant to Article IV of these Bylaws, and to any Vice President, Assistant Secretary, Assistant Treasurer or other officer of the Corporation appointed by the Board of Directors or by the Chief Executive Officer pursuant to Article IV of these Bylaws, and any reference to an officer of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise shall be deemed to refer exclusively to an officer appointed by the board of directors or equivalent governing body of such other entity pursuant to the certificate of incorporation and bylaws or equivalent organizational documents of such other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise. The fact that any person who is or was an employee of the Corporation or an employee of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, but not an

officer thereof as described in the preceding sentence, has been given or has used the title of "Vice President" or any other title that could be construed to suggest or imply that such person is or may be such an officer of the Corporation or of such other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise shall not result in such person being constituted as, or being deemed to be, such an officer of the Corporation or of such other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise for purposes of this Article VI.

Section 6.7 Insurance. The Corporation may purchase and maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the DGCL.

ARTICLE VII
NOTICES

Section 7.1 Notice.

7.1.1 Form and Delivery. Except as otherwise specifically required in these Bylaws (including, without limitation, Section 7.1.2 of these Bylaws) or by applicable law, all notices required to be given pursuant to these Bylaws may (a) in every instance in connection with any delivery to a member of the Board, be effectively given by hand delivery (including use of a delivery service), by depositing such notice in the mail, postage prepaid, or by sending such notice by overnight express courier, facsimile, electronic mail or other form of electronic transmission and (b) be effectively delivered to a stockholder when given by hand delivery, by depositing such notice in the mail, postage prepaid, or by courier service or electronic mail in the manner provided in Section 232 of the DGCL or, if specifically consented to by the stockholder as described in Section 7.1.2 of these Bylaws, by sending such notice by a form of electronic transmission other than electronic mail in the manner prescribed by Section 232 of the DGCL. Any such notice shall be addressed to the person to whom notice is to be given at such person's address as it appears on the records of the Corporation. The notice shall be deemed given (a) in the case of hand delivery, when received by the person to whom notice is to be given or by any person accepting such notice on behalf of such person, (b) in the case of delivery by mail, upon deposit in the mail, (c) in (i) the case of delivery by overnight express courier to a director, when dispatched or (ii) the case of delivery by courier service to a stockholder, the earlier of when the notice is received or left at such stockholder's address, and (d) in (i) the case of delivery by electronic mail, when directed to the director's or stockholder's electronic mail address unless, in the case of a stockholder, the stockholder has notified the corporation in writing or by electronic transmission of an objection to receiving notice by electronic mail or such notice is prohibited by the last sentence of Section 7.1.2 of these Bylaws or (ii) the case of delivery via facsimile or other form of electronic transmission (other than electronic mail) at the time provided in Section 7.1.2 of these Bylaws.

7.1.2 Electronic Transmission. Without limiting the manner by which notice otherwise may be given effectively to stockholders, any notice to stockholders given by the Corporation under any provision of the DGCL, the Certificate of Incorporation, or these Bylaws shall be effective if given by a form of electronic transmission (other than electronic mail) consented to by the stockholder to whom the notice is given in accordance with Section 232 of the DGCL. Notice given pursuant to this Section 7.1.2 shall be deemed given: (i) if by facsimile telecommunication, when directed to a number at which the stockholder has consented to receive notice; (ii) if by a posting on an electronic network together with separate notice to the stockholder of such specific posting, upon the later of such posting and the giving of such separate notice; and (iii) if by any other form of electronic transmission (other than electronic mail), when directed to the stockholder. Notwithstanding the foregoing, a notice may not be given to stockholders by an electronic transmission from and after the time that (a) the Corporation is unable to deliver by such electronic transmission two (2) consecutive notices given by the Corporation, (b) such inability becomes known to the Secretary or an Assistant Secretary or to the transfer agent, or other person responsible for the giving of notice; provided, however, the inadvertent failure to discover such inability shall not invalidate any meeting or other action.

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

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

ARTICLE VIII
INTERESTED DIRECTORS

Section 8.1 Interested Directors. No contract or transaction between the Corporation and one or more of its members of the Board or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are members of the board of directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board or committee thereof that authorizes the contract or transaction, or solely because his, her or their votes are counted for such purpose, if: (a) the material facts as to his, her or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board or the committee, and the Board or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; (b) the material facts as to his, her or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (c) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified by the Board, a committee thereof, or the stockholders.

Section 8.2 Quorum. Interested directors may be counted in determining the presence of a quorum at a meeting of the Board or of a committee which authorizes the contract or transaction.

ARTICLE IX
MISCELLANEOUS

Section 9.1 Fiscal Year. The fiscal year of the Corporation shall be determined by resolution of the Board.

Section 9.2 Seal. The Board may provide for a corporate seal, which may have the name of the Corporation inscribed thereon and shall otherwise be in such form as may be approved from time to time by the Board.

Section 9.3 Form of Records. Any records administered by or on behalf of the Corporation in the regular course of its business, including its stock ledger, books of account and minute books, may be kept on or by means of, or be in the form of any other information storage device, method or one or more electronic networks or databases (including one or more distributed electronic networks or databases), electronic or otherwise, *provided* that the records so kept can be converted into clearly legible paper form within a reasonable time and otherwise comply with the DGCL. The Corporation shall so convert any records so kept upon the request of any person entitled to inspect such records pursuant to any provision of the DGCL.

Section 9.4 Reliance Upon Books and Records. A member of the Board, or a member of any committee designated by the Board shall, in the performance of such person's duties, be fully protected in relying in good faith upon the books and records of the Corporation and upon such information, opinions, reports or statements presented to the Corporation by any of the Corporation's officers or employees, or committees of the Board, or by any other person as to matters the member reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Corporation.

Section 9.5 Certificate of Incorporation Governs. In the event of any conflict between the provisions of the Certificate of Incorporation and Bylaws, the provisions of the Certificate of Incorporation shall govern.

Section 9.6 Severability. If any provision of these Bylaws shall be held to be invalid, illegal, unenforceable or in conflict with the provisions of the Certificate of Incorporation, then such provision shall nonetheless be enforced to the maximum extent possible consistent with such holding and the remaining provisions of these Bylaws (including without limitation, all portions of any section of these Bylaws containing any such provision held to be invalid, illegal, unenforceable or in conflict with the Certificate of Incorporation, that are not themselves invalid, illegal, unenforceable or in conflict with the Certificate of Incorporation) shall remain in full force and effect.

Section 9.7 Time Periods. In applying any provision of these Bylaws which requires that an act be done or not be done a specified number of days prior to an event or that an act be done during a period of a specified number of days prior to an event, calendar days shall be used, the day of the doing of the act shall be excluded, and the day of the event shall be included.

ARTICLE X
AMENDMENT

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

CERTIFICATION OF AMENDED AND RESTATED BYLAWS
OF
CONTEXTLOGIC INC.

(a Delaware corporation)

I, Devang Shah, certify that I am Secretary of ContextLogic Inc., a Delaware corporation (the "***Corporation***"), that I am duly authorized to make and deliver this certification, that the attached Bylaws are a true and complete copy of the Restated Bylaws of the Corporation in effect as of the date of this certificate.

Dated: , 2020

Secretary

Exhibit 4.2

CONTEXTLOGIC INC.

AMENDED AND RESTATED
INVESTORS' RIGHTS AGREEMENT

March 18, 2019

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AMENDED AND RESTATED
INVESTORS' RIGHTS AGREEMENT

THIS AMENDED AND RESTATED INVESTORS' RIGHTS AGREEMENT (the "Agreement") is made as of the 18th day of March 2019, by and among **CONTEXTLOGIC INC.**, a Delaware corporation (the "Company"), and the investors listed on Schedule A hereto, each of which is herein referred to as an "Investor" and collectively as the "Investors".

RECITALS

WHEREAS, certain of the Investors (the "Existing Investors") hold shares of the Company's Series A Preferred Stock, par value $0.0001 per share (the "Series A Preferred Stock"), the Company's Series B Preferred Stock, par value $0.0001 per share (the "Series B Preferred Stock"), the Company's Series C Preferred Stock, par value $0.0001 per share (the "Series C Preferred Stock"), the Company's Series D Preferred Stock, par value $0.0001 per share (the "Series D Preferred Stock"), the Company's Series E Preferred Stock, par value $0.0001 per share (the "Series E Preferred Stock"), the Company's Series F Preferred Stock, par value $0.0001 per share (the "Series F Preferred Stock"), the Company's Series G Preferred Stock, par value $0.0001 per share (the "Series G Preferred Stock") and/or the Company's shares of common stock, par value $0.0001 per share ("Common Stock"), issued upon conversion thereof and possess registration rights, information rights, rights of first offer and other rights pursuant to that certain Amended and Restated Investors' Rights Agreement dated as of September 26, 2017 by and among the Company and such Existing Investors (the "Prior Agreement");

WHEREAS, the Prior Agreement may be amended, and any provision therein waived, with the consent of the Company and the holders of a majority of the outstanding Registrable Securities (as such term is defined in the Prior Agreement);

WHEREAS, the Existing Investors as holders of a majority of the outstanding Registrable Securities (as such term is defined in the Prior Agreement) desire to terminate the Prior Agreement and to accept the rights created pursuant hereto in lieu of the rights granted to them under the Prior Agreement; and

WHEREAS, certain Investors are parties to that certain Series H Preferred Stock Purchase Agreement, dated as of the date hereof (as it may be amended from time to time), by and among the Company and certain of the Investors (the "Series H Agreement"), which provides that as a condition to the closing of the sale of the Series H Preferred Stock, par value $0.0001 per share (the "Series H Preferred Stock" and collectively with the Series A Preferred Stock, the Series B Preferred Stock, the Series C Preferred Stock, the Series D Preferred Stock, the Series E Preferred Stock, the Series F Preferred Stock and the Series G Preferred Stock, the "Preferred Stock"), this Agreement must be executed and delivered by such Investors, Existing Investors holding a majority of the outstanding Registrable Securities (as such term is defined in the Prior Agreement), and the Company.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the Company and the Existing Investors hereby agree that the Prior Agreement shall be superseded and replaced in its entirety by this Agreement, and the parties hereto further agree as follows:

1. Registration Rights. The Company covenants and agrees as follows:

1.1 Definitions. For purposes of this Agreement:

(a) The term "1934 Act" means the Securities Exchange Act of 1934, as amended.

(b) The term "Act" means the Securities Act of 1933, as amended.

(c) The term "Affiliate" means, with respect to any specified Person, any other Person who or which, directly or indirectly, controls, is controlled by, or is under common control with such specified Person, including, without limitation, any general partner, officer, director or manager of such person and any venture capital fund or other investment entity now or hereafter existing that is controlled by one or more general partners, managing members or managers of, or is under common investment management with, such Person; provided, however, that (i) each Wellington Investor shall be deemed to be an "Affiliate" of each other Wellington Investor, and (ii) an entity that is an "Affiliate" of a Wellington Investor shall not be deemed to be an "Affiliate" of any other Wellington Investor unless such entity is a Wellington Investor (and, for the avoidance of doubt, an "Affiliate" of such entity shall not be deemed an "Affiliate" of any Wellington Investor solely by virtue of being an "Affiliate" of such entity). For the avoidance of doubt, with respect to The Founders Fund V, LP, "Affiliate" shall include Founders Fund, LLC; Founders Fund V Management LLC; The Founders Fund V, LP; The Founders Fund V Principals Fund, LP; and The Founders Fund V Entrepreneurs Fund, LP; Lembas IV (or, in the alternative, one (1) similar Founders Fund investment vehicle); Founders Fund VI Management LLC; The Founders Fund VI, LP; The Founders Fund VI Principals Fund, LP; and The Founders Fund VI Entrepreneurs Fund, LP; Peter Thiel, up to three (3) Founders Fund employee investment vehicles, or any partner or affiliate of any Permitted Founders Fund Entity, or any retirement accounts held on behalf of any such partner.

(d) The term "Board" means the Company's Board of Directors, as constituted from time to time.

(e) The term "Form S-3" means such form under the Act as in effect on the date hereof or any registration form under the Act subsequently adopted by the SEC that permits inclusion or incorporation of substantial information by reference to other documents filed by the Company with the SEC.

(f) The term "Free Writing Prospectus" means a free-writing prospectus, as defined in Rule 405.

(g) The term "General Atlantic" means General Atlantic (WI), L.P. or any of its Affiliates or permitted transferees that hold Registrable Securities.

(h) The term "Holder" means any Person owning or having the right to acquire Registrable Securities or any assignee thereof in accordance with Section 1.11 hereof.

(i) The term "Initial Offering" means the Company's first firm commitment underwritten public offering of its Common Stock under the Act.

(j) The term "Minimum Valuation" means $8,750,000,000.

(k) The term "Person" means any individual, corporation, partnership, trust, limited liability company, association or other entity.

(l) The terms "register," "registered," and "registration" refer to a registration effected by preparing and filing a registration statement or similar document in compliance with the Act, and the declaration or ordering of effectiveness of such registration statement or document.

(m) The term "Registrable Securities" means (i) the Common Stock issuable or issued upon conversion of the Preferred Stock, (ii) any Common Stock acquired after the date of this Agreement in a secondary acquisition approved by the Board where the Board specifically references this Subsection (m)(ii) in its approval and states that such shares shall be Registrable Securities, and (iii) any Common Stock issued as (or issuable upon the conversion or exercise of any warrant, right or other security that is issued as) a dividend or other distribution with respect to, or in exchange for, or in replacement of, the shares referenced in (i) or (ii) above, excluding in all cases, however, any Registrable Securities sold by a Person in a transaction in which his rights under this Section 1 are not assigned. In addition, the number of shares of Registrable Securities outstanding shall equal the aggregate of the number of shares of Common Stock outstanding that are, and the number of shares of Common Stock issuable pursuant to then exercisable or convertible securities that are, Registrable Securities.

(n) The term "Requisite Parties" means (i) the holders of a majority of the voting power of outstanding Preferred Stock and shares of Common Stock issued upon conversion of the Preferred Stock (voting together as a single class and not as separate series, and on an as-converted basis), (ii) the holders of a majority of the outstanding shares of Series E Preferred Stock (voting as a separate series and on an as-converted basis), (iii) the Series F Requisite Holders, (iv) the Series G Requisite Holders and (v) the Series H Requisite Holders.

(o) The term "Restated Certificate" shall mean the Company's Amended and Restated Certificate of Incorporation, as amended and/or restated from time to time.

(p) The term "Rule 144" shall mean Rule 144 under the Act.

(q) The term "Rule 144(b)(1)(i)" shall mean subsection (b)(1)(i) of Rule 144 under the Act as it applies to Persons who have held shares for more than one (1) year.

(r) The term "Rule 405" shall mean Rule 405 under the Act.

(s) The term "SEC" shall mean the Securities and Exchange Commission.

(t) The term "Series F Requisite Holders" means:

(i) So long as Republic Technologies Pte. Ltd. owns at least 50% of the shares of Series F Preferred Stock originally issued to it, Republic Technologies Pte. Ltd.

(ii) In the event Republic Technologies Pte. Ltd. owns less than 50% of the shares of Series F Preferred Stock originally issued to it, the holders of a majority of the then outstanding shares of Series F Preferred Stock (voting as a separate series).

(u) The term "Series G New Investors" means Investors that, together with any of their respective Affiliates, did not purchase shares of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock, Series E Preferred Stock or Series F Preferred Stock from the Company.

(v) The term "Series G Requisite Holders" means

(i) So long as the Series G New Investors own at least 50% of the shares of Series G Preferred Stock originally issued to the Series G New Investors, (i) the holders of a majority of the then outstanding shares of Series G Preferred Stock held by the Series G New Investors and (ii) the holders of a majority of the then outstanding shares of Series G Preferred Stock (voting as a separate series).

(ii) In the event the Series G New Investors own less than 50% of the shares of Series G Preferred Stock originally issued to the Series G New Investors, the holders of a majority of the then outstanding shares of Series G Preferred Stock (voting as a separate series).

(w) The term "Series H Requisite Holders" means the holders of a majority of the then outstanding shares of Series H Preferred Stock (voting as a separate series and on an as-converted basis).

(x) The term "Wellington" means Wellington Management Company LLP and any successor or affiliated investment advisor or subadvisor thereof to the Wellington Investors.

(y) The term "Wellington Investors" means Investors, or permitted transferees of Registrable Securities held by Wellington Investors, that are advisory or subadvisory clients of Wellington.

1.2 Request for Registration.

(a) Subject to the conditions of this Section 1.2, if the Company shall receive at any time after the earlier of (i) June 9, 2021 and (ii) one hundred eighty (180) days after the effective date of the Initial Offering, a written request from the Holders of fifty percent

(50%) or more of the Registrable Securities then outstanding (for purposes of this Section 1.2, the "Initiating Holders") that the Company file a registration statement under the Act covering the registration of Registrable Securities with an anticipated aggregate offering price, before underwriting discounts, commissions and fees, of at least $15,000,000, then the Company shall, within twenty (20) days of the receipt thereof, give written notice of such request to all Holders, and subject to the limitations of this Section 1.2, use all commercially reasonable efforts to effect, as soon as practicable, the registration under the Act of all Registrable Securities that the Holders request to be registered in a written request received by the Company within twenty (20) days of the mailing of the Company's notice pursuant to this Section 1.2(a).

(b) If the Initiating Holders intend to distribute the Registrable Securities covered by their request by means of an underwriting, they shall so advise the Company as a part of their request made pursuant to this Section 1.2, and the Company shall include such information in the written notice referred to in Section 1.2(a). In such event the right of any Holder to include its Registrable Securities in such registration shall be conditioned upon such Holder's participation in such underwriting and the inclusion of such Holder's Registrable Securities in the underwriting (unless otherwise mutually agreed by a majority in interest of the Initiating Holders and such Holder) to the extent provided herein. All Holders proposing to distribute their securities through such underwriting shall enter into an underwriting agreement in customary form with the underwriter or underwriters selected for such underwriting by those Initiating Holders holding a majority of the Registrable Securities held by all Initiating Holders (which underwriter or underwriters shall be reasonably acceptable to the Company). Notwithstanding any other provision of this Section 1.2, if the underwriter advises the Company in writing that marketing factors require a limitation on the number of securities underwritten (including Registrable Securities), then the Company shall so advise all Holders of Registrable Securities that would otherwise be underwritten pursuant hereto, and the number of shares that may be included in the underwriting shall be allocated to the Holders of such Registrable Securities pro rata based on the number of Registrable Securities held by all such Holders (including the Initiating Holders). In no event shall any Registrable Securities be excluded from such underwriting unless all other securities are first excluded. Any Registrable Securities excluded or withdrawn from such underwriting shall be withdrawn from the registration.

(c) Notwithstanding the foregoing, the Company shall not be required to effect a registration pursuant to this Section 1.2:

(i) in any particular jurisdiction in which the Company would be required to execute a general consent to service of process in effecting such registration, unless the Company is already subject to service in such jurisdiction and except as may be required under the Act; or

(ii) after the Company has effected two (2) registrations pursuant to this Section 1.2, and such registrations have been declared or ordered effective; or

(iii) during the period starting with the date sixty (60) days prior to the Company's good faith estimate of the date of the filing of and ending on a date one hundred eighty (180) days following the effective date of a Company-initiated registration

subject to Section 1.3 below, provided that the Company is actively employing in good faith all commercially reasonable efforts to cause such registration statement to become effective; or

(iv) if the Initiating Holders propose to dispose of Registrable Securities that may be registered on Form S-3 pursuant to Section 1.4 hereof; or

(v) if the Company shall furnish to Holders requesting a registration statement pursuant to this Section 1.2 a certificate signed by the Company's Chief Executive Officer or Chairman of the Board stating that in the good faith judgment of the Board, it would be seriously detrimental to the Company and its stockholders for such registration statement to be effected at such time, in which event the Company shall have the right to defer such filing for a period of not more than ninety (90) days after receipt of the request of the Initiating Holders, provided that such right shall be exercised by the Company not more than once in any twelve (12) month period and provided further that the Company shall not register any securities for the account of itself or any other stockholder during such ninety (90) day period (other than a registration relating solely to the sale of securities of participants in a Company stock plan, a registration relating to a corporate reorganization or transaction under Rule 145 of the Act, a registration on any form that does not include substantially the same information as would be required to be included in a registration statement covering the sale of the Registrable Securities, or a registration in which the only Common Stock being registered is Common Stock issuable upon conversion of debt securities that are also being registered).

1.3 Company Registration.

(a) If (but without any obligation to do so) the Company proposes to register (including for this purpose a registration effected by the Company for stockholders other than the Holders) any of its stock or other securities under the Act in connection with the public offering of such securities (other than (i) a registration relating to a demand pursuant to Section 1.2, (ii) a registration relating solely to the sale of securities of participants in a Company stock plan, (iii) a registration relating to a corporate reorganization or transaction under Rule 145 of the Act, (iv) a registration on any form that does not include substantially the same information as would be required to be included in a registration statement covering the sale of the Registrable Securities, or (v) a registration in which the only Common Stock being registered is Common Stock issuable upon conversion of debt securities that are also being registered), the Company shall, at such time, promptly give each Holder written notice of such registration. Upon the written request of each Holder given within twenty (20) days after mailing of such notice by the Company in accordance with Section 3.5, the Company shall, subject to the provisions of Section 1.3(c), use all commercially reasonable efforts to cause to be registered under the Act all of the Registrable Securities that each such Holder requests to be registered.

(b) Right to Terminate Registration. The Company shall have the right to terminate or withdraw any registration initiated by it under this Section 1.3 prior to the effectiveness of such registration whether or not any Holder has elected to include securities in such registration. The expenses of such withdrawn registration shall be borne by the Company in accordance with Section 1.7 hereof.

(c) Underwriting Requirements. In connection with any offering involving an underwriting of shares of the Company's capital stock, the Company shall not be required under this Section 1.3 to include any of the Holders' securities in such underwriting unless they accept the terms of the underwriting as agreed upon between the Company and the underwriters selected by the Company (or by other Persons entitled to select the underwriters) and enter into an underwriting agreement in customary form with such underwriters, and then only in such quantity as the underwriters determine in their sole discretion will not jeopardize the success of the offering by the Company. If the total amount of securities, including Registrable Securities, requested by stockholders to be included in such offering exceeds the amount of securities sold other than by the Company that the underwriters determine in their sole discretion is compatible with the success of the offering, then the Company shall be required to include in the offering only that number of such securities, including Registrable Securities, that the underwriters determine in their sole discretion will not jeopardize the success of the offering. In no event shall any Registrable Securities be excluded from such offering unless all other stockholders' securities have been first excluded. In the event that the underwriters determine that less than all of the Registrable Securities requested to be registered can be included in such offering, then the Registrable Securities that are included in such offering shall be apportioned pro rata among the selling Holders based on the number of Registrable Securities held by all selling Holders or in such other proportions as shall mutually be agreed to by all such selling Holders. Notwithstanding the foregoing, in no event shall the amount of securities of the selling Holders included in the offering be reduced below thirty percent (30%) of the total amount of securities included in such offering, unless such offering is the Initial Offering, in which case the selling Holders may be excluded if the underwriters make the determination described above and no other stockholder's securities are included in such offering. For purposes of the preceding sentence concerning apportionment, for any selling stockholder that is a Holder of Registrable Securities and that is a venture capital fund, partnership, limited liability company or corporation, the affiliated venture capital funds, partners, members, retired partners, retired members and stockholders of such Holder, or the estates and family members of any such partners, members and retired partners and any trusts for the benefit of any of the foregoing Persons shall be deemed to be a single "selling Holder," and any pro rata reduction with respect to such "selling Holder" shall be based upon the aggregate amount of Registrable Securities owned by all such related entities and individuals.

Registrations effected pursuant to this Section 1.3 shall not be counted as requests for registration effected pursuant to Section 1.2 of this Agreement.

1.4 Form S-3 Registration; Shelf Take-Downs. After the Initial Offering and after such time as the Company is eligible to register securities on Form S-3, the Company shall use commercially reasonable efforts to qualify for registration on Form S-3 or any comparable or successor form, including a registration statement covering the sale or distribution of Registrable Securities from time to time by the Holders on a delayed or continuous basis pursuant to Rule 415 of the Act (a "Shelf Registration"). In case the Company shall receive from the Holders of Registrable Securities with an aggregate value of at least $5,000,000 (for purposes of this Section 1.4, the "S-3 Initiating Holders") a written request or requests that the Company effect a registration on Form S-3, including a Shelf Registration, and any related qualification or compliance with respect to all or a part of the Registrable Securities owned by such Holder or Holders, the Company shall:

(a) promptly give written notice of the proposed registration, and any related qualification or compliance, to all other Holders; and

(b) use all commercially reasonable efforts to effect, as soon as practicable, such registration and all such qualifications and compliances as may be so requested and as would permit or facilitate the sale and distribution of all or such portion of such Holders' Registrable Securities as are specified in such request, together with all or such portion of the Registrable Securities of any other Holders joining in such request as are specified in a written request given within fifteen (15) days after receipt of such written notice from the Company, provided, however, that the Company shall not be obligated to effect any such registration, qualification or compliance or Underwritten Takedown or Shelf Take-Down, pursuant to this Section 1.4:

(i) if Form S-3 is not available for such offering by the Holders;

(ii) if the Holders, together with the holders of any other securities of the Company entitled to inclusion in such registration or Underwritten Takedown or Shelf Take-Down, propose to sell Registrable Securities and such other securities (if any) at an aggregate price to the public (net of any underwriters' discounts or commissions) of less than $5,000,000;

(iii) if the Company shall furnish to all Holders requesting a registration statement or Underwritten Takedown or Shelf Take-Down pursuant to this Section 1.4 a certificate signed by the Company's Chief Executive Officer or Chairman of the Board stating that in the good faith judgment of the Board, it would be seriously detrimental to the Company and its stockholders for such registration statement or Underwritten Takedown or Shelf Take-Down to be effected at such time, in which event the Company shall have the right to defer such filing for a period of not more than ninety (90) days after receipt of the request of the S-3 Initiating Holders or the receipt of the Shelf Offering Request, provided that such right shall be exercised by the Company not more than twice in any twelve (12) month period and provided further that the Company shall not register any securities for the account of itself or any other stockholder during such ninety (90) day period (other than a registration relating solely to the sale of securities of participants in a Company stock plan, a registration relating to a corporate reorganization or transaction under Rule 145 of the Act, a registration on any form that does not include substantially the same information as would be required to be included in a registration statement covering the sale of the Registrable Securities, or a registration in which the only Common Stock being registered is Common Stock issuable upon conversion of debt that are also being registered);

(iv) if the Company has, within the twelve (12) month period preceding the date of such request, already effected one (1) registration or Underwritten Take-Down (not including Shelf Take-Downs that are not Underwritten Take-Downs) on Form S-3 pursuant to this Section 1.4;

(v) in any particular jurisdiction in which the Company would be required to qualify to do business or to execute a general consent to service of process in effecting such registration, qualification or compliance; or

(vi) if the Company, within thirty (30) days of receipt of the request of such S-3 Initiating Holders or the receipt of the Shelf Offering Request, gives notice of its bona fide intention to effect the filing of a registration statement with the SEC within one hundred twenty (120) days of receipt of such request (other than a registration effected solely to qualify an employee benefit plan or to effect a business combination pursuant to Rule 145), provided that the Company is actively employing in good faith all commercially reasonable efforts to cause such registration statement to become effective; or

(vii) during the period starting with the date thirty (30) days prior to the Company's good faith estimate of the date of the filing of and ending on a date ninety (90) days following the effective date of a Company-initiated registration subject to Section 1.3 above, provided that the Company is actively employing in good faith all commercially reasonable efforts to cause such registration statement to become effective.

(c) If the S-3 Initiating Holders intend to distribute the Registrable Securities covered by their request by means of an underwriting or intend for the registration to be a Shelf Registration, they shall so advise the Company as a part of their request made pursuant to this Section 1.4 and the Company shall include such information in the written notice referred to in Section 1.4(a). The provisions of Section 1.2(b) shall be applicable to such request (with the substitution of Section 1.4 for references to Section 1.2).

(d) Subject to the foregoing, the Company shall file a registration statement covering the Registrable Securities and other securities so requested to be registered as soon as practicable after receipt of the request or requests of the S-3 Initiating Holders. Registrations effected pursuant to this Section 1.4 shall not be counted as requests for registration effected pursuant to Section 1.2.

(e) In the event that a Shelf Registration is effective, the Holders shall have the right at any time or from time to time, on no more than two (2) occasions per year, to elect to sell pursuant to an offering (including an underwritten offering (an "Underwritten Takedown")) Registrable Securities available for sale pursuant to such Shelf Registration ("Shelf Registrable Securities"), so long as such Shelf Registration remains in effect and provided that the aggregate value of the offering is at least $5,000,000. The Holders shall make such election by delivering to the Company a written request (a "Shelf Offering Request") for such offering specifying the number of Shelf Registrable Securities that such Holders desire to sell pursuant to such offering (the "Shelf Take-Down"). In the case of an Underwritten Takedown, as promptly as practicable, but no later than five (5) business days after receipt of a Shelf Offering Request, the Company shall give written notice (the "Shelf Offering Notice") of such Shelf Offering Request to all other holders of Shelf Registrable Securities. The Company shall include in such offering the Shelf Registrable Securities of any other Holder that shall have made a written request to the Company for inclusion in such Shelf Take-Down (which request shall specify the maximum number of Shelf Registrable Securities intended to be sold by such Holder) within ten (10) days after the receipt of the Shelf Offering Notice. The Company shall, as expeditiously as

possible (and in any event within ten (10) days after the receipt of a Shelf Offering Request, unless a longer period is agreed to by the Holders), use commercially reasonable efforts to facilitate such Shelf Take-Down. If the Holders request an Underwritten Takedown, then the Company shall have no obligation to effect such Underwritten Takedown if the Company has, within the twelve (12) month period preceding the date of such request, already effected one (1) Underwritten Takedown pursuant to this Section 1.4. The Holders shall be permitted to sell Registrable Securities pursuant to the Shelf Take-Down for a period of thirty (30) days from the date of the prospectus supplement relating to such Shelf Take-Down.

(i) For any Shelf Take-Down that is conducted as an underwritten offering, the right of each Holder to have Registrable Securities included in a Shelf Take-Down shall be conditioned upon each Holder complying with the provisions of Section 1.2(b) hereof, as if such Shelf Take-Down were a registration pursuant to Section 1.2(a).

(ii) Shelf Take-Downs effected pursuant to this Section 1.4 shall not be counted as requests for registration effected pursuant to Section 1.2 of this Agreement.

1.5 Obligations of the Company. Whenever required under this Section 1 to effect the registration of any Registrable Securities or effect a Shelf Take-Down, the Company shall, as expeditiously as reasonably possible:

(a) in the case of effecting the registration of any Registrable Securities, prepare and file with the SEC a registration statement with respect to such Registrable Securities and use all commercially reasonable efforts to cause such registration statement to become effective, and, upon the request of the Holders of a majority of the Registrable Securities registered thereunder, keep such registration statement effective for a period of up to one hundred twenty (120) days or, if earlier, until the distribution contemplated in the Registration Statement has been completed; provided, however, that in the case of any registration of Registrable Securities on Form S-3 which are intended to be offered on a continuous or delayed basis, such one hundred twenty (120) day period shall be extended, if necessary, to keep the registration statement continuously effective, supplemented and amended to the extent necessary to ensure that it is available for sales of such Registrable Securities, and to ensure that it conforms with the requirements of this Agreement, the Act and the policies, rules and regulations of the SEC as announced from time to time, until the earlier of when (i) the Holders have sold all such Registrable Securities and (ii) such time as the registration statement expires;

(b) prepare and file with the SEC such amendments and supplements to such registration statement and the prospectus used in connection with such registration statement as may be necessary to comply with the provisions of the Act with respect to the disposition of all securities covered by such registration statement and, in connection with any registration on Form S-3, use reasonable, diligent efforts to timely file all reports required under the 1934 Act in order to maintain the right to continue to use such Form S-3;

(c) furnish to the Holders such number of copies of a prospectus, including a preliminary prospectus and any Free Writing Prospectus, in conformity with the requirements of the Act, and such other documents as they may reasonably request in order to facilitate the disposition of Registrable Securities owned by them;

(d) use all commercially reasonable efforts to register and qualify the securities covered by such registration statement under such other securities or Blue Sky laws of such jurisdictions as shall be reasonably requested by the Holders, provided that the Company shall not be required in connection therewith or as a condition thereto to qualify to do business or to file a general consent to service of process in any such states or jurisdictions, unless the Company is already subject to service of process in such jurisdiction;

(e) in the event of any underwritten public offering, enter into and perform its obligations under an underwriting agreement, in usual and customary form, with the managing underwriter of such offering;

(f) notify each Holder of Registrable Securities covered by such registration statement at any time when a prospectus or Free Writing Prospectus (to the extent prepared by or on behalf of the Company) relating thereto is required to be delivered under the Act of the happening of any event as a result of which the prospectus included in such registration statement, as then in effect, includes an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances then existing, and, at the request of any such Holder, the Company will, as soon as reasonably practicable, file and furnish to all such Holders a supplement or amendment to such prospectus or Free Writing Prospectus (to the extent prepared by or on behalf of the Company) so that, as thereafter delivered to the purchasers of such Registrable Securities, such prospectus will not contain an untrue statement of a material fact or omit to state any fact necessary to make the statements therein not misleading in light of the circumstances under which they were made;

(g) cause all such Registrable Securities registered pursuant to this Section 1 to be listed on a national exchange or trading system and on each securities exchange and trading system on which similar securities issued by the Company are then listed;

(h) provide a transfer agent and registrar for all Registrable Securities registered pursuant to this Agreement and a CUSIP number for all such Registrable Securities, in each case not later than the effective date of such registration;

(i) promptly make available for inspection by the selling Holders, any managing underwriter(s) participating in any disposition pursuant to such registration statement, and any attorney or accountant or other agent retained by any such underwriter or selected by the selling Holders, all financial and other records, pertinent corporate documents, and properties of the Company, and cause the Company's officers, directors, employees, and independent accountants to supply all information reasonably requested by any such seller, underwriter, attorney, accountant, or agent, in each case, as necessary or advisable to verify the accuracy of the information in such registration statement and to conduct appropriate due diligence in connection therewith;

(j) notify each selling Holder, promptly after the Company receives notice thereof, of the time when such registration statement has been declared effective or a supplement to any prospectus forming a part of such registration statement has been filed; and

(k) after such registration statement becomes effective, notify each selling Holder of any request by the SEC that the Company amend or supplement such registration statement or prospectus.

Notwithstanding the provisions of this Section 1, the Company shall be entitled to postpone or suspend, for a reasonable period of time, the filing, effectiveness or use of, or trading under, any registration statement if, in the good faith judgment of the Board, the Board determines that any such filing or the sale of any securities pursuant to such registration statement would:

(i) materially impede, delay or interfere with any material pending or proposed financing, acquisition, corporate reorganization or other similar transaction involving the Company for which the Board has authorized negotiations;

(ii) materially adversely impair the consummation of any pending or proposed material offering or sale of any class of securities by the Company; or

(iii) require disclosure of material nonpublic information that, if disclosed at such time, would be materially harmful to the interests of the Company and its stockholders; provided, however, that during any such period all executive officers and directors of the Company are also prohibited from selling securities of the Company (or any security of any of the Company's subsidiaries or affiliates) other than through pre-existing trading plans pursuant to Rule 10b5-1 of the Exchange Act.

In the event of the suspension of effectiveness of any registration statement pursuant to this Section 1.5, the applicable time period during which such registration statement is to remain effective shall be extended by that number of days equal to the number of days the effectiveness of such registration statement was suspended.

1.6 Information from Holder. It shall be a condition precedent to the obligations of the Company to take any action pursuant to this Section 1 with respect to the Registrable Securities or Shelf Registrable Securities of any selling Holder that such Holder shall furnish to the Company such information regarding itself, the Registrable Securities held by it, and the intended method of disposition of such securities as shall be reasonably required to effect the registration of such Holder's Registrable Securities or to effect a Shelf Take-Down or an Underwritten Takedown.

1.7 Expenses of Registration. All expenses other than underwriting discounts and commissions incurred in connection with registrations, filings or qualifications pursuant to Sections 1.2, 1.3 and 1.4, including, without limitation, all registration, filing and qualification fees, printers' and accounting fees, fees and disbursements of counsel for the Company and the reasonable fees and disbursements of one counsel for the selling Holders (not to exceed $50,000) shall be borne by the Company. Notwithstanding the foregoing, the Company shall not be required to pay for any expenses of any registration proceeding begun pursuant to Section 1.2 or

Section 1.4 if the registration request or Shelf Offering Request is subsequently withdrawn at the request of the Holders of a majority of the Registrable Securities to be registered or included in a the Shelf Take-Down (in which case all participating Holders shall bear such expenses pro rata based upon the number of Registrable Securities that were to be included in the withdrawn registration or Shelf Take-Down), unless, in the case of a registration requested under Section 1.2, the Holders of a majority of the Registrable Securities agree to forfeit their right to one demand registration pursuant to Section 1.2 or in the case of a Shelf Take-Down, such Holders agree to forfeit their right to a Shelf Take-Down for one year and provided, however, that if at the time of such withdrawal, the Holders have learned of a material adverse change in the condition, business or prospects of the Company from that known to the Holders at the time of their request and have withdrawn the request with reasonable promptness following disclosure by the Company of such material adverse change, then the Holders shall not be required to pay any of such expenses and shall retain their rights pursuant to Section 1.2 and 1.4.

1.8 Delay of Registration. No Holder shall have any right to obtain or seek an injunction restraining or otherwise delaying any such registration as the result of any controversy that might arise with respect to the interpretation or implementation of this Section 1.

1.9 Indemnification. In the event any Registrable Securities are included in a registration statement under this Section 1:

(a) To the extent permitted by law, the Company will indemnify and hold harmless each Holder, the partners, members, officers, directors and stockholders of each Holder, legal counsel and accountants for each Holder, any underwriter (as defined in the Act) for such Holder and each Person, if any, who controls such Holder or underwriter within the meaning of the Act or the 1934 Act, against any losses, claims, damages or liabilities (joint or several) to which they may become subject under the Act, the 1934 Act, any state securities laws or any rule or regulation promulgated under the Act, the 1934 Act or any state securities laws, insofar as such losses, claims, damages, or liabilities (or actions or proceedings, whether commenced or threatened, in respect thereof) arise out of or are based upon any of the following statements, omissions or violations (collectively a "Violation"): (i) any untrue statement or alleged untrue statement of a material fact contained in such registration statement, including any preliminary prospectus, final prospectus, or Free Writing Prospectus contained therein or any amendments or supplements thereto, any issuer information (as defined in Rule 433 of the Act) filed or required to be filed pursuant to Rule 433(d) under the Act or any other document incident to such registration prepared by or on behalf of the Company or used or referred to by the Company, (ii) the omission or alleged omission to state in such registration statement a material fact required to be stated therein, or necessary to make the statements therein not misleading or (iii) any violation or alleged violation by the Company of the Act, the 1934 Act, any state securities laws or any rule or regulation promulgated under the Act, the 1934 Act or any state securities laws, and the Company will reimburse each such Holder, underwriter, controlling Person or other aforementioned Person for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action as such expenses are incurred; provided, however, that the indemnity agreement contained in this subsection 1.9(a) shall not apply to amounts paid in settlement of any such loss, claim, damage, liability, action or proceeding if such settlement is effected without the consent of the Company (which consent shall not be unreasonably withheld), nor shall the

Company be liable in any such case for any such loss, claim, damage, liability, action or proceeding to the extent that it arises out of or is based upon a Violation that occurs in reliance upon and in conformity with written information furnished expressly for use in connection with such registration by any such Holder, underwriter, controlling Person or other aforementioned Person.

(b) To the extent permitted by law, each selling Holder, severally and not jointly, will indemnify and hold harmless the Company, each of its directors, each of its officers who has signed the registration statement, each Person, if any, who controls the Company within the meaning of the Act, legal counsel and accountants for the Company, any underwriter, any other Holder selling securities in such registration statement and any controlling Person of any such underwriter or other Holder, against any losses, claims, damages or liabilities (joint or several) to which any of the foregoing Persons may become subject, under the Act, the 1934 Act, any state securities laws or any rule or regulation promulgated under the Act, the 1934 Act or any state securities laws, insofar as such losses, claims, damages or liabilities (or actions or proceedings, whether commenced or threatened, in respect thereto) arise out of or are based upon any Violation, in each case to the extent (and only to the extent) that such Violation occurs in reliance upon and in conformity with written information furnished by such Holder expressly for use in connection with such registration; and each such Holder will reimburse any Person intended to be indemnified pursuant to this subsection 1.9(b) for any legal or other expenses reasonably incurred by such Person in connection with investigating or defending any such loss, claim, damage, liability, action or proceeding as such expenses are incurred; provided, however, that the indemnity agreement contained in this subsection 1.9(b) shall not apply to amounts paid in settlement of any such loss, claim, damage, liability, action or proceeding if such settlement is effected without the consent of the Holder (which consent shall not be unreasonably withheld), and provided that in no event shall any indemnity under this subsection 1.9(b) exceed the net proceeds from the offering received by such Holder.

(c) Promptly after receipt by an indemnified party under this Section 1.9 of notice of the commencement of any action or proceeding (including any governmental action or proceeding) for which a party may be entitled to indemnification, such indemnified party will, if a claim in respect thereof is to be made against any indemnifying party under this Section 1.9, deliver to the indemnifying party a written notice of the commencement thereof and the indemnifying party shall have the right to participate in and, to the extent the indemnifying party so desires, jointly with any other indemnifying party similarly noticed, to assume the defense thereof with counsel mutually satisfactory to the parties; provided, however, that an indemnified party (together with all other indemnified parties that may be represented without conflict by one counsel) shall have the right to retain one (1) separate counsel, with the fees and expenses to be paid by the indemnifying party, if representation of such indemnified party by the counsel retained by the indemnifying party would be inappropriate due to actual or potential differing interests between such indemnified party and any other party represented by such counsel in such proceeding. The failure to deliver written notice to the indemnifying party within a reasonable time of the commencement of any such action or proceeding, if materially prejudicial to its ability to defend such action or proceeding, shall relieve such indemnifying party of liability to the indemnified party under this Section 1.9 to the extent of such material prejudice, but the omission to so deliver written notice to the indemnifying party will not relieve it of any liability that it may have to any indemnified party otherwise than under this Section 1.9.

No indemnifying party, in the defense of any such action or proceeding, shall, except with the consent of each indemnified party, consent to entry of judgment or enter into any settlement which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of a release from all liability in respect to such action or proceeding.

(d) If the indemnification provided for in this Section 1.9 is held by a non-appealable order from a court of competent jurisdiction to be unavailable to an indemnified party with respect to any loss, liability, claim, damage or expense referred to herein, then the indemnifying party, in lieu of indemnifying such indemnified party hereunder, shall contribute to the amount paid or payable by such indemnified party as a result of such loss, liability, claim, damage or expense in such proportion as is appropriate to reflect the relative fault of the indemnifying party on the one hand and the indemnified party on the other hand in connection with the statements or omissions that resulted in such loss, liability, claim, damage or expense, as well as any other relevant equitable considerations; provided, however, that (i) no contribution by any Holder, when combined with any amounts paid by such Holder pursuant to Section 1.9(b), shall exceed the net proceeds from the offering received by such Holder and (ii) no Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) will be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation; and provided further that in no event shall a Holder's liability pursuant to this Section 1.9(d), when combined with the amounts paid or payable by such Holder pursuant to Section 1.9(b), exceed the proceeds from the offering received by such Holder (net of any expenses paid by such Holder). The relative fault of the indemnifying party and the indemnified party shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the indemnifying party or by the indemnified party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

(e) Notwithstanding the foregoing, to the extent that the provisions on indemnification and contribution contained in the underwriting agreement entered into in connection with the underwritten public offering are in conflict with the foregoing provisions, the provisions in the underwriting agreement shall control.

(f) The obligations of the Company and Holders under this Section 1.9 shall survive the completion of any offering of Registrable Securities in a registration statement under this Section 1 and otherwise shall survive the termination of this Agreement.

1.10 Reports Under the 1934 Act. With a view to making available to the Holders the benefits of Rule 144 and any other rule or regulation of the SEC that may at any time permit a Holder to sell securities of the Company to the public without registration or pursuant to a registration on Form S-3, the Company agrees to:

(a) make and keep adequate and current public information available, as those terms are understood and defined in Rule 144, at all times after the effective date of the Initial Offering;

(b) file with the SEC in a timely manner all reports and other documents required of the Company under the Act and the 1934 Act; and

(c) furnish to any Holder, so long as the Holder owns any Registrable Securities, forthwith upon request (i) a written statement by the Company that it has complied with the reporting requirements of Rule 144 (at any time after ninety (90) days after the effective date of the first registration statement filed by the Company), the Act and the 1934 Act (at any time after it has become subject to such reporting requirements), or that it qualifies as a registrant whose securities may be resold pursuant to Form S-3 (at any time after it so qualifies), (ii) a copy of the most recent annual or quarterly report of the Company and such other reports and documents so filed by the Company, and (iii) such other information as may be reasonably requested to avail any Holder of any rule or regulation of the SEC that permits the selling of any such securities without registration or pursuant to such form.

1.11 Assignment of Registration Rights. The rights to cause the Company to register Registrable Securities pursuant to this Section 1 may be assigned (but only with all related obligations) by a Holder to a transferee or assignee of such securities that (i) is an Affiliate, subsidiary, parent, partner, limited partner, retired partner, member, equityholder, retired member or equityholder of a Holder, (ii) is a Holder's family member or trust established for the benefit of an individual Holder, or (iii) after such assignment or transfer, holds at least fifty thousand (50,000) shares of Registrable Securities (appropriately adjusted for any stock split, dividend, combination or other recapitalization), provided that: (a) the Company is, within a reasonable time after such transfer, furnished with written notice of the name and address of such transferee or assignee and the securities with respect to which such registration rights are being assigned; (b) such transferee or assignee agrees in writing to be bound by and subject to the terms and conditions of this Agreement, including, without limitation, the provisions of Section 1.13 below; and (c) such assignment shall be effective only if immediately following such transfer the further disposition of such securities by the transferee or assignee is restricted under the Act.

1.12 Limitations on Subsequent Registration Rights. From and after the date of this Agreement, the Company shall not, without the prior written consent of the Holders holding a majority of the Registrable Securities then held by all Holders, enter into any agreement with any holder or prospective holder of any securities of the Company that would allow such holder or prospective holder (a) to include any of such securities in any registration filed under Section 1.2, Section 1.3 or Section 1.4 hereof, unless under the terms of such agreement, such holder or prospective holder may include such securities in any such registration only to the extent that the inclusion of such securities will not reduce the amount of the Registrable Securities of the Holders that are included, or (b) to demand registration of their securities.

1.13 "Market Stand-Off" Agreement.

(a) Each Holder hereby agrees that it will not, without the prior written consent of the managing underwriter, during the period commencing on the date of the final prospectus relating to the Company's Initial Offering and ending on the date specified by the Company and the managing underwriter (such period not to exceed one hundred eighty (180) days) (i) lend, offer, pledge, sell, contract to sell, sell any option or contract to purchase,

purchase any option or contract to sell, grant any option, right or warrant to purchase, or otherwise transfer or dispose of, directly or indirectly, any shares of Common Stock or any securities convertible into or exercisable or exchangeable for Common Stock held immediately prior to the effectiveness of the Registration Statement for such offering, or (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Common Stock, whether any such transaction described in clause (i) or (ii) above is to be settled by delivery of Common Stock or other securities, in cash or otherwise. The foregoing provisions of this Section 1.13 shall apply only to the Company's Initial Offering, shall not apply to the sale of any shares to an underwriter pursuant to an underwriting agreement, or to any shares purchased in the Initial Offering or in the secondary market following effectiveness of the registration statement relating to the Initial Offering, and shall only be applicable to the Holders if all officers, directors and greater than one percent (1%) stockholders of the Company enter into similar agreements. The underwriters in connection with the Company's Initial Offering are intended third-party beneficiaries of this Section 1.13 and shall have the right, power and authority to enforce the provisions hereof as though they were a party hereto. Each Holder further agrees to execute such agreements as may be reasonably requested by the underwriters in the Company's Initial Offering that are consistent with this Section 1.13 or that are necessary to give further effect thereto. Any discretionary waiver or termination of the restrictions of any or all of such agreements by the Company or the underwriters shall apply to all Holders subject to such agreements pro rata based on the number of shares subject to such agreements. In order to enforce the foregoing covenant, the Company may impose stop-transfer instructions with respect to the Registrable Securities of each Holder (and the shares or securities of every other Person subject to the foregoing restriction) until the end of such period. Notwithstanding the foregoing, if the Company is not an "Emerging Growth Company" as defined under the Jumpstart Our Business Startups (JOBS) Act of 2012 at the time of its Initial Offering, and (i) during the last seventeen (17) days of the one hundred eighty (180)-day restricted period, the Company issues an earnings release or material news or a material event relating to the Company occurs; or (ii) prior to the expiration of the one hundred eighty (180)-day restricted period, the Company announces that it will release earnings results during the sixteen (16)-day period beginning on the last day of the one hundred eighty (180)-day period, the restrictions imposed by this Section 1.13 shall continue to apply until the expiration of the eighteen (18)-day period beginning on the issuance of the earnings release or the occurrence of the material news or material event.

(b) Each Holder agrees that a legend reading substantially as follows shall be placed on all certificates representing all Registrable Securities of each Holder (and the shares or securities of every other Person subject to the restriction contained in this Section 1.13):

> THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO A LOCK-UP PERIOD AFTER THE EFFECTIVE DATE OF THE ISSUER'S REGISTRATION STATEMENT FILED UNDER THE ACT, AS AMENDED, AS SET FORTH IN AN AGREEMENT BETWEEN THE COMPANY AND THE ORIGINAL HOLDER OF THESE SECURITIES, A COPY OF WHICH MAY BE OBTAINED AT THE ISSUER'S PRINCIPAL OFFICE. SUCH LOCK-UP PERIOD IS BINDING ON TRANSFEREES OF THESE SHARES.

1.14 Termination of Registration Rights. No Holder shall be entitled to exercise any right provided for in this Section 1 (including a Shelf Take-Down or an Underwritten Takedown) (a) after three (3) years following the consummation of the Initial Offering, (b) as to any Holder, such earlier time after the Initial Offering at which such Holder (i) can sell all shares held by it in compliance with Rule 144(b)(1)(i) and (ii) holds one percent (1%) or less of the Company's outstanding Common Stock and all Registrable Securities held by such Holder (together with any Affiliate of the Holder with whom such Holder must aggregate its sales under Rule 144) can be sold in any three (3) month period without registration in compliance with Rule 144 and without any limitations as to volume or manner of sale, or (c) after the consummation of a Liquidation Event, as that term is defined in the Restated Certificate. The Company shall be permitted to withdraw a Shelf Registration on the earlier to occur of the dates specified in clauses (a) and (b) in the previous sentence.

2. Covenants of the Company.

2.1 Delivery of Financial Statements.

(a) The Company shall, upon request, deliver to (i) each Investor (or transferee of an Investor) that holds at least 2,000,000 shares of Registrable Securities (appropriately adjusted for any stock split, dividend, combination or other recapitalization), (ii) so long as the Wellington Investors collectively hold at least a majority of shares of Series G Preferred Stock originally acquired by the Wellington Investors, each Wellington Investor and (iii) so long as General Atlantic holds at least a majority of shares of Series H Preferred Stock acquired by General Atlantic at the Initial Closing (as such term is defined in the Series H Agreement), General Atlantic (each, a "Major Investor"):

(i) as soon as practicable, but in any event within one hundred eighty (180) days after the end of each fiscal year of the Company, an income statement for such fiscal year, a balance sheet of the Company and statement of stockholders' equity as of the end of such year, and a statement of cash flows for such year, such year-end financial reports to be in reasonable detail, prepared in accordance with generally accepted accounting principles ("GAAP"), and audited and certified by independent public accountants of nationally recognized standing selected by the Company;

(ii) as soon as practicable, but in any event within forty-five (45) days after the end of each of the first three (3) quarters of each fiscal year of the Company, (A) an unaudited income statement, statement of cash flows for such fiscal quarter and an unaudited balance sheet and a statement of stockholders' equity as of the end of such fiscal quarter, all prepared in accordance with GAAP (except that such financial statements may (x) be subject to normal year-end audit adjustments and (y) not contain all notes thereto that may be required in accordance with GAAP) and (B) a statement detailing the gross merchandise value calculations for the trailing twelve-month period measured as of the last day of a calendar quarter;

(iii) within thirty (30) days of the end of each month, an unaudited income statement and statement of cash flows for such month, and an unaudited balance sheet as of the end of such month, all prepared in accordance with GAAP (except that such financial statements may (i) be subject to normal year-end audit adjustments and (ii) not contain all notes thereto that may be required in accordance with GAAP);

(iv) as soon as practicable, a capitalization table showing the fully-diluted capitalization of the Company and each holder of securities of the Company;

(v) such other information relating to the financial condition, business or corporate affairs of the Company or any subsidiary of the Company as any Major Investor may from time to time reasonably request (including, an annual budget and operating plans, monthly reports of key performance indicators (KPIs), and such other report prepared for the Company's management and/or any Investors); provided, however, that the Company shall not be obligated under this subsection (v) or any other subsection of Section 2.1 to provide information that (A) it deems in good faith to be a trade secret or similar confidential information or (B) the disclosure of which would adversely affect the attorney-client privilege between the Company and its counsel.

(b) If, for any period, the Company has any subsidiary whose accounts are consolidated with those of the Company, then in respect of such period the financial statements delivered pursuant to the foregoing sections shall be the consolidated and consolidating financial statements of the Company and all such consolidated subsidiaries.

(c) Notwithstanding anything else in this Section 2.1 to the contrary, the Company may cease providing the information set forth in this Section 2.1 during the period starting with the date thirty (30) days before the Company's good-faith estimate of the date of filing of a registration statement if it reasonably concludes it must do so to comply with the SEC rules applicable to such registration statement and related offering; provided that the Company's covenants under this Section 2.1 shall be reinstated at such time as the Company is no longer actively employing its commercially reasonable efforts to cause such registration statement to become effective.

2.2 Inspection.

(a) The Company shall permit each Major Investor, at such Major Investor's expense, to visit and inspect the Company's and its subsidiaries' properties, to examine their books of account and records and to discuss the Company's and its subsidiaries' affairs, finances and accounts with their respective officers, all at such reasonable times as may be requested by the applicable Major Investor; provided, however, that the Company shall not be obligated pursuant to this Section 2.2 to provide access to any information that (A) it reasonably deems in good faith to be a trade secret or similar confidential information or (B) the disclosure of which would adversely affect the attorney-client privilege between the Company and its counsel.

(b) Each Investor acknowledges and understands that, but for the waiver made herein, such Investor would be entitled, upon written demand under oath stating the purpose thereof, to inspect for any proper purpose, and to make copies and extracts from, the Company's stock ledger, a list of its stockholders, and its other books and records, and the books and records of subsidiaries of the Company, if any, under the circumstances and in the manner

provided in Section 220 of the General Corporation Law of Delaware (any and all such rights, and any and all such other rights of such Investor as may be provided for in Section 220, the "Inspection Rights"). In light of the foregoing, until the Initial Offering, each Investor hereby unconditionally and irrevocably waives the Inspection Rights, whether such Inspection Rights would be exercised or pursued directly or indirectly pursuant to Section 220 or otherwise, and covenants and agrees never to directly or indirectly commence, voluntarily aid in any way, prosecute, assign, transfer, or cause to be commenced any claim, action, cause of action, or other proceeding to pursue or exercise the Inspection Rights. The foregoing waiver applies to the Inspection Rights of each Investor in such Investor's capacity as a stockholder and shall not affect any rights of a director, in his or her capacity as such, under Section 220. The foregoing waiver shall not apply to any contractual inspection rights of an Investor under any written agreement with the Company.

2.3 Termination of Information and Inspection Covenants. The covenants set forth in Sections 2.1 and 2.2 shall terminate and be of no further force or effect upon the earlier to occur of (a) the consummation of the sale of securities pursuant to a registration statement filed by the Company under the Act in connection with the firm commitment underwritten offering of its securities to the general public, (b) when the Company first becomes subject to the periodic reporting requirements of Sections 12(g) or 15(d) of the 1934 Act, and (c) the consummation of a Liquidation Event, as that term is defined in the Restated Certificate.

2.4 Right of First Offer. Subject to the terms and conditions specified in this Section 2.4, the Company hereby grants to each Major Investor a right of first offer with respect to future sales by the Company of its Shares (as hereinafter defined). For purposes of this Section 2.4, the term "Major Investor" includes any general partners and Affiliates of a Major Investor. A Major Investor shall be entitled to apportion the right of first offer hereby granted it among itself and its partners and Affiliates in such proportions as it deems appropriate.

Each time the Company proposes to offer any shares of, or securities convertible into or exchangeable or exercisable for any shares of, its capital stock ("Shares"), the Company shall first make an offering of such Shares to each Major Investor in accordance with the following provisions:

(a) The Company shall deliver a notice in accordance with Section 3.5 ("Notice") to the Major Investors stating (i) its bona fide intention to offer such Shares, (ii) the number of such Shares to be offered and (iii) the price and terms upon which it proposes to offer such Shares.

(b) By written notification received by the Company within twenty (20) calendar days after the giving of Notice, each Major Investor may elect to purchase, at the price and on the terms specified in the Notice, up to that portion of such Shares that equals the proportion that the number of shares of Common Stock that are Registrable Securities issued and held by such Major Investor (assuming full conversion and exercise of all convertible and exercisable securities then outstanding) bears to the total number of shares of Common Stock of the Company then outstanding (assuming full conversion and exercise of all convertible and exercisable securities then outstanding). The Company shall promptly, in writing, inform each Major Investor that elects to purchase all the shares available to it (a "Fully-Exercising Investor")

of any other Major Investor's failure to do likewise. During the ten (10) day period commencing after such information is given to the Fully-Exercising Investors, each Fully-Exercising Investor may elect to purchase that portion of the Shares for which Major Investors were entitled to subscribe, but which were not subscribed for by the Major Investors, that is equal to the proportion that the number of shares of Registrable Securities issued and held by such Fully-Exercising Investor bears to the total number of shares of Common Stock issued and held, or issuable upon conversion of the Preferred Stock then held, by all Fully-Exercising Investors who wish to purchase some of the unsubscribed Shares.

(c) If all Shares that Major Investors are entitled to obtain pursuant to subsection 2.4(b) are not elected to be obtained as provided in subsection 2.4(b) hereof, the Company may, during the ninety (90) day period following the expiration of the period provided in subsection 2.4(b) hereof, offer the remaining unsubscribed portion of such Shares to any Person or Persons at a price not less than that, and upon terms no more favorable to the offeree than those, specified in the Notice. If the Company does not enter into an agreement for the sale of the Shares within such period, or if such agreement is not consummated within sixty (60) days of the execution thereof, the right provided hereunder shall be deemed to be revived and such Shares shall not be offered unless first reoffered to the Major Investors in accordance herewith.

(d) The right of first offer in this Section 2.4 shall not be applicable to (i) the issuance or sale of shares of Common Stock (or options therefor) (appropriately adjusted for any stock split, dividend, combination or other recapitalization) to employees, directors, consultants and other service providers for the primary purpose of soliciting or retaining their services pursuant to plans or agreements approved by the Board, (ii) the issuance of securities pursuant to a bona fide, firmly underwritten public offering of shares of Common Stock registered under the Act, (iii) the issuance of securities pursuant to the conversion or exercise of convertible or exercisable securities, (iv) the issuance of securities as consideration in connection with a bona fide business acquisition by the Company, whether by merger, consolidation, sale of assets, sale or exchange of stock or otherwise, which is approved by the Board, (v) the issuance and sale of Series H Preferred Stock and/or Common Stock pursuant to the Series H Agreement, (vi) the issuance of stock, warrants or other securities or rights to Persons or entities with which the Company has business relationships, provided such issuances are primarily for other than equity financing purposes, (vii) the issuance of stock, warrants or other securities or rights pursuant to any equipment leasing arrangement or debt financing arrangement, which arrangement is approved by the Board and is primarily for non-equity financing purposes or (viii) the issuance of securities that are specifically deemed not to be subject to the right of first offer in this Section 2.4 by the unanimous approval of the Board. In addition to the foregoing, the right of first offer in this Section 2.4 shall not be applicable with respect to any Major Investor in any subsequent offering of Shares if (A) at the time of such offering, the Major Investor is not an "accredited investor," as that term is then defined in Rule 501(a) of the Act and (B) such offering of Shares is otherwise being offered only to accredited investors.

(e) The rights provided in this Section 2.4 may not be assigned or transferred by any Major Investor; provided, however, that a Major Investor that is an investment firm or vehicle may assign or transfer all or a portion of such rights to its general partners or Affiliates.

(f) The covenants set forth in this Section 2.4 shall terminate and be of no further force or effect upon the consummation of the earlier of (i) the Company's sale of its Common Stock or other securities pursuant to Registration Statement under the Act (other than a registration statement relating either to the sale of securities to employees of the Company pursuant to its stock option, stock purchase or similar plan or a SEC Rule 145 transaction) and (ii) a Liquidation Event, as that term is defined in the Restated Certificate.

2.5 Proprietary Information and Inventions Agreements. The Company shall, and shall cause its subsidiaries to, require all employees, officers and consultants with access to confidential information to execute and deliver a Proprietary Information and Inventions Agreement (in the case of employees and officers), or a Consulting Agreement (in the case of consultants), in each case in substantially the form approved by the Board.

2.6 Successor Indemnification. If the Company or any of its successors or assignees consolidates with or merges into any other Person and is not the continuing or surviving corporation or entity of such consolidation or merger, then to the extent necessary, proper provision shall be made so that the successors and assignees of the Company assume the obligations of the Company with respect to indemnification of members of the Board as in effect immediately before such transaction, whether such obligations are contained in the Company's Bylaws, its Restated Certificate, or elsewhere, as the case may be.

2.7 FCPA. The Company represents that it shall not, and shall not permit any of its subsidiaries or affiliates or any of its or their respective directors, officers, managers, employees, independent contractors, representatives or agents to, promise, authorize or make any payment to, or otherwise contribute any item of value to, directly or indirectly, any Non-U.S. Official, in each case, in violation of the Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"), the UK Bribery Act 2010 (the "UK Bribery Act") or any other applicable anti-bribery or anti-corruption law. The Company further represents that it shall, and shall cause each of its subsidiaries and affiliates to, cease all of its or their respective activities, as well as remediate any actions taken by the Company, its subsidiaries or affiliates, or any of their respective directors, officers, managers, employees, independent contractors, representatives or agents in violation of the FCPA, the UK Bribery Act or any other applicable anti-bribery or anti-corruption law.

2.8 Confidentiality. Each Investor agrees that such Investor will keep confidential and will not disclose, divulge, or use for any purpose (other than to monitor its investment in the Company) any confidential information obtained from the Company pursuant to the terms of this Agreement (including notice of the Company's intention to file a registration statement), unless such confidential information (a) is known or becomes known to the public in general (other than as a result of a breach of this Subsection 2.8 by such Investor), (b) is or has been independently developed or conceived by the Investor without use of the Company's confidential information, or (c) is or has been made known or disclosed to the Investor by a third party without a breach of any obligation of confidentiality such third party has to the Company; provided, however, that an Investor may disclose confidential information (i) to its attorneys, accountants, consultants, and other professionals to the extent necessary to obtain their services in connection with monitoring its investment in the Company; (ii) to any prospective purchaser of any Registrable Securities from such Investor, if such prospective purchaser agrees to be bound by the provisions of this Subsection 2.8; (iii) to (A) any current or prospective Affiliate,

partner, partner of a partner, member, stockholder, or wholly owned subsidiary of such Investor or (B) any prospective limited partner of an investment entity formed (or to be formed) after the date hereof that is an advisory or subadvisory client of Wellington, in each case, in the ordinary course of business, provided that such Investor informs such Person that such information is confidential and directs such Person to maintain the confidentiality of such information and that such Person is bound by binding confidentiality obligations; or (iv) as may otherwise be required by law, provided that the Investor promptly notifies the Company of such disclosure and takes reasonable steps to minimize the extent of any such required disclosure.

2.9 Termination of Certain Covenants. The covenants set forth in Section 2.5 and 2.7 shall terminate and be of no further force or effect upon the consummation of the earlier of (a) the Company's sale of its Common Stock or other securities pursuant to Registration Statement under the Act (other than a registration statement relating either to the sale of securities to employees of the Company pursuant to its stock option, stock purchase or similar plan or a transaction under Rule 145 of the Act) and (b) a Liquidation Event, as that term is defined in the Restated Certificate.

3. Miscellaneous.

3.1 Successors and Assigns. Except as otherwise provided herein, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties (including transferees of any shares of Registrable Securities). Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

3.2 Governing Law. This Agreement shall be governed by and construed under the laws of the State of California as applied to agreements among California residents entered into and to be performed entirely within California.

3.3 Counterparts; Facsimile. This Agreement may be executed and delivered by facsimile or electronic signature and in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one (1) and the same instrument.

3.4 Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

3.5 Notices. All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed effectively given upon the earlier to occur of actual receipt or: (a) upon personal delivery to the party to be notified, (b) when sent by confirmed electronic mail or facsimile if sent during normal business hours of the recipient; if not, then on the next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, (d) one (1) day after deposit with a nationally recognized overnight courier, specifying next day domestic delivery, with written verification of receipt or (e) three (3) days after deposit with an internationally recognized

overnight courier, specifying next day international delivery, with written verification of receipt. All notices and other communications shall be sent to the Company at One Sansome Street, 40th Floor, San Francisco, CA 94111, Attention: CEO and to the other parties at the addresses set forth in the Company's books and records (or at such other addresses as shall be specified by notice given in accordance with this Section 3.5).

3.6 Expenses. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

3.7 Entire Agreement; Amendments and Waivers. This Agreement (including the Exhibits hereto, if any) constitutes the full and entire understanding and agreement among the parties with regard to the subjects hereof and thereof. Any term of this Agreement (except Section 1.1(g), Section 1.1(j), Section 1.1(n), Section 1.1(t), Section 1.1(u), Section 1.1(v), Section 1.1(w), Section 1.1(x) and Section 1.1(y), Section 2.1, Section 2.2, Section 2.3, and Section 2.4) may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only with the written consent of the Company and the Investors holding a majority of the Registrable Securities. The provisions of Section 1.1(n) and this sentence may be amended or waived (either generally or in a particular instance and either retroactively or prospectively) only with the written consent of the Company and the Requisite Parties. The provisions of Section 1.1(t) may be amended or waived (either generally or in a particular instance and either retroactively or prospectively) only with the written consent of the Company and the Series F Requisite Holders. The provisions of Sections 1.1(u) and 1.1(v) may be amended, terminated or waived (either generally or in a particular instance and either retroactively or prospectively) only with the written consent of the Company and the Series G Requisite Holders. The provisions of Sections 1.1(m) and 1.1(w) and this sentence may be amended or waived (either generally or in a particular instance and either retroactively or prospectively) only with the written consent of the Company and the Series H Requisite Holders. The provisions of Section 1.1(j) and this sentence may be amended, terminated or waived (either generally or in a particular instance and either retroactively or prospectively) only with the written consent of the Company, the Series F Requisite Holders, the Series G Requisite Holders and the Series H Requisite Holders. The provisions of Section 2.1, Section 2.2, Section 2.3 and Section 2.4 and this sentence may be amended, terminated or waived (either generally or in a particular instance and either retroactively or prospectively) only with the written consent of the Company and the Major Investors holding a majority of the Registrable Securities then held by all of the Major Investors; provided that, notwithstanding any waiver of the provisions of Section 2.4 with respect to a particular offering, if any of the Major Investor actually purchases Shares in such offering, then each Major Investor that did not consent to such waiver shall be permitted to participate in such offering on a *pro rata* basis with respect to the securities that are allocated for purchase by the Major Investor and in accordance with the other provisions (including notice and election periods) set forth in Section 2.4. The provisions of Section 1.1(c) (as it relates to a Wellington Investor), Section 1.1(x), Section 1.1(y) and the definition of "Major Investor" in Section 2.1(a) (as it relates to a Wellington Investor) may be amended or waived (either generally or in a particular instance and either retroactively or prospectively) only with the written consent of such Wellington Investor. The provisions of Section 1.1(g), the definition of "Major Investor" in

Section 2.1(a) (as it relates to General Atlantic) and this sentence may be amended or waived (either generally or in a particular instance and either retroactively or prospectively) only with the written consent of General Atlantic. Further, this Agreement may not be amended, and no provision hereof may be waived, in each case, in any way which would adversely affect the rights or obligations of a Major Investor hereunder in a manner disproportionate to any adverse effect such amendment or waiver would have on the rights of the other Major Investors hereunder, without also the written consent of such Major Investor. Any amendment or waiver effected in accordance with this paragraph shall be binding upon each holder of any Registrable Securities, each future holder of all such Registrable Securities and the Company.

3.8 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

3.9 Aggregation of Stock. All shares of Registrable Securities held or acquired by a Holder's Affiliates or affiliated entities (including affiliated venture capital funds or venture capital funds under common investment management) or Persons shall be aggregated together for the purpose of determining the availability of any rights under this Agreement.

3.10 Additional Investors. Notwithstanding Section 3.7, no consent shall be necessary to add additional Investors as signatories to this Agreement, provided that such Investors have purchased Series H Preferred Stock pursuant to the subsequent closing provisions of Section 1.3 of the Series H Agreement.

3.11 Dispute Resolution. Any unresolved controversy or claim arising out of or relating to this Agreement, except as (a) otherwise provided in this Agreement, or (b) any such controversies or claims arising out of either party's intellectual property rights for which a provisional remedy or equitable relief is sought, shall be submitted to arbitration by one arbitrator mutually agreed upon by the parties, and if no agreement can be reached within thirty (30) days after names of potential arbitrators have been proposed by the American Arbitration Association (the "AAA"), then by one arbitrator having reasonable experience in corporate finance transactions of the type provided for in this Agreement and who is chosen by the AAA. The arbitration shall take place in San Francisco, California, in accordance with the AAA rules then in effect, and judgment upon any award rendered in such arbitration will be binding and may be entered in any court having jurisdiction thereof. There shall be limited discovery prior to the arbitration hearing as follows: (a) exchange of witness lists and copies of documentary evidence and documents relating to or arising out of the issues to be arbitrated, (b) depositions of all party witnesses and (c) such other depositions as may be allowed by the arbitrators upon a showing of good cause. Depositions shall be conducted in accordance with the California Code of Civil Procedure, the arbitrator shall be required to provide in writing to the parties the basis for the award or order of such arbitrator, and a court reporter shall record all hearings, with such record constituting the official transcript of such proceedings.

3.12 Acknowledgment. The Company acknowledges that the Investors are in the business of venture capital and/or private equity and other investing and therefore have general knowledge with respect to and review the business plans and related proprietary information of many enterprises, including enterprises which may have products or services which compete directly or indirectly with those of the Company. Nothing in this Agreement nor the receipt of confidential information shall preclude or in any way restrict the Investors from use of such general knowledge or investing or participating in any particular enterprise whether or not such enterprise has products or services which compete with those of the Company.

3.13 Delays or Omissions. No delay or omission to exercise any right, power or remedy accruing to any party under this Agreement, upon any breach or default of any other party under this Agreement, shall impair any such right, power or remedy of such non-breaching or non-defaulting party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence thereto, or of any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default previously or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any party of any breach or default under this Agreement, or any waiver on the part of any party of any provision or condition of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing.

3.14 Specific Enforcement. It is agreed and understood that monetary damages would not adequately compensate an injured party for the breach of this Agreement by any other party hereto, that this Agreement shall be specifically enforceable, and that any breach or threatened breach of this Agreement shall be the proper subject of a temporary or permanent injunction or restraining order. Further, each party hereto waives any claim or defense that there is an adequate remedy at law for such breach or threatened breach.

3.15 Effect on Prior Agreement. Upon the effectiveness of this Agreement, the Prior Agreement shall be superseded and replaced in its entirety by this Agreement and shall be of no further force or effect.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Investors' Rights Agreement as of the date first above written.

COMPANY

By: /s/ Piotr Szulczewski
Piotr Szulczewski, CEO

Address: 1 Sansome St. 40th Floor
San Francisco, CA 94104

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Investors' Rights Agreement as of the date first above written.

INVESTOR:

GGV CAPITAL IV L.P.

By: GGV Capital IV L.L.C., its General Partner

By: /s/ Hans Tung
Hans Tung, Managing Director

GGV CAPITAL IV ENTREPRENEURS FUND L.P.

By: GGV Capital IV L.L.C., its General Partner

By: /s/ Hans Tung
Hans Tung, Managing Director

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Investors' Rights Agreement as of the date first above written.

INVESTOR:

GGV CAPITAL SELECT L.P.

By: GGV Capital Select L.L.C., its General Partner

By: GGV Management, L.L.C., its Manager

By: /s/ Hans Tung
Hans Tung, Manager

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Investors' Rights Agreement as of the date first above written.

INVESTORS:

THE FOUNDERS FUND V, LP

By: /s/ Brian Singerman
Name: Brian Singerman
Title: Managing Member

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Investors' Rights Agreement as of the date first above written.

INVESTORS:

THE FOUNDERS FUND V PRINCIPALS FUND, LP

By: /s/ Brian Singerman
Name: Brian Singerman
Title: Managing Member

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Investors' Rights Agreement as of the date first above written.

INVESTORS:

THE FOUNDERS FUND V ENTREPRENEURS FUND, LP

By: /s/ Brian Singerman
Name: Brian Singerman
Title: Managing Member

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Investors' Rights Agreement as of the date first above written.

INVESTORS:

FORMATION8 PARTNERS FUND I, L.P.

By Formation8 GP, LLC
Its General Partner

By: /s/ Joe Lonsdale
Name: Joe Lonsdale
Title: Managing Member

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Investors' Rights Agreement as of the date first above written.

INVESTORS:

CL SPV, L.P.

By Eight Partners VC GP I, LLC
Its General Partner

By: /s/ Joe Lonsdale
Name: Joe Lonsdale
Title: Managing Member

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Investors' Rights Agreement as of the date first above written.

INVESTOR:

HADLEY HARBOR MASTER INVESTORS (CAYMAN) II L.P.

By: Wellington Management Company LLP, as investment adviser

By: /s/ Emily D. Babalas
Name: Emily D. Babalas
Title: Managing Director and Counsel

Address for notice, which shall be set forth in the Company's books and records:

Wellington Management Company LLP
Legal and Compliance
[Address]

With a copy (which shall not constitute notice) to:

WilmerHale LLP
[Address]

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Investors' Rights Agreement as of the date first above written.

INVESTOR:

RAHUL RAVINDRA RAJ MEHTA AND PARUL MEHTA JTWROS

By: /s/ Rahul Mehta
Name: Rahul Mehta
Title Managing Member

By: /s/ Parul Jtwros
Name: Parul Jtwros
Title Managing Member

Address: [Address]

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Investors' Rights Agreement as of the date first above written.

INVESTORS:

REDBYTE LIMITED

By: /s/ Despoina Zinonos
Name: Despoina Zinonos
Title: Director

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Investors' Rights Agreement as of the date first above written.

INVESTORS:

APOLETTO LIMITED

By: /s/ Elena Azarenko
Name: Elena Azarenko
Title: Director

[Address]

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Investors' Rights Agreement as of the date first above written.

INVESTORS:

DST GLOBAL V, L.P.

By: DST Managers Limited
Its: General Partner

By: /s/ Despoina Zinonos
Name: Despoina Zinonos
Title: Director

[Address]

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Investors' Rights Agreement as of the date first above written.

INVESTORS:

DST GLOBAL IV, L.P.

By: DST Managers Limited
Its: General Partner

By: /s/ Despoina Zinonos
Name: Despoina Zinonos
Title: Director

[Address]

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Investors' Rights Agreement as of the date first above written.

INVESTORS:

DST GLOBAL IV CO-INVEST, L.P.

By: DST Managers Limited
Its: General Partner

By: /s/ Despoina Zinonos
Name: Despoina Zinonos
Title: Director

[Address]

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Investors' Rights Agreement as of the date first above written.

INVESTORS:

DST TEAM FUND LIMITED

By: /s/ Despoina Zinonos
Name: Despoina Zinonos
Title: Director

[Address]

SIGNATURE PAGE TO AMENDED AND RESTATED INVESTORS' RIGHTS AGREEMENT FOR CONTEXTLOGIC INC.

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Investors' Rights Agreement as of the date first above written.

INVESTORS:

DST INVESTMENTS XI, L.P.

By: DST Managers Limited
Its: General Partner

By: /s/ Despoina Zinonos
Name: Despoina Zinonos
Title: Director

[Address]

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Investors' Rights Agreement as of the date first above written.

INVESTORS:

DST INVESTMENTS XV, L.P.

By: DST Managers V Limited
Its: General Partner

By: /s/ Despoina Zinonos
Name: Despoina Zinonos
Title: Director

[Address]

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Investors' Rights Agreement as of the date first above written.

INVESTORS:

DST INVESTMENTS XVI, L.P.

By: DST Managers V Limited
Its: General Partner

By: /s/ Despoina Zinonos
Name: Despoina Zinonos
Title: Director

[Address]

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Investors' Rights Agreement as of the date first above written.

INVESTORS:

REPUBLIC TECHNOLOGIES PTE. LTD.

By: /s/ Ang Peng Huat
Name: Ang Peng Huat
Title: Authorized Signatory

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Investors' Rights Agreement as of the date first above written.

INVESTOR:

GENERAL ATLANTIC (WI), L.P.

By: General Atlantic (SPV) GP, LLC,
its general partner

By: General Atlantic LLC,
its sole member

By: /s/ J. Frank Brown
Name: J. Frank Brown
Title: Managing Director

Address for notice, which shall be set forth in the Company's books and records:

[Address]

THIS WARRANT AND THE SECURITIES ISSUABLE UPON THE EXERCISE HEREOF HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED. THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED, HYPOTHECATED, OR OTHERWISE TRANSFERRED EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT REGISTRATION IS NOT REQUIRED UNDER SUCH ACT OR UNLESS SOLD PURSUANT TO RULE 144 UNDER SUCH ACT.

Date of Issuance
August 1, 2016

CONTEXTLOGIC INC.
WARRANT TO PURCHASE SHARES OF SERIES B PREFERRED STOCK

For the purchase price of $3,897,129.34, this Warrant is issued to Formation8 Partners Fund I, L.P. or its assigns (the "Holder") by **CONTEXTLOGIC INC.**, a Delaware corporation (the "Company").

1. Purchase of Shares.

(a) Number of Shares. Subject to the terms and conditions set forth herein, the Holder is entitled, upon surrender of this Warrant at the principal office of the Company (or at such other place as the Company shall notify the Holder in writing), to purchase from the Company up to 986,640 fully paid and nonassessable shares of the Company's Series B Preferred Stock, par value $0.0001 per share (the "Preferred Stock").

(b) Exercise Price. The exercise price for the shares of Preferred Stock issuable pursuant to this Section 1 (the "Shares") shall be $0.0001 per share (the "Exercise Price"). The Shares and the Exercise Price shall be subject to adjustment pursuant to Section 8 hereof.

2. Exercise Period. This Warrant shall only be exercisable one day prior to the earliest to occur of (a) the consummation of the Company's sale of its Common Stock or other securities in the Company's first underwritten public offering pursuant to an effective registration statement under the Securities Act of 1933, as amended (the "Act") (other than a registration statement relating either to sale of securities to employees of the Company pursuant to its stock option, stock purchase or similar plan or a SEC Rule 145 transaction) (an "Initial Public Offering") and (b) the consummation of a Liquidation Event, as such term is defined in the Company's Amended and Restated Certificate of Incorporation on file with the Secretary of State of the State of Delaware. For purposes of this Warrant, any of the transactions described in subsection (b) shall be referred to herein as a "Corporate Transaction". In the event of an Initial Public Offering or Corporate Transaction, the Company shall notify the Holder at least three (3) days prior to the consummation of such Initial Public Offering or Corporate Transaction.

Notwithstanding anything to the contrary in this Warrant, if Holder fails to purchase a Note within sixty days of the Date of Issuance pursuant to Section 2 of the Settlement and Release Agreement between the Company and Holder of even date herewith, then this Warrant shall terminate and shall not be exercisable for any Shares.

3. Method of Exercise.

(a) While this Warrant remains outstanding and exercisable in accordance with Section 2 above, the Holder may exercise, in whole or in part, the purchase rights evidenced hereby. Such exercise shall be effected by:

(i) the surrender of the Warrant, together with a duly executed copy of the Notice of Exercise attached hereto, to the Secretary of the Company at its principal office (or at such other place as the Company shall notify the Holder in writing); and

(ii) except in the case of a Net Exercise (as defined in Section 4), the payment to the Company of an amount equal to the aggregate Exercise Price for the number of Shares being purchased.

(b) Each exercise of this Warrant shall be deemed to have been effected immediately prior to the close of business on the day on which this Warrant is surrendered to the Company as provided in Section 3(a) above. At such time, the person or persons in whose name or names any certificate for the Shares shall be issuable upon such exercise as provided in Section 3(c) below shall be deemed to have become the holder or holders of record of the Shares represented by such certificate.

(c) As soon as practicable after the exercise of this Warrant in whole or in part the Company at its expense will cause to be issued in the name of, and delivered to, the Holder, or as such Holder (upon payment by such Holder of any applicable transfer taxes) may direct:

(i) a certificate or certificates for the number of Shares to which such Holder shall be entitled, and

(ii) in case such exercise is in part only, a new warrant or warrants (dated the date hereof) of like tenor, calling in the aggregate on the face or faces thereof for the number of Shares equal to the number of such Shares described in this Warrant minus the number of such Shares purchased by the Holder upon all exercises made in accordance with Section 3(a) above or Section 4 below.

(d) Notwithstanding the provisions of Section 2, if the holder has not exercised this Warrant prior to the closing of a Corporate Transaction or an Initial Public Offering, this Warrant shall automatically be deemed to be exercised in full in the manner set forth in Section 4, without any further action on behalf of the Holder immediately prior to such closing.

4. Net Exercise. In lieu of exercising this Warrant for cash, the Holder may elect to receive shares equal to the value of this Warrant (or the portion thereof being exercised) by surrender of this Warrant at the principal office of the Company together with notice of such election (a "Net Exercise"). A Holder who Net Exercises shall have the rights described in Sections 3(b) and 3(c) hereof, and the Company shall issue to such Holder a number of Shares computed using the following formula:

$$X = \frac{Y\ (A - B)}{A}$$

Where

X = The number of Shares to be issued to the Holder.

Y = The number of Shares purchasable under this Warrant or, if only a portion of the Warrant is being exercised, the portion of the Warrant being exercised (at the date of such calculation).

A = The fair market value of one (1) Share (at the date of such calculation).

B = The Exercise Price (as adjusted to the date of such calculation).

For purposes of this Section 4, the fair market value of a Share shall mean the average of the closing prices of the Shares (or equivalent shares of Common Stock underlying this Warrant) quoted in the over-the-counter market in which the Shares (or equivalent shares of Common Stock underlying the Warrant) are traded or the closing price quoted on any exchange or electronic securities market on which the Shares (or equivalent shares of Common Stock underlying the Warrant) are listed, whichever is applicable, as published in *The Wall Street Journal* for the thirty (30) trading days prior to the date of determination of fair market value (or such shorter period of time during which such Shares were traded over-the-counter or on such exchange). In the event that this Warrant is exercised pursuant to this Section 4 in connection with the Initial Public Offering, the fair market value per Share shall be the product of (a) the per share offering price to the public of the Initial Public Offering, and (b) the number of shares of Common Stock into which each Share is convertible at the time of such exercise. If the Shares are not traded on the over-the-counter market, an exchange or an electronic securities market, the fair market value shall be the price per Share that the Company could obtain from a willing buyer for Shares sold by the Company from authorized but unissued Shares, as such prices shall be determined in good faith by the Company's Board of Directors.

5. Representations and Warranties of the Company. In connection with the transactions provided for herein, the Company hereby represents and warrants to the Holder that:

(a) Organization, Good Standing, and Qualification. The Company is a corporation duly organized, validly existing, and in good standing under the laws of the State of Delaware and has all requisite corporate power and authority to carry on its business as now conducted. The Company is duly qualified to transact business and is in good standing in each jurisdiction in which the failure to so qualify would have a material adverse effect on its business or properties.

(b) Authorization. Except as may be limited by applicable bankruptcy, insolvency, reorganization or similar laws relating to or affecting the enforcement of creditors' rights, all corporate action has been taken on the part of the Company, its officers, directors, and stockholders necessary for the authorization, execution and delivery of this Warrant. The Company has taken all corporate action required to make all the obligations of the Company reflected in the provisions of this Warrant the valid and enforceable obligations they purport to be. The issuance of this Warrant will not be subject to preemptive rights of any stockholders of the Company. The Company has authorized sufficient shares of Preferred Stock to allow for the exercise of this Warrant.

6. Representations and Warranties of the Holder. In connection with the transactions provided for herein, the Holder hereby represents and warrants to the Company that:

(a) Authorization. Holder represents that it has full power and authority to enter into this Warrant. This Warrant constitutes the Holder's valid and legally binding obligation, enforceable in accordance with its terms, except as may be limited by (i) applicable bankruptcy, insolvency, reorganization, or similar laws relating to or affecting the enforcement of creditors' rights and (ii) laws relating to the availability of specific performance, injunctive relief or other equitable remedies.

(b) Purchase Entirely for Own Account. The Holder acknowledges that this Warrant is entered into by the Holder in reliance upon such Holder's representation to the Company that the Warrant and the Shares, and the Common Stock issuable upon conversion of the Shares, (collectively, the "Securities") will be acquired for investment for the Holder's own account, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof, and that the Holder has no present intention of selling, granting any participation in or otherwise distributing the same. By acknowledging this Warrant, the Holder further represents that the Holder does not have any contract, undertaking, agreement, or arrangement with any person to sell, transfer or grant participations to such person or to any third person, with respect to the Securities.

(c) Disclosure of Information. The Holder acknowledges that it has received all the information it considers necessary or appropriate for deciding whether to acquire the Securities. The Holder further represents that it has had an opportunity to ask questions and receive answers from the Company regarding the terms and conditions of the offering of the Securities.

(d) Investment Experience. The Holder is an investor in securities of companies in the development stage and acknowledges that it is able to fend for itself, can bear the economic risk of its investment, and has such knowledge and experience in financial or business matters that it is capable of evaluating the merits and risks of the investment in the Securities. If other than an individual, the Holder also represents it has not been organized solely for the purpose of acquiring the Securities.

(e) Accredited Investor. The Holder is an "accredited investor" within the meaning of Rule 501 of Regulation D, as presently in effect, as promulgated by the Securities and Exchange Commission (the "SEC") under the Act.

(f) Restricted Securities. The Holder understands that the Securities are characterized as "restricted securities" under the federal securities laws inasmuch as they are being acquired from the Company in a transaction not involving a public offering and that under such laws and applicable regulations such securities may be resold without registration under the Act, only in certain limited circumstances. In this connection, the Holder represents that it is familiar with Rule 144, as presently in effect, as promulgated by the SEC under the Act ("Rule 144"), and understands the resale limitations imposed thereby and by the Act.

(g) Further Limitations on Disposition. Without in any way limiting the representations set forth above, the Holder further agrees not to make any disposition of all or any portion of the Shares unless and until the transferee has agreed in writing for the benefit of the Company to be bound by the terms of this Warrant, including, without limitation, this Section 6, Section 21, and:

(i) there is then in effect a registration statement under the Act covering such proposed disposition and such disposition is made in accordance with such registration statement;

(ii) the Holder shall have notified the Company of the proposed disposition and shall have furnished the Company with a detailed statement of the circumstances surrounding the proposed disposition, and if reasonably requested by the Company, the Holder shall have furnished the Company with an opinion of counsel, reasonably satisfactory to the Company, that such disposition will not require registration of such shares under the Act. It is agreed that the Company will not require opinions of counsel for transactions made pursuant to Rule 144 except in extraordinary circumstances; or

(iii) the Holder shall not make any disposition to any of the Company's competitors as such is reasonably determined by the Company.

(h) Legends. It is understood that the Securities may bear the following legend:

"THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED. THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED, HYPOTHECATED, OR OTHERWISE TRANSFERRED EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT REGISTRATION IS NOT REQUIRED UNDER SUCH ACT OR UNLESS SOLD PURSUANT TO RULE 144 UNDER SUCH ACT."

7. State Commissioners of Corporations. THE SALE OF THE SECURITIES WHICH ARE THE SUBJECT OF THIS WARRANT HAS NOT BEEN QUALIFIED WITH THE COMMISSIONER OF CORPORATIONS OF THE STATE OF CALIFORNIA AND THE ISSUANCE OF SUCH SECURITIES OR THE PAYMENT OR RECEIPT OF ANY PART OF THE CONSIDERATION FOR SUCH SECURITIES PRIOR TO SUCH QUALIFICATION IS UNLAWFUL, UNLESS THE SALE OF SECURITIES IS EXEMPT FROM QUALIFICATION BY SECTION 25100, 25102 OR 25105 OF THE CALIFORNIA CORPORATIONS CODE. THE RIGHTS OF ALL PARTIES TO THIS WARRANT ARE EXPRESSLY CONDITIONED UPON SUCH QUALIFICATION BEING OBTAINED, UNLESS THE SALE IS SO EXEMPT.

8. Adjustment of Exercise Price and Number of Shares. The number and kind of Shares purchasable upon exercise of this Warrant and the Exercise Price shall be subject to adjustment from time to time as follows:

(a) Subdivisions, Combinations and Other Issuances. If the Company shall at any time after the issuance but prior to the expiration of this Warrant subdivide its Preferred Stock, by split-up or otherwise, or combine its Preferred Stock, or issue additional shares of its Preferred Stock or Common Stock as a dividend with respect to any shares of its Preferred Stock, the number of Shares issuable on the exercise of this Warrant shall forthwith be proportionately increased in the case of a subdivision or stock dividend, or proportionately decreased in the case of a combination. Appropriate adjustments shall also be made to the Exercise Price payable per share, but the aggregate Exercise Price payable for the total number of Shares purchasable under this Warrant (as adjusted) shall remain the same. Any adjustment under this Section 8(a) shall become effective at the close of business on the date the subdivision or combination becomes effective, or as of the record date of such dividend, or in the event that no record date is fixed, upon the making of such dividend.

(b) Reclassification, Reorganization and Consolidation. In case of any reclassification, capital reorganization or change in the capital stock of the Company (other than as a result of a subdivision, combination or stock dividend provided for in Section 8(a) above), then, as a condition of such reclassification, reorganization or change, lawful provision shall be made, and duly executed documents evidencing the same from the Company or its successor shall be delivered to the Holder, so that the Holder shall have the right at any time prior to the expiration of this Warrant to purchase, at a total price equal to that payable upon the exercise of this Warrant, the kind and amount of shares of stock and other securities or property receivable in connection with such reclassification, reorganization or change by a holder of the same number and type of securities as were purchasable as Shares by the Holder immediately prior to such reclassification, reorganization or change. In any such case appropriate provisions shall be made with respect to the rights and interest of the Holder so that the provisions hereof shall thereafter be applicable with respect to any shares of stock or other securities or property deliverable upon exercise hereof, and appropriate adjustments shall be made to the Exercise Price per Share payable hereunder, provided the aggregate Exercise Price shall remain the same.

(c) Notice of Adjustment. When any adjustment is required to be made in the number or kind of shares purchasable upon exercise of the Warrant, or in the Exercise Price, the Company shall promptly notify the Holder of such event and of the number of Shares or other securities or property thereafter purchasable upon exercise of this Warrant.

(d) Conversion of Preferred Stock. In the event that all outstanding shares of Preferred Stock are converted to Common Stock, or any other security, in accordance with the terms of the Company's Certificate of Incorporation in connection with the Company's Initial Public Offering, Corporate Transaction or other event, this Warrant shall become exercisable for Common Stock or such other security.

9. No Fractional Shares or Scrip. No fractional shares or scrip representing fractional shares shall be issued upon the exercise of this Warrant, but in lieu of such fractional shares the Company shall make a cash payment therefor on the basis of the Exercise Price then in effect.

10. No Stockholder Rights. Prior to exercise of this Warrant, the Holder shall not be entitled to any rights of a stockholder with respect to the Shares, including (without limitation) the right to vote such Shares, receive dividends or other distributions thereon, exercise preemptive rights or be notified of stockholder meetings, and, except as otherwise provided in this Warrant, such Holder shall not be entitled to any stockholder notice or other communication concerning the business or affairs of the Company.

11. Transfer of Warrant. Subject to compliance with applicable federal and state securities laws and any other contractual restrictions between the Company and the Holder contained herein, this Warrant and all rights hereunder are transferable in whole or in part by the Holder to any person or entity upon written notice to the Company. Within a reasonable time after the Company's receipt of an executed Assignment Form in the form attached hereto, the transfer shall be recorded on the books of the Company upon the surrender of this Warrant, properly endorsed, to the Company at its principal offices, and the payment to the Company of all transfer taxes and other governmental charges imposed on such transfer. In the event of a partial transfer, the Company shall issue to the new holders one (1) or more appropriate new warrants.

12. Governing Law. This Warrant shall be governed by and construed under the laws of the State of California as applied to agreements among California residents, made and to be performed entirely within the State of California.

13. Successors and Assigns. The terms and provisions of this Warrant shall inure to the benefit of, and be binding upon, the Company and the holders hereof and their respective successors and assigns.

14. Counterparts. This Warrant may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

15. Titles and Subtitles. The titles and subtitles used in this Warrant are used for convenience only and are not to be considered in construing or interpreting this Warrant.

16. Notices. All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by confirmed electronic mail or facsimile if sent during normal business hours of the recipient, and if not so confirmed, then on the next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to the respective parties at the following addresses (or at such other addresses as shall be specified by notice given in accordance with this Section 16):

If to the Company:

CONTEXTLOGIC INC.

One Sansome Street, 40th Floor San Francisco, CA 94104

If to Holder:

At the address shown on the signature page hereto.

17. Finder's Fee. Each party represents that it neither is or will be obligated for any finder's fee or commission in connection with this transaction. The Holder agrees to indemnify and to hold harmless the Company from any liability for any commission or compensation in the nature of a finder's fee (and the costs and expenses of defending against such liability or asserted liability) for which the Holder or any of its officers, partners, employees or representatives is responsible. The Company agrees to indemnify and hold harmless the Holder from any liability for any commission or compensation in the nature of a finder's fee (and the costs and expenses of defending against such liability or asserted liability) for which the Company or any of its officers, employees or representatives is responsible.

18. Expenses. If any action at law or in equity is necessary to enforce or interpret the terms of this Warrant, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

19. Entire Agreement; Amendments and Waivers. This Warrant and any other documents delivered pursuant hereto constitute the full and entire understanding and agreement between the parties with regard to the subjects hereof and thereof. Nonetheless, any term of this Warrant may be amended and the observance of any term of this Warrant may be waived (either generally or in a particular instance and either retroactively or prospectively), with the written consent of the Company and the Holder; or if this Warrant has been assigned in part, by the holders or rights to purchase a majority of the shares originally issuable pursuant to this Warrant.

20. Severability. If any provision of this Warrant is held to be unenforceable under applicable law, such provision shall be excluded from this Warrant and the balance of the Warrant shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

21. "Market Stand-Off" Agreement. The Shares shall be subject to the "Market Stand-Off" Agreement contained in Section 1.13 of the Amended and Restated Investors' Rights Agreement dated as of February 3, 2015 (as it may be amended).

IN WITNESS WHEREOF, the parties have executed this Warrant as of the date first written above.

CONTEXTLOGIC INC.

By: /s/ Peter Szulczewski
Peter Szulczewski, CEO

Address: 1 Sansome St. 40th Floor
San Francisco, CA 94104

ACKNOWLEDGED AND AGREED:

FORMATION8 PARTNERS FUND I, L.P.
By Formation8 GP, LLC
Its General Partner

By: /s/ Joe Lonsdale

Name: Joe Lonsdale

Title: Managing Member

Address: [Address]

NOTICE OF EXERCISE

CONTEXTLOGIC INC.

Attention: Corporate Secretary

The undersigned hereby elects to purchase, pursuant to the provisions of the Warrant, as follows:

☐ _____ shares of Series B Preferred Stock pursuant to the terms of the attached Warrant, and tenders herewith payment in cash of the Exercise Price of such Shares in full, together with all applicable transfer taxes, if any.

☐ Net Exercise the attached Warrant with respect to _____ Shares.

The undersigned hereby represents and warrants that Representations and Warranties in Section 6 hereof are true and correct as of the date hereof.

HOLDER:

Date:_____

By: _____

Address: _____

_____

_____

Name in which shares should be registered:

_____

ASSIGNMENT FORM

(To assign the foregoing Warrant, execute
this form and supply required information.
Do not use this form to purchase shares.)

FOR VALUE RECEIVED, the foregoing Warrant and all rights evidenced thereby are hereby assigned to

Name: _____
(Please Print)

Address: _____
(Please Print)

Dated: _____

Holder's
Signature: _____

Holder's
Address: _____

NOTE: The signature to this Assignment Form must correspond with the name as it appears on the face of the Warrant. Officers of corporations and those acting in a fiduciary or other representative capacity should provide proper evidence of authority to assign the foregoing Warrant.

THIS WARRANT AND THE SHARES ISSUABLE HEREUNDER HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "**ACT**"), OR THE SECURITIES LAWS OF ANY STATE AND, EXCEPT AS SET FORTH IN SECTIONS 5.3 AND 5.4 BELOW, MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED UNLESS AND UNTIL REGISTERED UNDER SAID ACT AND LAWS OR IN FORM AND SUBSTANCE SATISFACTORY TO THE COMPANY, SUCH OFFER, SALE, PLEDGE OR OTHER TRANSFER IS EXEMPT FROM SUCH REGISTRATION.

WARRANT TO PURCHASE COMMON STOCK

Company: CONTEXTLOGIC INC. (dba Wish)

Number of Shares of Common Stock: 30,000, plus all Additional Shares which Holder is entitled to purchase pursuant to Section 1.7

Warrant Price: $1.49 per share
Issue Date: May 13, 2014

Expiration Date: May 13, 2024 See also Section 5.1(b).

Credit Facility: This Warrant to Purchase Common Stock ("**Warrant**") is issued in connection with that certain Loan and Security Agreement of even date herewith between Silicon Valley Bank and the Company (the "**Loan Agreement**").

THIS WARRANT CERTIFIES THAT, for good and valuable consideration, SILICON VALLEY BANK (together with any successor or permitted assignee or transferee of this Warrant or of any shares issued upon exercise hereof, "**Holder**") is entitled to purchase the number of fully paid and non-assessable shares (the "**Shares**") of the above-stated common stock (the "**Common Stock**") of the above-named company (the "**Company**") at the above-stated Warrant Price, all as set forth above and as adjusted pursuant to Section 2 of this Warrant, subject to the provisions and upon the terms and conditions set forth in this Warrant. Reference is made to Section 5.4 of this Warrant whereby Silicon Valley Bank shall transfer this Warrant to its parent company, SVB Financial Group.

SECTION 1. EXERCISE.

1.1 Method of Exercise. Holder may at any time and from time to time exercise this Warrant, in whole or in part, by delivering to the Company the original of this Warrant together with a duly executed Notice of Exercise in substantially the form attached hereto as Appendix 1 and, unless Holder is exercising this Warrant pursuant to a cashless exercise set forth in Section 1.2, a check, wire transfer of same-day funds (to an account designated by the Company), or other form of payment acceptable to the Company for the aggregate Warrant Price for the Shares being purchased.

1.2 Cashless Exercise. On any exercise of this Warrant, in lieu of payment of the aggregate Warrant Price in the manner as specified in Section 1.1 above, but otherwise in accordance with the requirements of Section 1.1, Holder may elect to receive Shares equal to the value of this Warrant, or portion hereof as to which this Warrant is being exercised. Thereupon, the Company shall issue to the Holder such number of fully paid and non-assessable Shares as are computed using the following formula:

$$X = Y(A-B)/A$$

where:

X = the number of Shares to be issued to the Holder;

Y = the number of Shares with respect to which this Warrant is being exercised (inclusive of the Shares surrendered to the Company in payment of the aggregate Warrant Price);

A = the Fair Market Value (as determined pursuant to Section 1.3 below) of one Share; and

B = the Warrant Price.

1.3 Fair Market Value. If the Company's Common Stock is then traded or quoted on a nationally recognized securities exchange, inter-dealer quotation system or over-the-counter market (a "**Trading Market**"), the fair market value of a Share shall be the closing price or last sale price of a share of Common Stock reported for the Business Day immediately before the date on which Holder delivers this Warrant together with its Notice of Exercise to the Company. If the Company's Common Stock is not traded in a Trading Market, the Board of Directors of the Company shall determine the fair market value of a Share in its reasonable good faith judgment.

1.4 Delivery of Certificate and New Warrant. Within a reasonable time after Holder exercises this Warrant in the manner set forth in Section 1.1 or 1.2 above, the Company shall deliver to Holder a certificate representing the Shares issued to Holder upon such exercise and, if this Warrant has not been fully exercised and has not expired, a new warrant of like tenor representing the Shares not so acquired.

1.5 Replacement of Warrant. On receipt of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of this Warrant and, in the case of loss, theft or destruction, on delivery of an indemnity agreement reasonably satisfactory in form, substance and amount to the Company or, in the case of mutilation, on surrender of this Warrant to the Company for cancellation, the Company shall, within a reasonable time, execute and deliver to Holder, in lieu of this Warrant, a new warrant of like tenor and amount.

1.6 Treatment of Warrant Upon Acquisition of Company.

(a) Acquisition. For the purpose of this Warrant, "**Acquisition**" means any transaction or series of related transactions involving: (i) the sale, lease, exclusive license, or other disposition of all or substantially all of the assets of the Company (ii) any merger or consolidation of the Company into or with another person or entity (other than a merger or consolidation effected exclusively to change the Company's domicile), or any other corporate reorganization, in which the stockholders of the Company in their capacity as such immediately prior to such merger, consolidation or reorganization, own less than a majority of the Company's (or the surviving or successor entity's) outstanding voting power immediately after such merger, consolidation or reorganization; or (iii) any sale or other transfer by the stockholders of the Company of shares representing at least a majority of the Company's then-total outstanding combined voting power.

(b) Treatment of Warrant at Acquisition. In the event of an Acquisition in which the consideration to be received by the Company's stockholders consists solely of cash, solely of Marketable Securities or a combination of cash and Marketable Securities (a "**Cash/Public Acquisition**"), and the fair market value of one Share as determined in accordance with Section 1.3 above would be greater than the Warrant Price in effect on such date immediately prior to such Cash/Public Acquisition, and Holder has not exercised this Warrant pursuant to Section 1.1 above as to all Shares, then this Warrant shall automatically be deemed to be Cashless Exercised pursuant to

Section 1.2 above as to all Shares effective immediately prior to and contingent upon the consummation of a Cash/Public Acquisition. In connection with such Cashless Exercise, Holder shall be deemed to have restated each of the representations and warranties in Section 4 of the Warrant as the date thereof and the Company shall promptly notify the Holder of the number of Shares (or such other securities) issued upon exercise. In the event of a Cash/Public Acquisition where the fair market value of one Share as determined in accordance with Section 1.3 above would be less than the Warrant Price in effect immediately prior to such Cash/Public Acquisition, then this Warrant will expire immediately prior to the consummation of such Cash/Public Acquisition.

(c) Upon the closing of any Acquisition other than a Cash/Public Acquisition defined above, the acquiring, surviving or successor entity shall assume the obligations of this Warrant, and this Warrant shall thereafter be exercisable for the same securities and/or other property as would have been paid for the Shares issuable upon exercise of the unexercised portion of this Warrant as if such Shares were outstanding on and as of the closing of such Acquisition, subject to further adjustment from time to time in accordance with the provisions of this Warrant.

(d) As used in this Warrant, "**Marketable Securities**" means securities meeting all of the following requirements: (i) the issuer thereof is then subject to the reporting requirements of Section 13 or Section 15(d) of the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), and is then current in its filing of all required reports and other information under the Act and the Exchange Act; (ii) the class and series of shares or other security of the issuer that would be received by Holder in connection with the Acquisition were Holder to exercise this Warrant on or prior to the closing thereof is then traded in Trading Market, and (iii) following the closing of such Acquisition, Holder would not be restricted from publicly re-selling all of the issuer's shares and/or other securities that would be received by Holder in such Acquisition were Holder to exercise or convert this Warrant in full on or prior to the closing of such Acquisition, except to the extent that any such restriction (x) arises solely under federal or state securities laws, rules or regulations, and (y) does not extend beyond six (6) months from the closing of such Acquisition.

1.7 Additional Shares. Upon the funding of the first Growth Capital Advance (as defined in the Loan Agreement), this Warrant shall be exercisable, in addition to the number of Shares which this Warrant can otherwise be exercised for by Holder, for 10,000 additional Shares (the "**Initial Advance Shares**"), and upon the funding of Growth Capital Advances in an aggregate original principal amount in excess of $2,500,000, this Warrant shall be exercisable, in addition to the number of Shares which this Warrant can otherwise be exercised for by Holder and the Initial Advance Shares, for 15,000 additional Shares (such additional Shares together with the Initial Advance Shares being called the "**Additional Shares**").

SECTION 2. ADJUSTMENTS TO THE SHARES AND WARRANT PRICE.

2.1 Stock Dividends, Splits, Etc. If the Company declares or pays a dividend or distribution on the outstanding shares of the Common Stock payable in securities or property (other than cash), then upon exercise of this Warrant, for each Share acquired, Holder shall receive, without additional cost to Holder, the total number and kind of securities and property which Holder would have received had Holder owned the Shares of record as of the date the dividend or distribution occurred. If the Company subdivides the outstanding shares of the Common Stock by reclassification or otherwise into a greater number of shares, the number of Shares purchasable hereunder shall be proportionately increased and the Warrant Price shall be proportionately decreased. If the outstanding shares of the Common Stock are combined or consolidated, by reclassification or otherwise, into a lesser number of shares, the Warrant Price shall be proportionately increased and the number of Shares shall be proportionately decreased.

2.2 Reclassification, Exchange, Combinations or Substitution. Upon any event whereby all of the outstanding shares of the Common Stock are reclassified, exchanged, combined, substituted, or replaced for, into, with or by Company securities of a different class and/or series, then from and after the consummation of such event, this Warrant will be exercisable for the number, class and series of Company securities that Holder would have received had the Shares been outstanding on and as of the consummation of such event, and subject to further adjustment thereafter from time to time in accordance with the provisions of this Warrant. The provisions of this Section 2.2 shall similarly apply to successive reclassifications, exchanges, combinations substitutions, replacements or other similar events.

2.3 Intentionally Omitted.

2.4 Intentionally Omitted.

2.5 No Fractional Share. No fractional Share shall be issuable upon exercise of this Warrant and the number of Shares to be issued shall be rounded down to the nearest whole Share. If a fractional Share interest arises upon any exercise of the Warrant, the Company shall eliminate such fractional Share interest by paying Holder in cash the amount computed by multiplying the fractional interest by (i) the fair market value (as determined in accordance with Section 1.3 above) of a full Share, less (ii) the then-effective Warrant Price.

2.6 Notice/Certificate as to Adjustments. Upon each adjustment of the Warrant Price, Common Stock and/or number of Shares, the Company, at the Company's expense, shall notify Holder in writing within a reasonable time setting forth the adjustments to the Warrant Price, class and/or number of Shares and facts upon which such adjustment is based. The Company shall, upon written request from Holder, furnish Holder with a certificate of its Chief Financial Officer, including computations of such adjustment and the Warrant Price, class and number of Shares in effect upon the date of such adjustment.

SECTION 3. REPRESENTATIONS AND COVENANTS OF THE COMPANY.

3.1 Representations and Warranties. The Company represents and warrants to, and agrees with, the Holder as follows:

(a) The initial Warrant Price referenced on the first page of this Warrant is not greater than the price per share at which shares of Company Common Stock or options to purchase shares of Company Common Stock were last issued prior to the Issue Date hereof.

(b) All Shares which may be issued upon the exercise of this Warrant, shall, upon issuance, be duly authorized, validly issued, fully paid and non-assessable, and free of any liens and encumbrances except for restrictions on transfer provided for herein or under applicable federal and state securities laws. The Company covenants that it shall at all times cause to be reserved and kept available out of its authorized and unissued capital stock such number of securities as will be sufficient to permit the exercise in full of this Warrant.

(c) The Company's capitalization table attached hereto as Schedule 1 is true and complete, in all material respects, as of the Issue Date.

3.2 Notice of Certain Events. If the Company proposes at any time to:

(a) declare any dividend or distribution upon the outstanding shares of the Company's stock, whether in cash, property, stock, or other securities and whether or not a regular cash dividend;

(b) offer for subscription or sale pro rata to the holders of the outstanding shares any additional shares of any class or series of the Company's stock (other than pursuant to contractual pre-emptive rights);

(c) effect any reclassification, exchange, combination, substitution, reorganization or recapitalization of the outstanding shares of the Common Stock;

(d) effect an Acquisition or to liquidate, dissolve or wind up; or

(e) effect its initial, underwritten offering and sale of its securities to the public pursuant to an effective registration statement under the Act (the "**IPO**");

then, in connection with each such event, the Company shall give Holder:

(1) in the case of the matters referred to in (a) and (b) above, at least seven (7) Business Days prior written notice of the earlier to occur of the effective date thereof or the date on which a record will be taken for such dividend, distribution, or subscription rights (and specifying the date on which the holders of outstanding shares of the Common Stock will be entitled thereto) or for determining rights to vote, if any,

(2) in the case of the matters referred to in (c) and (d) above at least seven (7) Business Days prior written notice of the date when the same will take place (and specifying the date on which the holders of outstanding shares of the Class will be entitled to exchange their shares for the securities or other property deliverable upon the occurrence of such event and such reasonable information as Holder may reasonably require regarding the treatment of this Warrant in connection with such event giving rise to the notice); and

(3) with respect to the IPO, at least seven (7) Business Days prior written notice of the date on which the Company proposes to file its registration statement in connection therewith.

Company will also provide information requested by Holder that is reasonably necessary to enable Holder to comply with Holder's accounting or reporting requirements.

SECTION 4. REPRESENTATIONS, WARRANTIES OF THE HOLDER.

The Holder represents and warrants to the Company as follows:

4.1 Purchase for Own Account. This Warrant and the Shares to be acquired upon exercise of this Warrant by Holder are being acquired for investment for Holder's account, not as a nominee or agent, and not with a view to the public resale or distribution within the meaning of the Act. Holder also represents that it has not been formed for the specific purpose of acquiring this Warrant or the Shares.

4.2 Disclosure of Information. Holder is aware of the Company's business affairs and financial condition and has received or has had full access to all the information it considers necessary or appropriate to make an informed investment decision with respect to the acquisition of this Warrant and its underlying securities. Holder further has had an opportunity to ask questions and receive answers from the Company regarding the terms and conditions of the offering of this Warrant and its underlying securities and to obtain additional information (to the extent the Company possessed such information or could acquire it without unreasonable effort or expense) necessary to verify any information furnished to Holder or to which Holder has access.

4.3 Investment Experience. Holder understands that the purchase of this Warrant and its underlying securities involves substantial risk. Holder has experience as an investor in securities of companies in the development stage and acknowledges that Holder can bear the economic risk of such Holder's investment in this Warrant and its underlying securities and has such knowledge and experience in financial or business matters that Holder is capable of evaluating the merits and risks of its investment in this Warrant and its underlying securities and/or has a preexisting personal or business relationship with the Company and certain of its officers, directors or controlling persons of a nature and duration that enables Holder to be aware of the character, business acumen and financial circumstances of such persons.

4.4 Accredited Investor Status. Holder is an "accredited investor" within the meaning of Regulation D promulgated under the Act.

4.5 The Act. Holder understands that this Warrant and the Shares issuable upon exercise hereof have not been registered under the Act in reliance upon a specific exemption therefrom, which exemption depends upon, among other things, the bona fide nature of the Holder's investment intent as expressed herein. Holder understands that this Warrant and the Shares issued upon any exercise hereof must be held indefinitely unless subsequently registered under the Act and qualified under applicable state securities laws, or unless exemption from such registration and qualification are otherwise available. Holder is aware of the provisions of Rule 144 promulgated under the Act.

4.6 Market Stand-off Agreement. The Holder agrees that the Shares shall be subject to the Market Standoff provisions in Section 1.13 of the Amended and Restated Investors' Rights Agreement or similar agreement.

4.7 No Voting Rights. Holder, as a Holder of this Warrant, will not have any voting rights until the exercise of this Warrant.

SECTION 5. MISCELLANEOUS.

5.1 Term and Automatic Conversion Upon Expiration.

(a) Term. Subject to the provisions of Section 1.6 above, this Warrant is exercisable in whole or in part at any time and from time to time on or before 6:00 PM, Pacific time, on the Expiration Date and shall be void thereafter.

(b) Automatic Cashless Exercise upon Expiration. In the event that, upon the Expiration Date, the fair market value of one Share (or other security issuable upon the exercise hereof) as determined in accordance with Section 1.3 above is greater than the Warrant Price in effect on such date, then this Warrant shall automatically be deemed on and as of such date to be exercised pursuant to Section 1.2 above as to all Shares (or such other securities) for which it shall not previously have been exercised, and the Company shall, within a reasonable time, deliver a certificate representing the Shares (or such other securities) issued upon such exercise to Holder.

5.2 Legends. The Shares (and the securities issuable, directly or indirectly, upon conversion of the Shares, if any) shall be imprinted with a legend in substantially the following form:

> THE SHARES EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "**ACT**"), OR THE SECURITIES LAWS OF ANY STATE AND, EXCEPT AS SET FORTH IN THAT CERTAIN WARRANT TO PURCHASE COMMON STOCK ISSUED BY THE ISSUER TO SILICON VALLEY BANK DATED MAY 13, 2014, MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED UNLESS AND UNTIL REGISTERED UNDER SAID ACT AND LAWS OR IN FORM AND SUBSTANCE SATISFACTORY TO THE ISSUER, SUCH OFFER, SALE, PLEDGE OR OTHER TRANSFER IS EXEMPT FROM SUCH REGISTRATION.

5.3 Compliance with Securities Laws on Transfer. This Warrant and the Shares issuable upon exercise of this Warrant (and the securities issuable, directly or indirectly, upon conversion of the Shares, if any) may not be transferred or assigned in whole or in part except in compliance with applicable federal and state securities laws by the transferor and the transferee (including, without limitation, the delivery of investment representation letters and legal opinions reasonably satisfactory to the Company, as reasonably requested by the Company). The Company shall not require Holder to provide an opinion of counsel if the transfer is to SVB Financial Group (Silicon Valley Bank's parent company) or any other affiliate of Holder, provided that any such transferee is an "accredited investor" as defined in Regulation D promulgated under the Act. Additionally, the Company shall also not require an opinion of counsel if there is no material question as to the availability of Rule 144 promulgated under the Act.

5.4 Transfer Procedure. After receipt by Silicon Valley Bank of the executed Warrant, Silicon Valley Bank will transfer all of this Warrant to its parent company, SVB Financial Group. By its acceptance of this Warrant, SVB Financial Group hereby makes to the Company each of the representations and warranties set forth in Section 4 hereof and agrees to be bound by all of the terms and conditions of this Warrant as if the original Holder hereof. Subject to the provisions of Section 5.3 and upon providing the Company with written notice, SVB Financial Group and any subsequent Holder may transfer all or part of this Warrant or the Shares issuable upon exercise of this Warrant (or the securities issuable directly or indirectly, upon conversion of the Shares, if any) to any transferee, provided, however, in connection with any such transfer, SVB Financial Group or any subsequent Holder will give the Company notice of the portion of the Warrant being transferred with the name, address and taxpayer identification number of the transferee and Holder will surrender this Warrant to the Company for reissuance to the transferee(s) (and Holder if applicable); and provided further, that any subsequent transferee other than SVB Financial Group shall agree in writing with the Company to be bound by all of the terms and conditions of this Warrant. Notwithstanding any contrary provision herein, at all times prior to the IPO, Holder may not, without the Company's prior written consent, transfer this Warrant or any portion hereof, or any Shares issued upon any exercise hereof, or any shares or other securities issued upon any conversion of any Shares issued upon any exercise hereof, to any person or entity who directly competes with the Company, except in connection with an Acquisition of the Company by such a direct competitor.

5.5 Notices. All notices and other communications hereunder from the Company to the Holder, or vice versa, shall be deemed delivered and effective (i) when given personally, (ii) on the third (3rd) Business Day after being mailed by first-class registered or certified mail, postage prepaid, (iii) upon actual receipt if given by facsimile or electronic mail and such receipt is confirmed in writing by the recipient, or (iv) on the first Business Day following delivery to a reliable overnight courier service, courier fee prepaid, in any case at such address as may have been furnished to the Company or Holder, as the case may be, in writing by the Company or such Holder from time to time in accordance with the provisions of this Section 5.5. All notices to Holder shall be addressed as follows until the Company receives notice of a change of address in connection with a transfer or otherwise:

SVB Financial Group
[Address]

Notice to the Company shall be addressed as follows until Holder receives notice of a change in address:

ContextLogic Inc.
Attn: Chief Executive Officer
20 California Street, 4th Floor
San Francisco, CA 94111

with a copy to: Gunderson Dettmer Stough Villeneuve Franklin & Hachigian, LLP
[Address]

5.6 Waiver. This Warrant and any term hereof may be changed, waived, discharged or terminated (either generally or in a particular instance and either retroactively or prospectively) only by an instrument in writing signed by the party against which enforcement of such change, waiver, discharge or termination is sought.

5.7 Attorney's Fees. In the event of any dispute between the parties concerning the terms and provisions of this Warrant, the party prevailing in such dispute shall be entitled to collect from the other party all costs incurred in such dispute, including reasonable attorneys' fees.

5.8 Counterparts; Facsimile/Electronic Signatures. This Warrant may be executed in counterparts, all of which together shall constitute one and the same agreement. Any signature page delivered electronically or by facsimile shall be binding to the same extent as an original signature page with regards to any agreement subject to the terms hereof or any amendment thereto.

5.9 Governing Law. This Warrant shall be governed by and construed in accordance with the laws of the State of California, without giving effect to its principles regarding conflicts of law.

5.10 Headings. The headings in this Warrant are for purposes of reference only and shall not limit or otherwise affect the meaning of any provision of this Warrant.

5.11 Business Days. "**Business Day**" is any day that is not a Saturday, Sunday or a day on which Silicon Valley Bank is closed.

[Remainder of page left blank intentionally]

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Warrant to Purchase Common Stock to be executed by their duly authorized representatives effective as of the Issue Date written above.

"COMPANY"

CONTEXTLOGIC INC.

By: /s/ Piotr Szulczewski

Name: Piotr Szulczewski
(Print)

Title: Chief Executive Officer

"HOLDER"

SILICON VALLEY BANK

By: /s/ Dan Hardman

Name: Dan Hardman
(Print)

Title: Vice President

APPENDIX 1

NOTICE OF EXERCISE

1. The undersigned Holder hereby exercises its right purchase _____ shares of the Common Stock of CONTEXTLOGIC INC. (the "**Company**") in accordance with the attached Warrant To Purchase Common Stock, and tenders payment of the aggregate Warrant Price for such shares as follows:

[ ] check in the amount of $_____ payable to order of the Company enclosed herewith

[ ] Wire transfer of immediately available funds to the Company's account

[ ] Cashless Exercise pursuant to Section 1.2 of the Warrant

[ ] Other [Describe] _____

2. Please issue a certificate or certificates representing the Shares in the name specified below:

_____
Holder's Name

_____

_____
(Address)

3. By its execution below and for the benefit of the Company, Holder hereby restates each of the representations and warranties in Section 4 of the Warrant to Purchase Common Stock as of the date hereof.

HOLDER:

_____

By: _____

Name: _____

Title: _____

(Date): _____

Exhibit 4.5

IRREVOCABLE PROXY AGREEMENT

This Irrevocable Proxy Agreement (this "**Proxy Agreement**") is entered into as of _____, 2020 by and among Piotr Szulczewski (the "**Proxyholder**"), ContextLogic Inc., a Delaware corporation (the "**Corporation**"), and those stockholders whose names are set forth on Exhibit A hereto, (each, a "**Stockholder**"). This Proxy Agreement shall become effective as of the closing of the Initial Public Offering (as defined below). The Proxyholder and the Stockholder are sometimes referred to herein collectively as the "**Parties**" and individually as a "**Party**."

RECITALS

WHEREAS, Stockholder currently holds shares of the Company's common stock or securities exercisable for Common Stock (the "**Existing Shares**"), par value $0.0001 per share ("**Common Stock**").

WHEREAS, it is anticipated that prior to the closing of the Company's initial public offering (the "**Initial Public Offering**"), the Company will amend and restate its existing Certificate of Incorporation (the "**Amended and Restated Certificate of Incorporation**") such that the currently outstanding shares of Common Stock will become shares of Class B Common Stock, par value $0.0001 per share, with each such share having 20 votes per share (the "**Class B Common Stock**").

WHEREAS, it is anticipated that the Company will issue Class A Common Stock, par value $0.0001 per share (the "**Class A Common Stock**"), in the Initial Public Offering, with each such share having one vote per share.

WHEREAS, Stockholder has agreed to enter into this Proxy Agreement with respect to shares of Class B Common Stock held by it in consideration of a $100 cash payment from the Proxyholder to Stockholder and for other good and valuable consideration, the sufficiency of which is hereby acknowledged and agreed.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged and agreed, the Parties agree as follows:

AGREEMENT

ARTICLE 1 IRREVOCABLE PROXY

1.1 Scope of Proxy.

1.1.1 Stockholder agrees that the Proxyholder shall have the sole right to vote the Existing Shares and any other shares of Class B Common Stock of the Corporation that the Stockholder currently holds or in the future may acquire from any person or entity or as to which a Stockholder hereafter acquires the right to exercise voting or dispositive authority (collectively, the "**Shares**"), in his sole discretion, on all matters submitted to a vote of stockholders of the Corporation at a meeting of stockholders or through the solicitation of a written consent of stockholders (whether of any individual class of stock, of multiple classes of stock voting together, or on consents or votes of the stockholders). Notwithstanding the foregoing, Shares shall not include shares of Class A Common Stock that Stockholder may acquire after or in connection with the Initial Public Offering.

1.1.2 Stockholder further agrees that, unless the Proxyholder provides explicit written instruction to vote the Shares under this Proxy Agreement or the Proxyholder provides explicit written notice that any Stockholder shall be permitted by the Proxyholder to vote in a manner other than as the Proxyholder instructs, Stockholder shall abstain from voting any of the Shares (in person, by proxy or by action by written consent, as applicable) on any matter submitted to a vote of stockholders of the Corporation (whether of any individual class of stock, of multiple classes of stock voting together, or on consents or votes of the stockholders).

1.1.3 To secure the Proxyholder's rights to vote the Shares and to otherwise comply with the terms hereof, Stockholder irrevocably appoints the Proxyholder as such Stockholder's true and lawful proxy and attorney-in-fact, with the power to act alone and with full power of substitution, to vote or act by written consent with respect to all of the Shares in accordance with the provisions set forth in this Proxy Agreement, and to execute all appropriate instruments consistent with this Proxy Agreement on behalf of such Stockholder. The proxy and power granted by Stockholder pursuant to this Section 1.1 are coupled with an interest and are given to secure the performance of each Party's duties under this Proxy Agreement. The proxy and power will be irrevocable for the term hereof. Except as provided below in Section 1.2.2 and Section 3.1, the proxy and power will survive the merger, consolidation, conversion or reorganization of Stockholder or any other entity holding the Shares or any Transfer (as defined below) of the Shares.

1.2 Transferees.

1.2.1 If Stockholder desires to transfer, sell, assign, pledge or otherwise dispose of or encumber any shares of Class B Common Stock (collectively, a "**Transfer**") and such Transfer constitutes a Permitted Transfer as defined in the then existing Amended and Restated Certificate of Incorporation, such Transfer shall not take effect until the pledgee, transferee or donee of such Shares (the "**Transferee**") furnishes the Proxyholder and the Corporation with a written agreement to be bound by the terms of this Proxy Agreement (an "**Assumption Agreement**") it being understood and agreed that the Corporation shall be entitled to issue stop transfer instructions in respect of such Shares to preclude any transfer of Shares in contravention of the foregoing. Upon satisfaction of the foregoing provisions, such pledgee, transferee or donee shall be treated as a "Stockholder" for purposes of this Proxy Agreement.

1.2.2 If such Transfer is not a Permitted Transfer pursuant to the Company's then existing Amended and Restated Certificate of Incorporation, then this Proxy Agreement will have no further effect with respect to such shares of Class B Common Stock (or any underlying shares of Class A Common Stock) subject to the Transfer.

1.3 Additional Shares. In the event of any issuance of shares of Common Stock or Class B Common Stock hereafter to Stockholder (including, without limitation, in connection with any stock split, stock dividend, recapitalization, reorganization, or the like), such shares shall automatically become subject to this Proxy Agreement and shall be endorsed with the legend set forth in Section 2.1.

ARTICLE 2 ENDORSEMENT OF SHARES

2.1 Legend. The Corporation shall cause each certificate representing the Shares to bear the following legend:

> "THE SHARES OF STOCK REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO AN IRREVOCABLE PROXY AGREEMENT BETWEEN THE HOLDER OF THESE SHARES, CONTEXTLOGIC INC., A DELAWARE CORPORATION, AND CERTAIN OTHER PARTIES, A COPY OF WHICH IS ON FILE WITH THE SECRETARY OF THE CORPORATION. THE IRREVOCABLE PROXY AGREEMENT INCLUDES PROVISIONS POTENTIALLY RESTRICTING THE STOCKHOLDER'S RIGHT TO VOTE OR TRANSFER HIS OR ITS ENTIRE INTEREST IN THE SHARES EVIDENCED HEREBY, AND BY ACCEPTING ANY INTEREST IN SUCH SHARES THE PERSON ACCEPTING SUCH INTEREST SHALL BE DEEMED TO AGREE TO AND SHALL BECOME BOUND BY ALL THE PROVISIONS OF SAID IRREVOCABLE PROXY AGREEMENT."

ARTICLE 3 MISCELLANEOUS

3.1 Termination. Notwithstanding any provision of this Proxy Agreement to the contrary, this Proxy Agreement shall terminate upon the earlier of:

3.1.1 The liquidation, dissolution or winding up of the business operations of the Corporation;

3.1.2 The execution by the Corporation of a general assignment for the benefit of creditors or the appointment of a receiver or trustee to take possession of the property and assets of the Corporation;

3.1.3 In the sole discretion of the Proxyholder, with the express written consent of the Proxyholder (which he shall be under no obligation to provide);

3.1.4 At such time as no Class B Common Stock remains outstanding; or

3.1.5 The death or Incapacity (as defined in the then existing Amended and Restated Certificate of Incorporation) of Proxyholder.

3.2 Securities Rules & Regulations. The Stockholder agrees and understands that the Stockholder, the Corporation and/or the Proxyholder may become subject to the registration and/or reporting requirements, rules and regulations of the Exchange Act of 1934, as amended, the Securities Act of 1933, as amended, and/or any state and federal securities laws (collectively, the "**Securities**

Laws"). Stockholder agrees to use his best efforts to comply with the Securities Laws and to assist Proxyholder in complying with the Securities Laws in a timely and prompt manner. Such compliance may include, for example and without limiting the foregoing, the filing and updating and maintaining of Form 13G and/or Form 13D under the Exchange Act of 1934, as amended.

3.3 Specific Performance. It is agreed and understood that monetary damages would not adequately compensate an injured party for the breach of this Proxy Agreement by any party, that this Proxy Agreement shall be specifically enforceable, and that any breach or threatened breach of this Proxy Agreement shall be the proper subject of a temporary or permanent injunction or restraining order. Further, each Party hereto waives any claim or defense that there is an adequate remedy at law for such breach or threatened breach.

3.4 Governing Law; Forum. This Proxy Agreement and its validity, construction and performance shall be governed by the laws of the State of Delaware, without giving effect to conflict of law principles. In addition, each of the parties hereto (i) consents to submit itself to the exclusive jurisdiction of the Court of Chancery or other courts of the State of Delaware in the event any dispute arises out of this Proxy Agreement or any of the transactions contemplated by this Proxy Agreement, (ii) agrees that it will not attempt to deny or defeat such jurisdiction by motion or other request for leave from such court, (iii) agrees that it will not bring any action relating to this Proxy Agreement or any of the transactions contemplated by this Proxy Agreement in any court other than the Court of Chancery or other courts of the State of Delaware, and (iv) waives, and agrees not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Proxy Agreement or the subject matter hereof may not be enforced in or by such court.

3.5 Severability. If a court of competent jurisdiction finds any provision of this Proxy Agreement to be invalid or unenforceable as to any person or circumstance, such findings shall not render that provision invalid or unenforceable as to any other persons or circumstances, and shall not impact the enforceability of the remaining portions of this Proxy Agreement. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; *however*, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Proxy Agreement in all other respects shall remain valid and enforceable.

3.6 Modification and Integration. This Proxy Agreement may not be changed, modified, amended or waived in any way except in writing, signed by the Party or Parties to be charged. This Proxy Agreement sets forth the entire agreement and understanding of the Parties as to its subject matter, and merges and supersedes all prior discussions, agreements, and understandings of every kind and nature with respect to the subject matter hereof. The section headings are for convenience only and shall not affect the meaning or effect of any provision.

3.7 Notices. Notwithstanding anything to the contrary contained herein, any notice required or permitted by this Proxy Agreement shall be in writing and shall be deemed sufficient and received on the earlier of (a) the date of delivery, when delivered personally, by overnight mail, courier or sent by electronic mail (e-mail) or fax, or (b) forty-eight (48) hours after being deposited in the U.S. mail, as certified or registered mail, with postage prepaid, and addressed to the party to be notified at such party's address, e-mail address or fax number as set forth on the signature page or Exhibit A hereto, or as subsequently modified by written notice. Any electronic mail (email) communication shall be deemed to be "in writing" for purposes of this Proxy Agreement.

3.8 No Other Assignment or Transfer of Proxy. The rights granted by the Stockholder to the Proxyholder pursuant to this Proxy Agreement may not be assigned or transferred by the Proxyholder without the express written consent of the Stockholder to be bound by such assignment or transfer.

3.9 Further Assurances. Stockholder shall execute such documents and instruments and take such further actions as may be reasonably required or desirable to carry out the provisions of this Proxy Agreement. From time to time, at the Proxyholder's request, Stockholder shall execute, acknowledge and deliver to the Proxyholder such other instruments and will take such other actions and execute and deliver such other documents, certifications and further assurances as the Proxyholder may reasonably require in order to vest more effectively in the Proxyholder all voting power in and to the Shares.

3.10 Counterparts. This Proxy Agreement may be executed in any number of counterparts, each of which, when executed, shall be deemed an original and all of which together shall be deemed to be one and the same instrument.

[*Remainder of page intentionally left blank.*]

IN WITNESS WHEREOF, the undersigned have executed this Proxy Agreement as of the date first above written.

PROXYHOLDER:

PIOTR SZULCZEWSKI

By: _____
Name: Piotr Szulczewski

CORPORATION:

CONTEXTLOGIC INC.

By: _____
Name: Devang Shah
Title: General Counsel

STOCKHOLDERS:

By: _____
Name: _____
Title: _____

Address: _____

Email address: _____

By: _____
Name: _____
Title: _____

Address: _____

Email address: _____

Exhibit A

Exhibit 4.6

IRREVOCABLE PROXY AGREEMENT

This Irrevocable Proxy Agreement (the "**Proxy Agreement**") is entered into as of , 2014 by and among Piotr Szulczewski (the "**Proxyholder**"), Sheng (Danny) Zhang (the "**Subsequent Proxyholder**"), ContextLogic Inc., a Delaware corporation (the "**Corporation**"), and (the "**Stockholder**"). The Proxyholder, the Subsequent Proxyholder and the Stockholder are sometimes referred to herein collectively as the "**Parties**" and individually as a "**Party**."

RECITALS

WHEREAS, Stockholder has purchased certain shares of Series D Preferred Stock of the Corporation (all such shares acquired by Stockholder are referred to herein as the "**Purchased Shares**") pursuant to that certain Series D Preferred Stock Purchase Agreement dated October 7, 2014 (the "**Purchase Agreement**");

WHEREAS, Stockholder has agreed to enter into this Proxy Agreement as a condition to, and in consideration of, the purchase of such Purchased Shares.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged and agreed, the Parties agree as follows:

AGREEMENT

ARTICLE 1 IRREVOCABLE PROXY

1.1 Scope of Proxy.

1.1.1 Stockholder agrees that the Proxyholder shall have the sole right to vote the Purchased Shares and any other shares of capital stock of the Corporation that the Stockholder currently holds or in the future may acquire from any person or entity (collectively, the "**Shares**"), in its sole discretion, on all matters submitted to a vote of stockholders of the Corporation at a meeting of stockholders or through the solicitation of a written consent of stockholders (whether of any individual class of stock, of multiple classes of stock voting together and whether sought on contractual matters (including, without limitation, the Amended and Restated Investors' Rights Agreement, the Amended and Restated Voting Agreement, or the Amended and Restated First Refusal and Voting Agreement) or on consents or votes of the stockholders).

1.1.2 Stockholder further agrees that, unless the Proxyholder provides explicit written instruction to vote the Shares under this Proxy Agreement or the Proxyholder provides explicit written notice that any Stockholder shall be permitted by the Proxyholder to vote in a manner other than as the Proxyholder instructs, Stockholder shall abstain from voting any of the Shares (in person, by proxy or by action by written consent, as applicable) on any matter submitted to a vote of stockholders of the Corporation (whether of any individual class of stock, of multiple classes of stock voting together and whether sought on contractual matters (including, without limitation, the Amended and Restated Investors' Rights Agreement, the Amended and Restated Voting Agreement, or the Amended and Restated First Refusal and Voting Agreement) or on consents or votes of the stockholders).

1.1.3 To secure the Proxyholder's rights to vote the Shares and to otherwise comply with the terms hereof, Stockholder irrevocably appoints the Proxyholder as such Stockholder's true and lawful proxy and attorney-in-fact, with the power to act alone and with full power of substitution, to vote or act by written consent with respect to all of the Shares in accordance with the provisions set forth in this Proxy Agreement, and to execute all appropriate instruments consistent with this Proxy Agreement on behalf of such Stockholder. The proxy and power granted by Stockholder pursuant to this Section 1.1 are coupled with an interest and are given to secure the performance of each Party's duties under this Proxy Agreement. The proxy and power will be irrevocable for the term hereof. The proxy and power will survive the merger, consolidation, conversion or reorganization of Stockholder or any other entity holding the Shares or any Transfer (as defined below) of the Shares.

1.2 Subsequent Proxy. Notwithstanding any provision of this Proxy Agreement to the contrary, upon the occurrence of any of the following events (each, a "**Succession Event**") prior to the occurrence of any Disqualification Event (as hereinafter defined), the rights granted to the Proxyholder pursuant to Section 1.1 shall terminate as to the Proxyholder and shall instead be vested, jointly and not severally, in the Subsequent Proxyholder, such that from and after the occurrence of any Succession Event with respect to Proxyholder, the Subsequent Proxyholder shall be deemed to be the "Proxyholder" for all purposes hereunder:

1.2.1 The death or incapacity of Proxyholder;

1.2.2 Proxyholder's commission of an act of fraud or embezzlement that is materially injurious to the Corporation;

1.2.3 Proxyholder's conviction or plea of *nobo contendere* to a felony;

1.2.4 The failure (for any reason) of Proxyholder to, at any time following the date hereof, directly or indirectly hold securities (whether then vested or not) of the Corporation representing at least 5% of the Corporation's issued and outstanding shares on a Fully Diluted Basis ("**Fully Diluted Basis**" means the total number of shares of the Company's issued and outstanding common stock, assuming the conversion and/or exercise of all issued and outstanding convertible or exercisable securities (whether then vested or not), but excluding securities reserved for issuance pursuant to any equity incentive plan then in effect); or

1.2.5 The express written consent of the Proxyholder, in the sole discretion of the Proxyholder;

provided, however, that, upon the occurrence of any of the following events (each, a "**Disqualification Event**") prior to the occurrence of any Succession Event, the rights granted to the Proxyholder pursuant to Section 1.1 shall not so vest in the Subsequent Proxyholder and the Subsequent Proxyholder shall not be deemed to be, or otherwise become, the "Proxyholder" for any purpose hereunder:

1.2.6 The death or incapacity of Subsequent Proxyholder;

1.2.7 Subsequent Proxyholder's commission of an act of fraud or embezzlement that is materially injurious to the Corporation;

1.2.8 Subsequent Proxyholder's conviction or plea of *nobo contendere* to a felony;

1.2.9 The failure (for any reason) of Subsequent Proxyholder to, at any time following the date hereof, directly or indirectly hold securities (whether then vested or not) of the Corporation representing at least 5% of the Corporation's issued and outstanding shares on a Fully Diluted Basis;

1.2.10 The express written consent of the Subsequent Proxyholder, in the sole discretion of the Subsequent Proxyholder.

1.3 Transferees. If Stockholder desires to transfer, sell, assign, pledge or otherwise dispose of or encumber any Shares (collectively, a "**Transfer**"), such Transfer shall not take effect until the pledgee, transferee or donee of such Shares (the "**Transferee**") furnishes the Proxyholder and the Corporation with a written agreement to be bound by the terms of this Proxy Agreement (an "**Assumption Agreement**") it being understood and agreed that the Corporation shall be entitled to issue stop transfer instructions in respect of such Shares to preclude any transfer of Shares in contravention of the foregoing. Upon satisfaction of the foregoing provisions, such pledgee, transferee or donee shall be treated as a "Stockholder" for purposes of this Proxy Agreement.

1.4 Additional Shares. In the event of any issuance of shares of the Corporation's voting securities hereafter to Stockholder (including, without limitation, in connection with any stock split, stock dividend, recapitalization, reorganization, or the like), such shares shall automatically become subject to this Proxy Agreement and shall be endorsed with the legend set forth in Section 2.1.

ARTICLE 2 ENDORSEMENT OF SHARES

2.1 Legend. The Corporation shall cause each certificate representing the Shares to bear the following legend:

> "THE SHARES OF STOCK REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO AN IRREVOCABLE PROXY AGREEMENT BETWEEN THE HOLDER OF THESE SHARES, CONTEXTLOGIC INC., A DELAWARE CORPORATION, AND CERTAIN OTHER PARTIES, A COPY OF WHICH IS ON FILE WITH THE SECRETARY OF THE CORPORATION. THE IRREVOCABLE PROXY AGREEMENT INCLUDES PROVISIONS POTENTIALLY RESTRICTING THE STOCKHOLDER'S RIGHT TO VOTE OR TRANSFER HIS OR ITS ENTIRE INTEREST IN THE SHARES EVIDENCED HEREBY, AND BY ACCEPTING ANY INTEREST IN SUCH SHARES THE PERSON ACCEPTING SUCH INTEREST SHALL BE DEEMED TO AGREE TO AND SHALL BECOME BOUND BY ALL THE PROVISIONS OF SAID IRREVOCABLE PROXY AGREEMENT."

ARTICLE 3 MISCELLANEOUS

3.1 Termination. Notwithstanding any provision of this Proxy Agreement to the contrary, this Proxy Agreement shall terminate and be of no further force or effect upon the later of (a) the consummation of an underwritten public offering of the Corporation's capital stock, (b) in the event that a Disqualification Event shall have occurred prior to the occurrence of a Succession Event, the occurrence of such Succession Event, (c) in the event that a Disqualification Event shall have not occurred prior to the occurrence of a Succession Event, the occurrence of the immediately following Succession Event with respect to the Subsequent Proxyholder in his capacity as "Proxyholder" hereunder, and (d) the simultaneous or near simultaneous occurrence of a Disqualification Event and Succession Event. Prior to any such termination, this Proxy Agreement, and the proxy granted herein, shall remain in effect and may be exercised by Proxyholder.

3.2 Specific Performance. It is agreed and understood that monetary damages would not adequately compensate an injured party for the breach of this Proxy Agreement by any party, that this Proxy Agreement shall be specifically enforceable, and that any breach or threatened breach of this Proxy Agreement shall be the proper subject of a temporary or permanent injunction or restraining order. Further, each Party hereto waives any claim or defense that there is an adequate remedy at law for such breach or threatened breach.

3.3 Governing Law; Forum. This Proxy Agreement and its validity, construction and performance shall be governed by the laws of the State of Delaware, without giving effect to conflict of law principles. In addition, each of the parties hereto (i) consents to submit itself to the exclusive jurisdiction of the Court of Chancery or other courts of the State of Delaware in the event any dispute arises out of this Proxy Agreement or any of the transactions contemplated by this Proxy Agreement, (ii) agrees that it will not attempt to deny or defeat such jurisdiction by motion or other request for leave from such court, (iii) agrees that it will not bring any action relating to this Proxy Agreement or any of the transactions contemplated by this Proxy Agreement in any court other than the Court of Chancery or other courts of the State of Delaware, and (iv) waives, and agrees not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Proxy Agreement or the subject matter hereof may not be enforced in or by such court.

3.4 Severability. If a court of competent jurisdiction finds any provision of this Proxy Agreement to be invalid or unenforceable as to any person or circumstance, such findings shall not render that provision invalid or unenforceable as to any other persons or circumstances, and shall not impact the enforceability of the remaining portions of this Proxy Agreement. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; *however*, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Proxy Agreement in all other respects shall remain valid and enforceable.

3.5 Modification and Integration. This Proxy Agreement may not be changed, modified, amended or waived in any way except in writing, signed by the Party or Parties to be charged. This Proxy Agreement sets forth the entire agreement and understanding of the Parties as to its subject matter, and merges and supersedes all prior discussions, agreements, and understandings of every kind and nature with respect to the subject matter hereof. The section headings are for convenience only and shall not affect the meaning or effect of any provision.

3.6 No Other Assignment or Transfer of Proxy. Except as provided in Section 1.2, the rights granted by the Stockholder to the Proxyholder pursuant to this Proxy Agreement may not be assigned or transferred by the Proxyholder (by operation of law or otherwise) without the express written consent of the Stockholder to be bound by such assignment or transfer.

3.7 Further Assurances. Stockholder shall execute such documents and instruments and take such further actions as may be reasonably required or desirable to carry out the provisions of this Proxy Agreement. From time to time, at the Proxyholder's request, Stockholder shall execute, acknowledge and deliver to the Proxyholder such other instruments and will take such other actions and execute and deliver such other documents, certifications and further assurances as the Proxyholder may reasonably require in order to vest more effectively in the Proxyholder all voting power in and to the Shares.

3.8 Counterparts. This Proxy Agreement may be executed in any number of counterparts, each of which, when executed, shall be deemed an original and all of which together shall be deemed to be one and the same instrument.

[*Remainder of page intentionally left blank.*]

IN WITNESS WHEREOF, the undersigned have executed this Proxy Agreement as of the date first above written.

PROXYHOLDER:

PIOTR SZULCZEWSKI

By: _____
Name: Piotr Szulczewski

CORPORATION:

CONTEXTLOGIC INC.

By: _____
Name: Piotr Szulczewski
Title: Chief Executive Officer

STOCKHOLDER:

By: _____

Exhibit 10.1

INDEMNIFICATION AGREEMENT

THIS INDEMNIFICATION AGREEMENT (the "Agreement") is made and entered into as of , 2020, between ContextLogic Inc., a Delaware corporation (the "Company"), and ("Indemnitee").

WITNESSETH THAT:

WHEREAS, highly competent persons have become more reluctant to serve corporations as directors and officers or in other capacities unless they are provided with adequate protection through insurance or adequate indemnification against inordinate risks of claims and actions against them arising out of their service to and activities on behalf of the corporation;

WHEREAS, the Board of Directors of the Company (the "Board") has determined that, in order to attract and retain qualified individuals, the Company will attempt to maintain on an ongoing basis, at its sole expense, liability insurance to protect persons serving the Company and its subsidiaries from certain liabilities. Although the furnishing of such insurance has been a customary and widespread practice among United States-based corporations and other business enterprises, the Company believes that, given current market conditions and trends, such insurance may be available to it in the future only at higher premiums and with more exclusions. At the same time, directors, officers, and other persons in service to corporations or business enterprises are being increasingly subjected to expensive and time-consuming litigation relating to, among other things, matters that traditionally would have been brought only against the Company or business enterprise itself. The Bylaws, as amended, (the "Bylaws") and Restated Certificate of Incorporation (the "Restated Certificate") of the Company require indemnification of the officers and directors of the Company. Indemnitee may also be entitled to indemnification pursuant to the General Corporation Law of the State of Delaware ("DGCL"). The Bylaws, Restated Certificate and the DGCL expressly provide that the indemnification provisions set forth therein are not exclusive, and thereby contemplate that contracts may be entered into between the Company and members of the Board, officers and other persons with respect to indemnification;

WHEREAS, the uncertainties relating to such insurance and to indemnification have increased the difficulty of attracting and retaining such persons;

WHEREAS, the Board has determined that the increased difficulty in attracting and retaining such persons is detrimental to the best interests of the Company's stockholders and that the Company should act to assure such persons that there will be increased certainty of such protection in the future;

WHEREAS, it is reasonable, prudent and necessary for the Company contractually to obligate itself to indemnify, and to advance expenses on behalf of, such persons to the fullest extent permitted by applicable law so that they will serve or continue to serve the Company free from undue concern that they will not be so indemnified;

WHEREAS, this Agreement is a supplement to and in furtherance of the Bylaws and Restated Certificate and any resolutions adopted pursuant thereto, and shall not be deemed a substitute therefor, nor to diminish or abrogate any rights of Indemnitee thereunder; and

WHEREAS, Indemnitee does not regard the protection available under the Bylaws and Restated Certificate and insurance as adequate in the present circumstances, and may not be willing to serve as an officer and/or director without adequate protection, and the Company desires Indemnitee to serve in such capacity. Indemnitee is willing to serve, continue to serve and to take on additional service for or on behalf of the Company on the condition that he be so indemnified.

WHEREAS, Indemnitee is or may become a representative of or affiliated with a venture capital fund (together with any affiliated venture capital funds and the general partners, managing members or other control persons and/or any affiliated management companies, the "VC Funds", and each, individually, a "VC Fund"), and has certain rights to indemnification and/or insurance provided by the VC Funds, which Indemnitee and the VC Fund intend to be secondary to the primary obligation of the Company to indemnify Indemnitee as provided herein, with the Company's acknowledgement and agreement to the foregoing being a material condition to Indemnitee's willingness to serve on the Board.

NOW, THEREFORE, in consideration of Indemnitee's agreement to serve as an officer and/or director from and after the date hereof, the parties hereto agree as follows:

1. Indemnity of Indemnitee. The Company hereby agrees to hold harmless and indemnify Indemnitee to the fullest extent permitted by law, as such may be amended from time to time. In furtherance of the foregoing indemnification, and without limiting the generality thereof:

(a) Proceedings Other Than Proceedings by or in the Right of the Company. Indemnitee shall be entitled to the rights of indemnification provided in this Section l(a) if, by reason of such person's Corporate Status (as hereinafter defined), the Indemnitee is, or is threatened to be made, a party to or participant in any Proceeding (as hereinafter defined) other than a Proceeding by or in the right of the Company. Pursuant to this Section 1(a), Indemnitee shall be indemnified against all Expenses (as hereinafter defined), judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by such person, or on such person's behalf, in connection with such Proceeding or any claim, issue or matter therein, if the Indemnitee acted in good faith and in a manner the Indemnitee reasonably believed to be in or not opposed to the best interests of the Company, and with respect to any criminal Proceeding, had no reasonable cause to believe the Indemnitee's conduct was unlawful.

(b) Proceedings by or in the Right of the Company. Indemnitee shall be entitled to the rights of indemnification provided in this Section 1(b) if, by reason of such person's Corporate Status, the Indemnitee is, or is threatened to be made, a party to or participant in any Proceeding brought by or in the right of the Company. Pursuant to this Section 1(b), Indemnitee shall be indemnified against all Expenses actually and reasonably incurred by the Indemnitee, or on the Indemnitee's behalf, in connection with such Proceeding if the Indemnitee acted in good faith and in a manner the Indemnitee reasonably believed to be in or not opposed to the best interests of the Company; *provided*, *however*, if applicable law so provides, no indemnification against such Expenses shall be made in respect of any claim, issue or matter in such Proceeding as to which Indemnitee shall have been adjudged to be liable to the Company unless and to the extent that the Court of Chancery of the State of Delaware shall determine that such indemnification may be made.

(c) Indemnification for Expenses of a Party Who is Wholly or Partly Successful. Notwithstanding any other provision of this Agreement, to the extent that Indemnitee is, by reason of his Corporate Status, a party to and is successful, on the merits or otherwise, in any Proceeding, he shall be indemnified to the maximum extent permitted by law, as such may be amended from time to time, against all Expenses actually and reasonably incurred by him or on his behalf in connection therewith. If Indemnitee is not wholly successful in such Proceeding but is successful, on the merits or otherwise, as to one or more but less than all claims, issues or matters in such Proceeding, the Company shall indemnify Indemnitee against all Expenses actually and reasonably incurred by him or on his behalf in connection with each successfully resolved claim, issue or matter. For purposes of this Section 1 and without limitation, the termination of any claim, issue or matter in such a Proceeding by dismissal, with or without prejudice, shall be deemed to be a successful result as to such claim, issue or matter.

(d) Indemnification of VC Fund. If (i) any VC Fund is, or is threatened to be made, a party to or a participant in any Proceeding, and (ii) such VC Fund's involvement in the proceeding is related to Indemnitee's Corporate Status, then, to the extent resulting from any claim based on the Indemnitee's Corporate Status, such VC Fund will be entitled to indemnification hereunder for Expenses to the same extent as Indemnitee.

2. Additional Indemnity.

(a) Indemnification of Indemnitee. In addition to, and without regard to any limitations on, the indemnification provided for in Section 1 of this Agreement, the Company shall and hereby does indemnify and hold harmless Indemnitee against all Expenses, judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by him or on his behalf if, by reason of his Corporate Status, he is, or is threatened to be made, a party to or participant in any Proceeding (including a Proceeding by or in the right of the Company), including, without limitation, all liability arising out of the negligence or active or passive wrongdoing of Indemnitee. The only limitation that shall exist upon the Company's obligations pursuant to this Agreement shall be that the Company shall not be obligated to make any payment to Indemnitee that is finally determined (under the procedures, and subject to the presumptions, set forth in Sections 6 and 7 hereof) to be unlawful.

3. Contribution.

(a) Whether or not the indemnification provided in Sections 1 and 2 hereof is available, in respect of any threatened, pending or completed action, suit or proceeding in which the Company is jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), the Company shall pay, in the first instance, the entire amount of any judgment or settlement of such action, suit or proceeding without requiring Indemnitee to contribute to such payment and the Company hereby waives and relinquishes any right of contribution it may have against Indemnitee. The Company shall not enter into any settlement of any action, suit or proceeding in which the Company is jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding) unless such settlement provides for a full and final release of all claims asserted against Indemnitee.

(b) Without diminishing or impairing the obligations of the Company set forth in the preceding subparagraph, if, for any reason, Indemnitee shall elect or be required to pay all or any portion of any judgment or settlement in any threatened, pending or completed action, suit or proceeding in which the Company is jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), the Company shall contribute to the amount of Expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Indemnitee in proportion to the relative benefits received by the Company and all officers, directors or employees of the Company, other than Indemnitee, who are jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), on the one hand, and Indemnitee, on the other hand, from the transaction from which such action, suit or proceeding arose; provided, however, that the proportion determined on the basis of relative benefit may, to the extent necessary to conform to law, be further adjusted by reference to the relative fault of the Company and all officers, directors or employees of the Company other than Indemnitee who are jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), on the one hand, and Indemnitee, on the other hand, in connection with the events that resulted in such Expenses, judgments, fines or settlement amounts, as well as any other equitable considerations which applicable law may require to be considered. The relative fault of the Company and all officers, directors or employees of the Company, other than Indemnitee, who are jointly liable with Indemnitee (or would be if joined in such

action, suit or proceeding), on the one hand, and Indemnitee, on the other hand, shall be determined by reference to, among other things, the degree to which their actions were motivated by intent to gain personal profit or advantage, the degree to which their liability is primary or secondary and the degree to which their conduct is active or passive.

(c) The Company hereby agrees to fully indemnify and hold Indemnitee harmless from any claims of contribution which may be brought by officers, directors or employees of the Company, other than Indemnitee, who may be jointly liable with Indemnitee.

(d) To the fullest extent permissible under applicable law and without diminishing or impairing the obligations of the Company set forth in the preceding subparagraphs of this Section 3, if the indemnification provided for in this Agreement is unavailable to Indemnitee for any reason whatsoever, the Company, in lieu of indemnifying Indemnitee, shall contribute to the amount incurred by Indemnitee, whether for judgments, fines, penalties, excise taxes, amounts paid or to be paid in settlement and/or for Expenses, in connection with any claim relating to an indemnifiable event under this Agreement, in such proportion as is deemed fair and reasonable in light of all of the circumstances of such Proceeding in order to reflect (i) the relative benefits received by the Company and Indemnitee as a result of the event(s) and/or transaction(s) giving cause to such Proceeding; and/or (ii) the relative fault of the Company (and its directors, officers, employees and agents) and Indemnitee in connection with such event(s) and/or transaction(s).

4. Indemnification for Expenses of a Witness. Notwithstanding any other provision of this Agreement, to the extent that Indemnitee is, by reason of his Corporate Status, a witness, or is made (or asked to) respond to discovery requests, in any Proceeding to which Indemnitee is not a party, he shall be indemnified against all Expenses actually and reasonably incurred by him or on his behalf in connection therewith.

5. Advancement of Expenses. Notwithstanding any other provision of this Agreement, the Company shall advance all Expenses incurred by or on behalf of Indemnitee in connection with any Proceeding by reason of Indemnitee's Corporate Status within thirty (30) days after the receipt by the Company of a statement or statements from Indemnitee requesting such advance or advances from time to time, whether prior to or after final disposition of such Proceeding. Such statement or statements shall reasonably evidence the Expenses incurred by Indemnitee and shall include or be preceded or accompanied by a written undertaking by or on behalf of Indemnitee to repay any Expenses advanced if it shall ultimately be determined that Indemnitee is not entitled to be indemnified against such Expenses. Any advances and undertakings to repay pursuant to this Section 5 shall be unsecured and interest free and not conditioned on Indemnitee's ability to repay such advances.

6. Procedures and Presumptions for Determination of Entitlement to Indemnification. It is the intent of this Agreement to secure for Indemnitee rights of indemnity that are as favorable as may be permitted under the DGCL and public policy of the State of Delaware. Accordingly, the parties agree that the following procedures and presumptions shall apply in the event of any question as to whether Indemnitee is entitled to indemnification under this Agreement:

(a) To obtain indemnification under this Agreement, Indemnitee shall submit to the Company a written request, including therein or therewith such documentation and information as is reasonably available to Indemnitee and is reasonably necessary to determine whether and to what extent Indemnitee is entitled to indemnification. The Secretary of the Company shall, promptly upon receipt of such a request for indemnification, inform the Board in writing that Indemnitee has requested indemnification. Notwithstanding the foregoing, any failure of Indemnitee to provide such a request to the Company, or to provide such a request in a timely fashion, shall not relieve the Company of any liability that it may have to Indemnitee unless, and to the extent that, such failure actually and materially prejudices the interests of the Company.

(b) Upon written request by Indemnitee for indemnification pursuant to the first sentence of Section 6(a) hereof, a determination with respect to Indemnitee's entitlement thereto shall be made in the specific case by one of the following four methods, which shall be at the election of the Board: (1) by a majority vote of the Disinterested Directors (as hereinafter defined), even though less than a quorum, (2) by a committee of Disinterested Directors designated by a majority vote of the Disinterested Directors, even though less than a quorum, (3) if there are no Disinterested Directors or if the Disinterested Directors so direct, by Independent Counsel (as hereinafter defined) in a written opinion to the Board, a copy of which shall be delivered to the Indemnitee, or (4) if so directed by the Board, by the stockholders of the Company. Notwithstanding the foregoing, at the written request of Indemnitee following a Change in Control (as hereinafter defined), the determination shall be made by Independent Counsel in a written opinion.

(c) If the determination of entitlement to indemnification is to be made by Independent Counsel pursuant to Section 6(b) hereof, the Independent Counsel shall be selected as provided in this Section 6(c). The Independent Counsel shall be selected by the Board, provided that Independent Counsel will be selected by Indemnitee following a Change in Control of the Company. Indemnitee (or the Company, after a Change in Control) may, within ten (10) days after such written notice of selection shall have been given, deliver to the Company (or the Indemnitee, following a Change in Control) a written objection to such selection; provided, however, that such objection may be asserted only on the ground that the Independent Counsel so selected does not meet the requirements of "Independent Counsel" as defined in Section 13 of this Agreement, and the objection shall set forth with particularity the factual basis of such assertion. Absent a proper and timely objection, the person so selected shall act as Independent Counsel. If a written objection is made and substantiated, the Independent Counsel selected may not serve as Independent Counsel unless and until such objection is withdrawn or a court has determined that such objection is without merit. If, within twenty (20) days after submission by Indemnitee of a written request for indemnification pursuant to Section 6(a) hereof, no Independent Counsel shall have been selected and not objected to, either the Company or Indemnitee may petition the Court of Chancery of the State of Delaware or other court of competent jurisdiction for resolution of any objection which shall have been made by the Indemnitee to the Company's selection of Independent Counsel and/or for the appointment as Independent Counsel of a person selected by the court or by such other person as the court shall designate, and the person with respect to whom all objections are so resolved or the person so appointed shall act as Independent Counsel under Section 6(b) hereof. The Company shall pay any and all reasonable fees and Expenses of Independent Counsel incurred by such Independent Counsel in connection with acting pursuant to Section 6(b) hereof, and the Company shall pay all reasonable fees and Expenses incident to the procedures of this Section 6(c), regardless of the manner in which such Independent Counsel was selected or appointed.

(d) In making a determination with respect to entitlement to indemnification hereunder, the person or persons or entity making such determination shall presume that Indemnitee is entitled to indemnification under this Agreement. Anyone seeking to overcome this presumption shall have the burden of proof and the burden of persuasion by clear and convincing evidence. Neither the failure of the Company (including by its directors or Independent Counsel) to have made a determination prior to the commencement of any action pursuant to this Agreement that indemnification is proper in the circumstances because Indemnitee has met the applicable standard of conduct, nor an actual determination by the Company (including by its directors or Independent Counsel) that Indemnitee has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that Indemnitee has not met the applicable standard of conduct.

(e) Indemnitee shall be deemed to have acted in good faith if Indemnitee's action is based on the records or books of account of the Enterprise (as hereinafter defined), including financial statements, or on information supplied to Indemnitee by the officers of the Enterprise in the course of their duties, or on the advice of legal counsel for the Enterprise or on information or records given or reports made to the Enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Enterprise. In addition, the knowledge and/or actions, or failure to act, of any director, officer, agent or employee of the Enterprise shall not be imputed to Indemnitee for purposes of determining the right to indemnification under this Agreement. Whether or not the foregoing provisions of this Section 6(e) are satisfied, it shall in any event be presumed that Indemnitee has at all times acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Company. Anyone seeking to overcome this presumption shall have the burden of proof and the burden of persuasion by clear and convincing evidence.

(f) If the person, persons or entity empowered or selected under Section 6 to determine whether Indemnitee is entitled to indemnification shall not have made a determination within sixty (60) days after receipt by the Company of the request therefor, the requisite determination of entitlement to indemnification shall be deemed to have been made and Indemnitee shall be entitled to such indemnification absent (i) a misstatement by Indemnitee of a material fact, or an omission of a material fact necessary to make Indemnitee's statement not materially misleading, in connection with the request for indemnification, or (ii) a prohibition of such indemnification under applicable law; provided, however, that such 60-day period may be extended for a reasonable time, not to exceed an additional thirty (30) days, if the person, persons or entity making such determination with respect to entitlement to indemnification in good faith requires such additional time to obtain or evaluate documentation and/or information relating thereto; and provided, further, that the foregoing provisions of this Section 6(f) shall not apply if the determination of entitlement to indemnification is to be made by the stockholders pursuant to Section 6(b) of this Agreement and if (A) within fifteen (15) days after receipt by the Company of the request for such determination, the Board or the Disinterested Directors, if appropriate, resolve to submit such determination to the stockholders for their consideration at an annual meeting thereof to be held within seventy-five (75) days after such receipt and such determination is made thereat, or (B) a special meeting of stockholders is called within fifteen (15) days after such receipt for the purpose of making such determination, such meeting is held for such purpose within sixty (60) days after having been so called and such determination is made thereat.

(g) Indemnitee shall cooperate with the person, persons or entity making such determination with respect to Indemnitee's entitlement to indemnification, including providing to such person, persons or entity upon reasonable advance request any documentation or information which is not privileged or otherwise protected from disclosure and which is reasonably available to Indemnitee and reasonably necessary to such determination. Any Independent Counsel, member of the Board or stockholder of the Company shall act reasonably and in good faith in making a determination regarding the Indemnitee's entitlement to indemnification under this Agreement. Any costs or Expenses (including attorneys' fees and disbursements) incurred by Indemnitee in so cooperating with the person, persons or entity making such determination shall be borne by the Company (irrespective of the determination as to Indemnitee's entitlement to indemnification) and the Company hereby indemnifies and agrees to hold Indemnitee harmless therefrom.

(h) The Company acknowledges that a settlement or other disposition short of final judgment may be successful if it permits a party to avoid expense, delay, distraction, disruption and uncertainty. In the event that any action, claim or proceeding to which Indemnitee is a party is resolved in any manner other than by adverse judgment against Indemnitee (including, without limitation, settlement of such action, claim or proceeding with or without payment of money or other consideration) it shall be presumed that Indemnitee has been successful on the merits or otherwise in such action, suit or proceeding. Anyone seeking to overcome this presumption shall have the burden of proof and the burden of persuasion by clear and convincing evidence.

(i) The termination of any Proceeding or of any claim, issue or matter therein, by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not (except as otherwise expressly provided in this Agreement) of itself adversely affect the right of Indemnitee to indemnification or create a presumption that Indemnitee did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Company or, with respect to any criminal Proceeding, that Indemnitee had reasonable cause to believe that his conduct was unlawful.

7. Remedies of Indemnitee.

(a) In the event that (i) a determination is made pursuant to Section 6 of this Agreement that Indemnitee is not entitled to indemnification under this Agreement, (ii) advancement of Expenses is not timely made pursuant to Section 5 of this Agreement, (iii) no determination of entitlement to indemnification is made pursuant to Section 6(b) of this Agreement within ninety (90) days after receipt by the Company of the request for indemnification, (iv) payment of indemnification is not made pursuant to this Agreement within ten (10) days after receipt by the Company of a written request therefor or (v) payment of indemnification is not made within ten (10) days after a determination has been made that Indemnitee is entitled to indemnification or such determination is deemed to have been made pursuant to Section 6 of this Agreement, Indemnitee shall be entitled to an adjudication in an appropriate court of the State of Delaware, or in any other court of competent jurisdiction, of Indemnitee's entitlement to such indemnification. Indemnitee shall commence such proceeding seeking an adjudication within one hundred eighty (180) days following the date on which Indemnitee first has the right to commence such proceeding pursuant to this Section 7(a). The Company shall not oppose Indemnitee's right to seek any such adjudication.

(b) In the event that a determination shall have been made pursuant to Section 6(b) of this Agreement that Indemnitee is not entitled to indemnification, any judicial proceeding commenced pursuant to this Section 7 shall be conducted in all respects as a de novo trial on the merits, and Indemnitee shall not be prejudiced by reason of the adverse determination under Section 6(b).

(c) If a determination shall have been made pursuant to Section 6(b) of this Agreement that Indemnitee is entitled to indemnification, the Company shall be bound by such determination in any judicial proceeding commenced pursuant to this Section 7, absent (i) a misstatement by Indemnitee of a material fact, or an omission of a material fact necessary to make Indemnitee's misstatement not materially misleading in connection with the application for indemnification, or (ii) a prohibition of such indemnification under applicable law.

(d) In the event that Indemnitee, pursuant to this Section 7, seeks a judicial adjudication of his rights under, or to recover damages for breach of, this Agreement, or to recover under any directors' and officers' liability insurance policies maintained by the Company, the Company shall pay on Indemnitee's behalf, in advance, any and all Expenses actually and reasonably incurred by him in such judicial adjudication, regardless of whether Indemnitee ultimately is determined to be entitled to such indemnification, advancement of Expenses or insurance recovery. The Company irrevocably authorizes the Indemnitee from time to time to retain counsel of Indemnitee's choice, at the expense of the Company to the extent provided hereunder or under applicable law, to advise and represent Indemnitee in connection with any such judicial adjudication or recovery, including without limitation the initiation or defense of any litigation or other legal action, whether by or against the Company or any director, officer, stockholder or other person affiliated with the Company. Notwithstanding any existing

or prior attorney-client relationship between the Company and such counsel, the Company irrevocably consents to Indemnitee's entering into an attorney-client relationship with such counsel, and in that connection the Company and Indemnitee agree that a confidential relationship shall exist between Indemnitee and such counsel.

(e) The Company shall be precluded from asserting in any judicial proceeding commenced pursuant to this Section 7 that the procedures and presumptions of this Agreement are not valid, binding and enforceable and shall stipulate in any such court that the Company is bound by all the provisions of this Agreement. The Company shall indemnify Indemnitee against any and all Expenses and, if requested by Indemnitee, shall (within ten (10) days after receipt by the Company of a written request therefore) advance, to the extent not prohibited by law, such Expenses to Indemnitee, which are incurred by Indemnitee in connection with any action brought by Indemnitee for indemnification or advance of Expenses from the Company under this Agreement or under any directors' or officers' liability insurance policies maintained by the Company, regardless of whether Indemnitee ultimately is determined to be entitled to such indemnification, advancement of Expenses or insurance recovery, as the case may be.

(f) Notwithstanding anything in this Agreement to the contrary, no determination as to entitlement to indemnification under this Agreement shall be required to be made prior to the final disposition of the Proceeding.

8. Non-Exclusivity; Survival of Rights; Insurance; Primacy of Indemnification; Subrogation.

(a) The rights of indemnification as provided by this Agreement shall not be deemed exclusive of any other rights to which Indemnitee may at any time be entitled under applicable law, the Restated Certificate, the Bylaws, any agreement, a vote of stockholders, a resolution of directors or otherwise, of the Company. No amendment, alteration or repeal of this Agreement or of any provision hereof shall limit or restrict any right of Indemnitee under this Agreement in respect of any action taken or omitted by such Indemnitee in his Corporate Status prior to such amendment, alteration or repeal. To the extent that a change in the DGCL, whether by statute or judicial decision, permits greater indemnification than would be afforded currently under the Restated Certificate, Bylaws and this Agreement, it is the intent of the parties hereto that Indemnitee shall enjoy by this Agreement the greater benefits so afforded by such change. No right or remedy herein conferred is intended to be exclusive of any other right or remedy, and every other right and remedy shall be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other right or remedy.

(b) To the extent that the Company maintains an insurance policy or policies providing liability insurance for directors, officers, employees, or agents or fiduciaries of the Company or of any other corporation, partnership, joint venture, trust, employee benefit plan or other Enterprise that such person serves at the request of the Company, Indemnitee shall be covered by such policy or policies in accordance with its or their terms to the maximum extent of the coverage available for any director, officer, employee, agent or fiduciary under such policy or policies. If, at the time of the receipt of a notice of a claim pursuant to the terms hereof, the Company has directors' and officers' liability insurance in effect, the Company shall give prompt notice of the commencement of such proceeding to the insurers in accordance with the procedures set forth in the respective policies. The Company shall thereafter take all necessary or desirable action to cause such insurers to pay, on behalf of the Indemnitee, all amounts payable as a result of such proceeding in accordance with the terms of such policies.

(c) The Company hereby acknowledges that Indemnitee has certain rights to indemnification, advancement of expenses and/or insurance provided by one or more VC Funds and certain of its or their affiliates (collectively, the "Fund Indemnitors"). The Company hereby agrees (i) that it is the indemnitor of first resort (i.e., its obligations to Indemnitee are primary and any obligation of the Fund Indemnitors to advance Expenses or to provide indemnification for the same Expenses or liabilities incurred by Indemnitee are secondary), (ii) that it shall be required to advance the full amount of expenses incurred by Indemnitee and shall be liable for the full amount of all Expenses, judgments, penalties, fines and amounts paid in settlement to the extent legally permitted and as required by the terms of this Agreement and Bylaws and Restated Certificate of the Company (or any other agreement between the Company and Indemnitee), without regard to any rights Indemnitee may have against the Fund Indemnitors, and, (iii) that it irrevocably waives, relinquishes and releases the Fund Indemnitors from any and all claims against the Fund Indemnitors for contribution, subrogation or any other recovery of any kind in respect thereof. The Company further agrees that no advancement or payment by the Fund Indemnitors on behalf of Indemnitee with respect to any claim for which Indemnitee has sought indemnification from the Company shall affect the foregoing and the Fund Indemnitors shall have a right of contribution and/or be subrogated to the extent of such advancement or payment to all of the rights of recovery of Indemnitee against the Company. The Company and Indemnitee agree that the Fund Indemnitors are express third party beneficiaries of the terms of this Section 8(c).

(d) Except as provided in paragraph (c) above, in the event of any payment under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee (other than against the Fund Indemnitors), who shall execute all papers required and take all action necessary to secure such rights, including execution of such documents as are necessary to enable the Company to bring suit to enforce such rights.

(e) Except as provided in paragraph (c) above, the Company shall not be liable under this Agreement to make any payment of amounts otherwise indemnifiable hereunder if and to the extent that Indemnitee has otherwise actually received such payment under any insurance policy, contract, agreement or otherwise.

(f) Except as provided in paragraph (c) above, the Company's obligation to indemnify or advance Expenses hereunder to Indemnitee who is or was serving at the request of the Company as a director, officer, employee or agent of any other corporation, partnership, joint venture, trust, employee benefit plan or other Enterprise shall be reduced by any amount Indemnitee has actually received as indemnification or advancement of Expenses from such other corporation, partnership, joint venture, trust, employee benefit plan or other Enterprise.

9. Exception to Right of Indemnification. Notwithstanding any provision in this Agreement, the Company shall not be obligated under this Agreement to make any indemnity in connection with any claim made against Indemnitee:

(a) for which payment has actually been made to or on behalf of Indemnitee under any insurance policy or other indemnity provision, except with respect to any excess beyond the amount paid under any insurance policy or other indemnity provision, provided, that the foregoing shall not affect the rights of Indemnitee or the Fund Indemnitors set forth in Section 8(c) above; or

(b) for an accounting of profits made from the purchase and sale (or sale and purchase) by Indemnitee of securities of the Company within the meaning of Section 16(b) of the Securities Exchange Act of 1934, as amended, or similar provisions of state statutory law or common law; or

(c) in connection with any Proceeding (or any part of any Proceeding) initiated by Indemnitee, including any Proceeding (or any part of any Proceeding) initiated by Indemnitee against the Company or its directors, officers, employees or other indemnitees, unless (i) the Board authorized the Proceeding (or any part of any Proceeding) prior to its initiation, (ii) the Proceeding is initiated by Indemnitee pursuant to Indemnitee's rights under Section 7 of this Agreement, or (iii) the Company provides the indemnification, in its sole discretion, pursuant to the powers vested in the Company under applicable law.

10. Duration of Agreement. All agreements and obligations of the Company contained herein shall continue during the period Indemnitee is an officer or director of the Company (or is or was serving at the request of the Company as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other Enterprise) and shall continue thereafter so long as Indemnitee shall be subject to any Proceeding (or any proceeding commenced under Section 7 hereof) by reason of his Corporate Status, whether or not he is acting or serving in any such capacity at the time any liability or expense is incurred for which indemnification can be provided under this Agreement. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors (including any direct or indirect successor by purchase, merger, consolidation or otherwise to all or substantially all of the business or assets of the Company), assigns, spouses, heirs, executors and personal and legal representatives.

11. Security. To the extent requested by Indemnitee and approved by the Board, the Company may at any time and from time to time provide security to Indemnitee for the Company's obligations hereunder through an irrevocable bank line of credit, funded trust or other collateral. Any such security, once provided to Indemnitee, may not be revoked or released without the prior written consent of the Indemnitee.

12. Enforcement.

(a) The Company expressly confirms and agrees that it has entered into this Agreement and assumes the obligations imposed on it hereby in order to induce Indemnitee to serve as an officer or director of the Company, and the Company acknowledges that Indemnitee is relying upon this Agreement in serving as an officer or director of the Company.

(b) This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral, written and implied, between the parties hereto with respect to the subject matter hereof.

13. Definitions. For purposes of this Agreement:

(a) "Change in Control" means a Liquidation Event as defined in the Company's Restated Certificate, as such may be amended from time to time.

(b) "Corporate Status" describes the status of a person who is or was a director, officer, employee, agent or fiduciary of the Company or of any other corporation, partnership, joint venture, trust, employee benefit plan or other Enterprise that such person is or was serving at the express written request of the Company.

(c) "Disinterested Director" means a director of the Company who is not and was not a party to the Proceeding in respect of which indemnification is sought by Indemnitee.

(d) "Enterprise" shall mean the Company and any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise that Indemnitee is or was serving at the express written request of the Company as a director, officer, employee, agent or fiduciary.

(e) "Expenses" shall include all reasonable attorneys' fees, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees and all other disbursements or expenses of the types customarily incurred in connection with prosecuting, defending, preparing to prosecute or defend, investigating, participating, or being or preparing to be a witness in a Proceeding, or responding to, or objecting to, a request to provide discovery in any Proceeding. Expenses also shall include Expenses incurred in connection with any appeal resulting from any Proceeding and any federal, state, local or foreign taxes imposed on the Indemnitee as a result of the actual or deemed receipt of any payments under this Agreement, including without limitation the premium, security for, and other costs relating to any cost bond, supersede as bond, or other appeal bond or its equivalent. Expenses, however, shall not include amounts paid in settlement by Indemnitee or the amount of judgments or fines against Indemnitee.

(f) "Independent Counsel" means a law firm, or a member of a law firm, that is experienced in matters of corporation law and neither presently is, nor in the past five years has been, retained to represent: (i) the Company or Indemnitee in any matter material to either such party (other than with respect to matters concerning Indemnitee under this Agreement, or of other indemnitees under similar indemnification agreements), or (ii) any other party to the Proceeding giving rise to a claim for indemnification hereunder. Notwithstanding the foregoing, the term "Independent Counsel" shall not include any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Company or Indemnitee in an action to determine Indemnitee's rights under this Agreement. The Company agrees to pay the reasonable fees of the Independent Counsel referred to above and to fully indemnify such counsel against any and all Expenses, claims, liabilities and damages arising out of or relating to this Agreement or its engagement pursuant hereto.

(g) "Proceeding" includes any threatened, pending or completed action, suit, arbitration, alternate dispute resolution mechanism, investigation, inquiry, administrative hearing or any other actual, threatened or completed proceeding, whether brought by or in the right of the Company or otherwise and whether civil, criminal, administrative or investigative, in which Indemnitee was, is or will be involved as a party or otherwise, by reason of the fact that Indemnitee is or was an officer or director of the Company, by reason of any action taken by him or of any inaction on his part while acting as an officer or director of the Company, or by reason of the fact that he is or was serving at the request of the Company as a director, officer, employee, agent or fiduciary of another corporation, partnership, joint venture, trust or other Enterprise; in each case whether or not he is acting or serving in any such capacity at the time any liability or expense is incurred for which indemnification can be provided under this Agreement; including one pending on or before the date of this Agreement, but excluding one initiated by an Indemnitee pursuant to Section 7 of this Agreement to enforce his rights under this Agreement.

14. Severability. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision. Without limiting the generality of the foregoing, this Agreement is intended to confer upon Indemnitee indemnification rights to the fullest extent permitted by applicable laws. In the event any provision hereof conflicts with any applicable law, such provision shall be deemed modified, consistent with the aforementioned intent, to the extent necessary to resolve such conflict.

15. Modification and Waiver. No supplement, modification, termination or amendment of this Agreement shall be binding unless executed in writing by both of the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar) nor shall such waiver constitute a continuing waiver.

16. Notice By Indemnitee. Indemnitee agrees promptly to notify the Company in writing upon being served with or otherwise receiving any summons, citation, subpoena, complaint, indictment, information or other document relating to any Proceeding or matter which may be subject to indemnification covered hereunder. The failure to so notify the Company shall not relieve the Company of any obligation which it may have to Indemnitee under this Agreement or otherwise unless and only to the extent that such failure or delay materially prejudices the Company.

17. Notices. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by confirmed electronic mail or facsimile if sent during normal business hours of the recipient, and if not so confirmed, then on the next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent:

(a) To Indemnitee at the address set forth below Indemnitee's signature hereto.

(b) To the Company at:

ContextLogic Inc.
One Sansome Street 40th Floor
San Francisco, CA 94104
Attention: Chief Executive Officer

or to such other address as may have been furnished to Indemnitee by the Company or to the Company by Indemnitee, as the case may be.

18. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. This Agreement may also be executed and delivered by facsimile signature and in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

19. Headings. The headings of the paragraphs of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction thereof.

20. Governing Law and Consent to Jurisdiction. This Agreement and the legal relations among the parties shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without regard to its conflict of laws rules. The Company and Indemnitee hereby irrevocably and unconditionally (i) agree that any action or proceeding arising out of or in connection with this Agreement shall be brought only in the Chancery Court of the State of Delaware (the "Delaware Court"), and not in any other state or federal court in the United States of America or any court in any other country, (ii) consent to submit to the exclusive jurisdiction of the Delaware Court for purposes of any action or proceeding arising out of or in connection with this Agreement, (iii) waive any objection to the laying of venue of any such action or proceeding in the Delaware Court, and (iv) waive, and agree not to plead or to make, any claim that any such action or proceeding brought in the Delaware Court has been brought in an improper or inconvenient forum.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have executed this Indemnification Agreement on and as of the day and year first above written.

CONTEXTLOGIC INC.

By: _____
Name: Devang Shah
Title: General Counsel

INDEMNITEE

_____
Name:

Address: c/o ContextLogic Inc.
One Sansome Street 40th Floor
San Francisco, CA 94104

CONTEXTLOGIC INC.

2010 STOCK PLAN

ADOPTED ON JULY 7, 2010

AMENDED AND RESTATED ON JANUARY 29, 2015

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SECTION 1. ESTABLISHMENT AND PURPOSE.

The purpose of the Plan is to offer selected persons an opportunity to acquire a proprietary interest in the success of the Company, or to increase such interest, by acquiring Shares of the Company's Stock. The Plan provides for the direct award or sale of Shares, the grant of Options to purchase Shares and the grant of Restricted Stock Units. Options granted under the Plan may include Nonstatutory Options as well as ISOs intended to qualify under Section 422 of the Code.

Capitalized terms are defined in Section 13.

SECTION 2. ADMINISTRATION.

(a) Committees of the Board of Directors. The Plan may be administered by one or more Committees. Each Committee shall consist of one or more members of the Board of Directors who have been appointed by the Board of Directors. Each Committee shall have such authority and be responsible for such functions as the Board of Directors has assigned to it. If no Committee has been appointed, the entire Board of Directors shall administer the Plan. Any reference to the Board of Directors in the Plan shall be construed as a reference to the Committee (if any) to whom the Board of Directors has assigned a particular function.

(b) Authority of the Board of Directors. Subject to the provisions of the Plan, the Board of Directors shall have full authority and discretion to take any actions it deems necessary or advisable for the administration of the Plan. All decisions, interpretations and other actions of the Board of Directors shall be final and binding on all Participants deriving their rights from a Participant.

SECTION 3. ELIGIBILITY.

(a) General Rule. Only Employees, Outside Directors and Consultants shall be eligible for the grant of Nonstatutory Options, Restricted Stock Units or the direct award or sale of Shares. Only Employees shall be eligible for the grant of ISOs.

(b) Ten-Percent Stockholders. A person who owns more than 10% of the total combined voting power of all classes of outstanding stock of the Company, its Parent or any of its Subsidiaries shall not be eligible for the grant of an ISO unless (i) the Exercise Price is at least 110% of the Fair Market Value of a Share on the date of grant and (ii) such ISO by its terms is not exercisable after the expiration of five years from the date of grant. For purposes of this Subsection (b), in determining stock ownership, the attribution rules of Section 424(d) of the Code shall be applied.

SECTION 4. STOCK SUBJECT TO PLAN.

(a) Basic Limitation. Not more than [_____]1 Shares may be issued under the Plan (subject to Subsection (b) below and Section 9(a)). Up to 12,935,769 of these Shares may be issued upon the exercise of ISOs. The number of Shares that are subject to Awards outstanding at any time under the Plan shall not exceed the number of Shares that then remain available for issuance under the Plan. The Company, during the term of the Plan, shall at all times reserve and keep available sufficient Shares to satisfy the requirements of the Plan. Shares offered under the Plan may be authorized but unissued Shares or treasury Shares.

(b) Additional Shares. In the event that Shares previously issued under the Plan are reacquired by the Company, such Shares shall be added to the number of Shares then available for issuance under the Plan. In the event that an outstanding Award expires or is canceled, the Shares allocable to the unexercised or unvested portion of such Award, as applicable, shall be added to the number of Shares then available for issuance under the Plan.

SECTION 5. TERMS AND CONDITIONS OF AWARDS OR SALES OF SHARES.

(a) Stock Purchase Agreement. Each award or sale of Shares under the Plan (other than upon exercise of an Option or settlement of Restricted Stock Units) shall be evidenced by a Stock Purchase Agreement between the Purchaser and the Company. Such award or sale shall be subject to all applicable terms and conditions of the Plan and may be subject to any other terms and conditions which are not inconsistent with the Plan and which the Board of Directors deems appropriate for inclusion in a Stock Purchase Agreement. The provisions of the various Stock Purchase Agreements entered into under the Plan need not be identical.

(b) Duration of Offers and Nontransferability of Rights. Any right to purchase Shares under the Plan (other than an Option) shall automatically expire if not exercised by the Purchaser within 30 days after the grant of such right was communicated to the Purchaser by the Company. Such right shall not be transferable and shall be exercisable only by the Purchaser to whom such right was granted.

(c) Purchase Price. The Board of Directors shall determine the Purchase Price of Shares to be offered under the Plan at its sole discretion. The Purchase Price shall be payable in a form described in Section 7.

SECTION 6. TERMS AND CONDITIONS OF OPTIONS.

(a) Stock Option Agreement. Each grant of an Option under the Plan shall be evidenced by a Stock Option Agreement between the Optionee and the Company. The Option shall be subject to all applicable terms and conditions of the Plan and may be subject to any other terms and conditions which are not inconsistent with the Plan and which the Board of Directors deems appropriate for inclusion in a Stock Option Agreement. The provisions of the various Stock Option Agreements entered into under the Plan need not be identical.

1 Please refer to Exhibit A for a schedule of the initial share reserve and any subsequent increases in the reserve.

(b) Number of Shares. Each Stock Option Agreement shall specify the number of Shares that are subject to the Option and shall provide for the adjustment of such number in accordance with Section 9. The Stock Option Agreement shall also specify whether the Option is an ISO or a Nonstatutory Option.

(c) Exercise Price. Each Stock Option Agreement shall specify the Exercise Price. The Exercise Price of any Option shall not be less than 100% of the Fair Market Value of a Share on the date of grant, and in the case of an ISO a higher percentage may be required by Section 3(b). Subject to the preceding sentence, the Exercise Price shall be determined by the Board of Directors at its sole discretion. The Exercise Price shall be payable in a form described in Section 7.

(d) Exercisability. Each Stock Option Agreement shall specify the date when all or any installment of the Option is to become exercisable. No Option shall be exercisable unless the Optionee (i) has delivered an executed copy of the Stock Option Agreement to the Company or (ii) otherwise agrees to be bound by the terms of the Stock Option Agreement. The Board of Directors shall determine the exercisability provisions of the Stock Option Agreement at its sole discretion. All of an Optionee's Options shall become exercisable in full if Section 9(b)(iv) applies.

(e) Basic Term. The Stock Option Agreement shall specify the term of the Option. The term shall not exceed 10 years from the date of grant, and in the case of an ISO a shorter term may be required by Section 3(b). Subject to the preceding sentence, the Board of Directors at its sole discretion shall determine when an Option is to expire.

(f) Termination of Service (Except by Death). If an Optionee's Service terminates for any reason other than the Optionee's death, then the Optionee's Options shall expire on the earliest of the following occasions:

(i) The expiration date determined pursuant to Subsection (e) above;

(ii) The date three months after the termination of the Optionee's Service for any reason other than Disability, or such later date as the Board of Directors may determine; or

(iii) The date six months after the termination of the Optionee's Service by reason of Disability, or such later date as the Board of Directors may determine.

The Optionee may exercise all or part of the Optionee's Options at any time before the expiration of such Options under the preceding sentence, but only to the extent that such Options had become exercisable before the Optionee's Service terminated (or became exercisable as a result of the termination) and the underlying Shares had vested before the Optionee's Service terminated (or vested as a result of the termination). The balance of such Options shall lapse

when the Optionee's Service terminates. In the event that the Optionee dies after the termination of the Optionee's Service but before the expiration of the Optionee's Options, all or part of such Options may be exercised (prior to expiration) by the executors or administrators of the Optionee's estate or by any person who has acquired such Options directly from the Optionee by beneficiary designation, bequest or inheritance, but only to the extent that such Options had become exercisable before the Optionee's Service terminated (or became exercisable as a result of the termination) and the underlying Shares had vested before the Optionee's Service terminated (or vested as a result of the termination).

(g) Leaves of Absence. For purposes of Subsection (f) above, Service shall be deemed to continue while the Optionee is on a bona fide leave of absence, if such leave was approved by the Company in writing and if continued crediting of Service for this purpose is expressly required by the terms of such leave or by applicable law (as determined by the Company).

(h) Death of Optionee. If an Optionee dies while the Optionee is in Service, then the Optionee's Options shall expire on the earlier of the following dates:

(i) The expiration date determined pursuant to Subsection (e) above; or

(ii) The date 12 months after the Optionee's death, or such later date as the Board of Directors may determine.

All or part of the Optionee's Options may be exercised at any time before the expiration of such Options under the preceding sentence by the executors or administrators of the Optionee's estate or by any person who has acquired such Options directly from the Optionee by beneficiary designation, bequest or inheritance, but only to the extent that such Options had become exercisable before the Optionee's death (or became exercisable as a result of the death) and the underlying Shares had vested before the Optionee's death (or vested as a result of the Optionee's death). The balance of such Options shall lapse when the Optionee dies.

(i) No Rights as a Stockholder. An Optionee, or a transferee of an Optionee, shall have no rights as a stockholder with respect to any Shares covered by the Optionee's Option until such person becomes entitled to receive such Shares by filing a notice of exercise and paying the Exercise Price pursuant to the terms of such Option.

(j) Modification, Extension and Assumption of Options. Within the limitations of the Plan, the Board of Directors may modify, extend or assume outstanding Options or may accept the cancellation of outstanding Options (whether granted by the Company or another issuer) in return for the grant of new Options for the same or a different number of Shares and at the same or a different Exercise Price. The foregoing notwithstanding, no modification of an Option shall, without the consent of the Optionee, impair the Optionee's rights or increase the Optionee's obligations under such Option.

SECTION 7. PAYMENT FOR SHARES.

(a) General Rule. The entire Purchase Price or Exercise Price of Shares issued under the Plan shall be payable in cash or cash equivalents at the time when such Shares are purchased, except as otherwise provided in this Section 7.

(b) Services Rendered. At the discretion of the Board of Directors, Shares may be awarded under the Plan in consideration of services rendered to the Company, a Parent or a Subsidiary prior to the Award.

(c) Promissory Note. At the discretion of the Board of Directors, all or a portion of the Purchase Price or Exercise Price (as the case may be) of Shares issued under the Plan may be paid with a full-recourse promissory note. The Shares shall be pledged as security for payment of the principal amount of the promissory note and interest thereon. The interest rate payable under the terms of the promissory note shall not be less than the minimum rate (if any) required to avoid the imputation of additional interest under the Code. Subject to the foregoing, the Board of Directors (at its sole discretion) shall specify the term, interest rate, amortization requirements (if any) and other provisions of such note.

(d) Surrender of Stock. At the discretion of the Board of Directors, all or any part of the Exercise Price may be paid by surrendering, or attesting to the ownership of, Shares that are already owned by the Optionee. Such Shares shall be surrendered to the Company in good form for transfer and shall be valued at their Fair Market Value as of the date when the Option is exercised.

(e) Exercise/Sale. To the extent that a Stock Option Agreement so provides, and if Stock is publicly traded, all or part of the Exercise Price and any withholding taxes may be paid by the delivery (on a form prescribed by the Company) of an irrevocable direction to a securities broker approved by the Company to sell Shares and to deliver all or part of the sales proceeds to the Company.

(f) Other Forms of Payment. To the extent that a Stock Purchase Agreement or Stock Option Agreement so provides, the Purchase Price or Exercise Price of Shares issued under the Plan may be paid in any other form permitted by the Delaware General Corporation Law, as amended.

SECTION 8. TERMS AND CONDITIONS OF RESTRICTED STOCK UNITS.

(a) Restricted Stock Unit Agreement. Each grant of Restricted Stock Units under the Plan shall be evidenced by a Restricted Stock Unit Agreement between the recipient and the Company. Restricted Stock Units granted under the Plan shall be subject to all applicable terms and conditions of the Plan and may be subject to any other terms and conditions that are not inconsistent with the Plan and which the Board of Directors deems appropriate for inclusion in a Restricted Stock Unit Agreement. The provisions of the various Restricted Stock Unit Agreements entered into under the Plan need not be identical.

(b) Payment for Restricted Stock Units. No cash consideration shall be required of the recipient in connection with the grant of Restricted Stock Units.

(c) Vesting Conditions. Restricted Stock Units may or may not be subject to vesting, as determined in the discretion of the Board of Directors. Vesting may occur, in full or in installments, upon the satisfaction of the vesting conditions specified in the Restricted Stock Unit Agreement, which may include continued Service with the Company or a Parent or Subsidiary, achievement of performance goals and/or such other criteria as the Board of Directors may determine. A Restricted Stock Unit Agreement may provide for accelerated vesting upon specified events.

(d) Voting and Dividend Rights. The recipient of Restricted Stock Units shall have no voting rights. Prior to settlement or forfeiture, any Restricted Stock Unit granted under the Plan may, at the discretion of the Board of Directors, carry with it a right to dividend equivalents. Such right entitles the recipient to be credited with an amount equal to all cash dividends paid on one Share for each Restricted Stock Unit held by the recipient at the time the cash dividend is paid. Dividend equivalents may be converted into additional Restricted Stock Units. Settlement of dividend equivalents may be made in the form of cash, in the form of Shares, or in a combination of both. Prior to distribution, any dividend equivalents that are not paid shall be subject to the same conditions and restrictions as the Restricted Stock Units to which they attach.

(e) Form and Time of Settlement of Restricted Stock Units. Settlement of vested Restricted Stock Units may be made in the form of (i) cash, (ii) Shares or (iii) any combination of cash and Shares, as determined by the Board of Directors. The actual number of Restricted Stock Units eligible for settlement may be larger or smaller than the number included in the original award, based on predetermined performance factors. Vested Restricted Stock Units shall be settled in such manner and at such time(s) as specified in the Restricted Stock Unit Agreement. Until Restricted Stock Units are settled, the number of such Restricted Stock Units shall be subject to adjustment pursuant to Section 9.

(f) Modification, Extension and Assumption of Restricted Stock Units. Within the limitations of the Plan, the Board of Directors may modify, extend or assume outstanding Restricted Stock Units. The foregoing notwithstanding, no modification of a Restricted Stock Unit shall, without the consent of the Participant, impair the Participant's rights or increase the Participant's obligations under such Restricted Stock Unit.

(g) Forfeiture. Unless a Restricted Stock Unit Agreement provides otherwise, upon termination of the Participant's Service or upon such other time specified in the Restricted Stock Unit Agreement, any unvested Restricted Stock Units shall be forfeited to the Company. For this purpose, Service shall be deemed to continue while the Participant is on a bona fide leave of absence, if such leave was approved by the Company in writing and if continued crediting of Service for this purpose is expressly required by the terms of such leave or by applicable law (as determined by the Company).

(h) Death of Recipient. Any Restricted Stock Units that become distributable after the recipient's death shall be distributed to the recipient's beneficiary or beneficiaries. Each recipient shall designate one or more beneficiaries for this purpose by filing the prescribed form with the Company, and may thereafter change such designation by filing the prescribed form with the Company at any time. If no beneficiary was designated or if no designated beneficiary survives the Participant, then any Restricted Stock Units that become payable after the Participant's death shall be distributed to his or her estate.

(i) Creditors' Rights. A holder of Restricted Stock Units shall have no rights other than those of a general creditor of the Company. Restricted Stock Units represent an unfunded and unsecured obligation of the Company, subject to the terms and conditions of the applicable Restricted Stock Unit Agreement.

SECTION 9. ADJUSTMENT OF SHARES.

(a) General. In the event of a subdivision of the outstanding Stock, a declaration of a dividend payable in Shares, a combination or consolidation of the outstanding Stock into a lesser number of Shares, a reclassification, or any other increase or decrease in the number of issued shares of Stock effected without receipt of consideration by the Company, proportionate adjustments shall automatically be made in each of (i) the number of Shares available for future grants under Section 4, (ii) the number of Shares covered by each outstanding Option or Restricted Stock Unit and (iii) the Exercise Price under each outstanding Option. In the event of a declaration of an extraordinary dividend payable in a form other than Shares in an amount that has a material effect on the Fair Market Value of the Stock, a recapitalization, a spin-off, or a similar occurrence, the Board of Directors at its sole discretion may make appropriate adjustments in one or more of (i) the number of Shares available for future grants under Section 4, (ii) the number of Shares covered by each outstanding Option or Restricted Stock Unit or (iii) the Exercise Price under each outstanding Option; provided, however, that the Board of Directors shall in any event make such adjustments as may be required by Section 25102(o) of the California Corporations Code.

(b) Mergers and Consolidations. In the event that the Company is a party to a merger or consolidation, all Shares acquired under the Plan and all Awards outstanding on the effective date of the transaction shall be treated in the manner described in the agreement of merger or consolidation, which need not treat all Awards in an identical manner. The agreement of merger or consolidation shall provide for one or more of the following with respect to each Award:

(i) The continuation of the outstanding Award by the Company (if the Company is the surviving corporation).

(ii) The assumption of the outstanding Award by the surviving corporation or its parent, provided that the assumption of an Option shall be in a manner that complies with Section 424(a) of the Code (whether or not the Option is an ISO).

(iii) The substitution by the surviving corporation or its parent of an equivalent award for the outstanding Award (including, but not limited to, an award to acquire the same consideration paid to the holders of Shares in the transaction), provided that the substitution of an Option shall be in a manner that complies with Section 424(a) of the Code (whether or not the Option is an ISO).

(iv) Full exercisability of the Option and full vesting of the Shares subject to the Option, followed by the cancellation of the Option. The full exercisability of the Option and full vesting of the Shares subject to the Option may be contingent on the closing of such merger or consolidation. The Optionee shall be able to exercise the Option during a period of not less than five full business days preceding the closing date of such merger or consolidation, unless (A) a shorter period is required to permit a timely closing of such merger or consolidation and (B) such shorter period still offers the Optionee a reasonable opportunity to exercise the Option. Any exercise of the Option during such period may be contingent on the closing of such merger or consolidation.

(v) The cancellation of the outstanding Award and a payment to the Participant with respect to each Share subject to the Award (including both vested and unvested Shares) as of the merger or consolidation equal to the excess of (A) the Fair Market Value of a Share as of the closing date of such merger or consolidation over (if applicable) (B) the per-Share Exercise Price of the Award (such excess, if any, the "**Spread**"). Such payment shall be made in the form of cash, cash equivalents, or securities of the surviving corporation or its parent with a Fair Market Value equal to the Spread. Subject to Section 409A of the Code, such payment may be made in installments and may be deferred until the date or dates when the Award would have become vested. Such payment may be subject to vesting based on the Participant's continuing Service, provided that the vesting schedule shall not be less favorable to the Participant than the schedule under which the Award would have vested. If the Spread applicable to an Award is zero or a negative number, then the Award may be cancelled without making a payment to the Participant. For purposes of this Paragraph (v), the Fair Market Value of any security shall be determined without regard to any vesting conditions that may apply to such security. In the event that a Restricted Stock Unit is subject to Section 409A of the Code, the payment described in this Section 9(b)(v) shall be made on the settlement date specified in the applicable Restricted Stock Unit Agreement, provided that settlement may be accelerated in accordance with Treasury Regulation 1.409A-3(j)(4).

Any action taken under this Section 9(b) must either preserve an Award's status as exempt from Section 409A of the Code or comply with Section 409A of the Code.

(c) Reservation of Rights. Except as provided in this Section 9, a Participant shall have no rights by reason of (i) any subdivision or consolidation of shares of stock of any class, (ii) the payment of any dividend or (iii) any other increase or decrease in the number of shares of stock of any class. Any issuance by the Company of shares of stock of any class, or securities convertible into shares of stock of any class, shall not affect, and no adjustment by reason thereof shall be made with respect to, the number of Shares subject to an Award or the Exercise Price of Shares subject to an Option. The grant of an Award pursuant to the Plan shall not affect in any way the right or power of the Company to make adjustments, reclassifications, reorganizations or changes to its capital or business structure, to merge or consolidate or to dissolve, liquidate, sell or transfer all or any part of its business or assets.

SECTION 10. MISCELLANEOUS.

(a) Securities Law Requirements. Shares shall not be issued under the Plan unless the issuance and delivery of such Shares comply with (or are exempt from) all applicable requirements of law, including (without limitation) the Securities Act of 1933, as amended, the rules and regulations promulgated thereunder, state securities laws and regulations, and the regulations of any stock exchange or other securities market on which the Company's securities may then be traded.

(b) No Retention Rights. Nothing in the Plan or in any right or Award granted under the Plan shall confer upon the Participant any right to continue in Service for any period of specific duration or interfere with or otherwise restrict in any way the rights of the Company (or any Parent or Subsidiary employing or retaining the Participant) or of the Participant, which rights are hereby expressly reserved by each, to terminate his or her Service at any time and for any reason, with or without cause.

(c) Transferability of Awards. Awards shall be transferable by a Participant only by (a) beneficiary designation, (b) a will or (c) the laws of descent and distribution, except as provided in the next sentence. If the applicable Award Agreement so provides, an Award (other than an ISO) shall also be transferable by gift or domestic relations order to a Family Member of the Optionee. An ISO may be exercised during the lifetime of the Optionee only by the Optionee or by the Optionee's guardian or legal representative.

(d) Conditions and Restrictions on Shares. Shares issued under the Plan shall be subject to such forfeiture conditions, rights of repurchase, rights of first refusal, other transfer restrictions and such other terms and conditions as the Board of Directors may determine. Such conditions and restrictions shall be set forth in the applicable Award Agreement and shall apply in addition to any restrictions that may apply to holders of Shares generally.

(e) Tax Matters.

(i) As a condition to the award, grant, issuance, vesting, purchase, exercise or transfer of any Award, or Shares issued pursuant to any Award, granted under this Plan, the Participant shall make such arrangements as the Board of Directors may require or permit for the satisfaction of any federal, state, local or foreign withholding tax obligations that may arise in connection with such event.

(ii) Unless otherwise expressly set forth in an Award Agreement, it is intended that awards granted under the Plan shall be exempt from Section 409A of the Code, and any ambiguity in the terms of an Award Agreement and the Plan shall be interpreted consistently with this intent. To the extent an award is not exempt from Section 409A of the Code (any such award, a "**409A Award**"), any ambiguity in the terms of such award and the Plan shall be

interpreted in a manner that to the maximum extent permissible supports the award's compliance with the requirements of that statute. Notwithstanding anything to the contrary permitted under the Plan, in no event shall a modification of an Award not already subject to Section 409A of the Code be given effect if such modification would cause the Award to become subject to Section 409A of the Code unless the parties explicitly acknowledge and consent to the modification as one having that effect. A 409A Award shall be subject to such additional rules and requirements as specified by the Board of Directors from time to time in order for it to comply with the requirements of Section 409A of the Code. In this regard, if any amount under a 409A Award is payable upon a "separation from service" to an individual who is considered a "specified employee" (as each term is defined under Section 409A of the Code), then no such payment shall be made prior to the date that is the earlier of (i) six months and one day after the Participant's separation from service or (ii) the Participant's death, but only to the extent such delay is necessary to prevent such payment from being subject to Section 409A(a)(1). In addition, if a transaction subject to Section 9(b) constitutes a payment event with respect to any 409A Award, then the transaction with respect to such award must also constitute a "change in control event" as defined in Treasury Regulation Section 1.409A-3(i)(5) to the extent required by Section 409A of the Code.

(iii) Neither the Company nor any member of the Board of Directors shall have any liability to a Participant in the event an Award held by the Participant fails to achieve its intended characterization under applicable tax law.

SECTION 11. DURATION AND AMENDMENTS.

(a) Term of the Plan. The Plan, as set forth herein, shall become effective on the date of its adoption by the Board of Directors, subject to the approval of the Company's stockholders. If the stockholders fail to approve the Plan within 12 months after its adoption by the Board of Directors, then any grants, exercises or sales that have already occurred under the Plan shall be rescinded and no additional grants, exercises or sales shall thereafter be made under the Plan. The Plan shall terminate automatically 10 years after the later of (i) the date when the Board of Directors adopted the Plan or (ii) the date when the Board of Directors approved the most recent increase in the number of Shares reserved under Section 4 that was also approved by the Company's stockholders. The Plan may be terminated on any earlier date pursuant to
Subsection (b) below.

(b) Right to Amend or Terminate the Plan. The Board of Directors may amend, suspend or terminate the Plan at any time and for any reason; provided, however, that any amendment of the Plan shall be subject to the approval of the Company's stockholders if it (i) increases the number of Shares available for issuance under the Plan (except as provided in Section 9) or (ii) materially changes the class of persons who are eligible for the grant of ISOs. Stockholder approval shall not be required for any other amendment of the Plan. If the stockholders fail to approve an increase in the number of Shares reserved under Section 4 within 12 months after its adoption by the Board of Directors, then any grants, exercises or sales that have already occurred in reliance on such increase shall be rescinded and no additional grants, exercises or sales shall thereafter be made in reliance on such increase.

(c) Effect of Amendment or Termination. No Shares shall be issued or sold under the Plan after the termination thereof, except upon exercise of an Option or settlement of a Restricted Stock Unit granted prior to such termination. The termination of the Plan, or any amendment thereof, shall not affect any Share previously issued or any Award previously granted under the Plan.

SECTION 12. DEFINITIONS.

(a) "**Award**" shall mean any award granted under the Plan, including an Option, Restricted Stock Unit or other right to acquire Shares under the Plan.

(b) "**Award Agreement**" means a Stock Option Agreement, Stock Purchase Agreement or Restricted Stock Unit Agreement.

(c) "**Board of Directors**" shall mean the Board of Directors of the Company, as constituted from time to time.

(d) "**Code**" shall mean the Internal Revenue Code of 1986, as amended.

(e) "**Committee**" shall mean a committee of the Board of Directors, as described in Section 2(a).

(f) "**Company**" shall mean ContextLogic Inc., a Delaware corporation.

(g) "**Consultant**" shall mean a person who performs bona fide services for the Company, a Parent or a Subsidiary as a consultant or advisor, excluding Employees and Outside Directors.

(h) "**Disability**" shall mean that the Optionee is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment.

(i) "**Employee**" shall mean any individual who is a common-law employee of the Company, a Parent or a Subsidiary.

(j) "**Exercise Price**" shall mean the amount for which one Share may be purchased upon exercise of an Option, as specified by the Board of Directors in the applicable Stock Option Agreement.

(k) "**Fair Market Value**" shall mean the fair market value of a Share, as determined by the Board of Directors in accordance with applicable law. Such determination shall be conclusive and binding on all persons.

(l) "**Family Member**" shall mean (i) any child, stepchild, grandchild, parent, stepparent, grandparent, spouse, former spouse, sibling, niece, nephew, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law, including adoptive relationships, (ii) any person sharing the Participant's household (other than a tenant or employee), (iii) a trust in which persons described in Clause (i) or (ii) have more than 50% of the beneficial interest, (iv) a foundation in which persons described in Clause (i) or (ii) or the Participant control the management of assets and (v) any other entity in which persons described in Clause (i) or (ii) or the Participant own more than 50% of the voting interests.

(m) "**ISO**" shall mean an employee incentive stock option described in Section 422(b) of the Code.

(n) "**Nonstatutory Option**" shall mean a stock option not described in Sections 422(b) or 423(b) of the Code.

(o) "**Option**" shall mean an ISO or Nonstatutory Option granted under the Plan and entitling the holder to purchase Shares.

(p) "**Optionee**" shall mean a person who holds an Option.

(q) "**Outside Director**" shall mean a member of the Board of Directors who is not an Employee.

(r) "**Parent**" shall mean any corporation (other than the Company) in an unbroken chain of corporations ending with the Company, if each of the corporations other than the Company owns stock possessing 50% or more of the total combined voting power of all classes of stock in one of the other corporations in such chain. A corporation that attains the status of a Parent on a date after the adoption of the Plan shall be considered a Parent commencing as of such date.

(s) "**Participant**" shall mean an individual who holds an Award granted under the Plan.

(t) "**Plan**" shall mean this ContextLogic Inc. 2010 Stock Plan, as amended from time to time.

(u) "**Purchase Price**" shall mean the consideration for which one Share may be acquired under the Plan (other than upon exercise of an Option), as specified by the Board of Directors.

(v) "**Purchaser**" shall mean a person to whom the Board of Directors has offered the right to acquire Shares under the Plan (other than upon exercise of an Option or settlement of a Restricted Stock Unit).

(w) "**Restricted Stock Unit**" shall mean a bookkeeping entry representing the equivalent of one Share, as awarded under the Plan.

(x) "**Restricted Stock Unit Agreement**" shall mean the agreement between the Company and the recipient of a Restricted Stock Unit that includes the terms, conditions and restrictions pertaining to such Restricted Stock Unit.

(y) "**Service**" shall mean service as an Employee, Outside Director or Consultant.

(z) "**Share**" shall mean one share of Stock, as adjusted in accordance with Section 9 (if applicable).

(aa) "**Stock**" shall mean the Common Stock of the Company.

(bb) "**Stock Option Agreement**" shall mean the agreement between the Company and an Optionee that contains the terms, conditions and restrictions pertaining to the Optionee's Option.

(cc) "**Stock Purchase Agreement**" shall mean the agreement between the Company and a Purchaser who acquires Shares under the Plan that contains the terms, conditions and restrictions pertaining to the acquisition of such Shares.

(dd) "**Subsidiary**" shall mean any corporation (other than the Company) in an unbroken chain of corporations beginning with the Company, if each of the corporations other than the last corporation in the unbroken chain owns stock possessing 50% or more of the total combined voting power of all classes of stock in one of the other corporations in such chain. A corporation that attains the status of a Subsidiary on a date after the adoption of the Plan shall be considered a Subsidiary commencing as of such date.

CONTEXTLOGIC INC.

AMENDED AND RESTATED 2010 STOCK PLAN

NOTICE OF RESTRICTED STOCK UNIT AWARD

You ("**Participant**") have been granted Restricted Stock Units ("**RSUs**") representing shares of Common Stock of ContextLogic Inc. (the "**Company**") on the following terms:

Name:	«Name»
Total Number of Stock Units Granted:	«Share Number»
Date of Grant:	«DateGrant»
Vesting Commencement Date:	«VestComDate»
Expiration Date:	«Expiration Date»
Vesting:	You will receive a benefit with respect to a RSU only if it vests. In order for an RSU to vest, two vesting requirements must be satisfied on or before the Expiration Date specified above: (i) the Time-Based Requirement and (ii) the Liquidity Event Requirement. If both the Time-Based Requirement and the Liquidity Event Requirement are satisfied on or before the Expiration Date, the vesting date ("**Vesting Date**") of a RSU will be the first date upon which both of those requirements are satisfied with respect to that particular RSU.
Time-Based Requirement:	The Time-Based Requirement will be satisfied in installments as to [__]% of the RSUs subject to this award when you complete [__] months of continuous Service and as to [__]% for each month of continuous Service thereafter, measured from the Vesting Commencement Date set forth above, subject to Section 2 of the Restricted Stock Unit Agreement.
Liquidity Event Requirement:	The Liquidity Event Requirement will be satisfied (as to any then-outstanding RSUs that have not theretofore been terminated pursuant to Section 2 of the Restricted Stock Unit Agreement) on the earlier to occur of (i) an IPO, or (ii) a Sale Event (each, a "**Liquidity Event**").

Settlement:	Settlement of RSUs refers to the issuance of Shares (or, if applicable, cash) once the award is vested. If a RSU vests as a result of satisfaction of both applicable vesting requirements as described above, the Company will deliver one Share for that RSU at the time of settlement, unless at the time of settlement the Board of Directors, in its sole discretion, determines that settlement shall, in whole or in part, be in the form of cash, based on the then Fair Market Value of a Share. Settlement shall occur on or following the Vesting Date, but not later than two and one-half ($2\frac{1}{2}$) months following the end of the year in which the Vesting Date applicable to a RSU occurs (the last day of such two and one-half month period is referred to as the "**Short Term Deferral End Date**"). *Notwithstanding the above*, settlement of RSUs that become vested RSUs upon (i) a Sale Event will be made in Shares, unless otherwise specified in the definitive agreement for such Sale Event, or (ii) an IPO shall occur on the earlier of (a) the 185th day following the IPO Date or (b) the Short Term Deferral End Date.

By signing below, you and the Company agree that the RSUs are granted under and governed by the terms and conditions of the Company's Amended and Restated 2010 Stock Plan (the "**Plan**") and the Restricted Stock Unit Agreement, both of which are attached to and made a part of this document. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Plan. You hereby acknowledge that the vesting of the RSUs pursuant to this Notice of Restricted Stock Unit Award is conditioned on the satisfaction of the Time-Based Requirement and the Liquidity Event Requirement on or before the Expiration Date. You shall have no right with respect to the RSUs to the extent a Liquidity Event does not occur on or before the Expiration Date (regardless of the extent to which the Time-Based Requirement is satisfied).

You further agree to accept by email all documents relating to the Company, the Plan or these RSUs and all other documents that the Company is required to deliver to its security holders (including, without limitation, disclosures that may be required by the Securities and Exchange Commission). You also agree that the Company may deliver these documents by posting them on a website maintained by the Company or by a third party under contract with the Company. If the Company posts these documents on a website, it will notify you by email. You acknowledge that you may incur costs in connection with electronic delivery, including the cost of accessing the internet and printing fees, and that an interruption of internet access may interfere with your ability to access the documents.

PARTICIPANT:

_____

Address for Mailing Stock Certificate:

_____

_____

CONTEXTLOGIC INC.

By: _____

Title: _____

CONTEXTLOGIC INC.

AMENDED AND RESTATED 2010 STOCK PLAN

RESTRICTED STOCK UNIT AGREEMENT

SECTION 1. GRANT OF RESTRICTED STOCK UNITS.

(a) **Grant**. On the terms and conditions set forth in the Notice of Restricted Stock Unit Award and this Agreement, the Company grants to you on the Date of Grant the number of RSUs set forth in the Notice of Restricted Stock Unit Award. Each RSU represents the right to receive one share of the Company's Common Stock on the terms and conditions set forth in this Agreement.

(b) **Consideration**. No payment is required for the RSUs that have been granted to you.

(c) **Nature of RSUs; No Rights As a Stockholder**. The RSUs are mere bookkeeping entries and represent only the Company's unfunded and unsecured promise to issue Shares on a future date under specified conditions. As a holder of RSUs, you have no rights other than the rights of a general creditor of the Company. The RSUs carry neither voting rights nor rights to cash dividends. You have no rights as a stockholder of the Company unless and until the RSUs vest and are settled pursuant to Section 4.

(d) **Stock Plan and Defined Terms**. The RSUs are granted pursuant to the Plan, a copy of which you acknowledge having received. The provisions of the Plan are incorporated into this Agreement by this reference. Capitalized terms are defined in Section 10 of this Agreement.

SECTION 2. VESTING.

(a) **Generally**. The RSUs vest in accordance with the vesting schedule set forth in the Notice of Restricted Stock Unit Award. You will receive a benefit with respect to a RSU only if both the Time-Based Requirement and the Liquidity Event Requirement are satisfied on or before the Expiration Date. The RSUs will not vest (in whole or in part) if only one (or if neither) of such requirements is satisfied on or before the Expiration Date.

(b) **Termination of Service**. If your Service terminates for any reason, all RSUs as to which the Time-Based Requirement has not been satisfied as of your termination date shall automatically terminate and be cancelled. You will not satisfy the Time-Based Requirement for any additional RSUs after your Service has terminated, regardless of the reason for such termination. Upon such termination of Service, any RSUs as to which the Time-Based Requirement has been satisfied will (if the Liquidity Event Requirement has not yet been satisfied) remain outstanding until the first to occur of: (A) the satisfaction of the Liquidity Event Requirement, (B) the Expiration Date or (C) the third anniversary of your Service termination date. In case of any dispute as to whether your Service has terminated, the Board of Directors shall have sole discretion to determine whether such termination has occurred and the effective date of such termination.

(c) **Expiration of RSUs**. If the Liquidity Event Requirement is not satisfied on or before the Expiration Date, all RSUs (regardless of whether or not, or to the extent which, the Time-Based Requirement had been satisfied as to such RSUs) shall automatically terminate upon such date. Upon a termination of one or more RSUs pursuant to this Section 2, you will have no further right with respect to such RSUs or the Shares previously allocated thereto.

(d) **Part-Time Employment and Leaves of Absence**. If you commence working on a part-time basis, then the Company may adjust the Time-Based Requirement set forth in the Notice of Restricted Stock Unit Award. If you go on a leave of absence, then the Company may adjust the Time-Based Requirement set forth in the Notice of Restricted Stock Unit Award in accordance with the Company's leave of absence policy or the terms of such leave. Except as provided in the preceding sentence, Service shall be deemed to continue for any purpose under this Agreement while you are on a *bona fide* leave of absence, if (i) such leave was approved by the Company in writing and (ii) continued crediting of Service for such purpose is expressly required by the terms of such leave or by applicable law (as determined by the Company). Service shall be deemed to terminate when such leave ends, unless you immediately return to active work.

SECTION 3. RESTRICTIONS APPLICABLE TO RSUS.

(a) **Restrictions on Transfer**. Except as otherwise provided in this Agreement, the RSUs and the rights and privileges conferred hereby shall not be sold, assigned, transferred, pledged, hypothecated, or otherwise disposed of by you prior to the settlement of the RSUs. However, you may designate a third party who, in the event of your death, shall thereafter be entitled to receive any distribution of Shares to which you were entitled at the time of your death pursuant to this Agreement by delivering a written beneficiary designation to the Company's headquarters on the prescribed form. If you deliver no such beneficiary designation or if your designated beneficiaries do not survive you, your estate will receive payments in respect of any vested RSUs.

(b) **Forfeiture of RSUs**. In connection with the RSUs, the Company may be required to provide you with certain highly confidential information about the Company, including information regarding its financial condition and business prospects. Unauthorized disclosure of such information is prohibited under your existing Proprietary Information and Inventions Agreement with the Company and under Company policy, and you may be required to sign an additional nondisclosure agreement prior to receiving this type of information. In addition, unauthorized disclosure of the Company's confidential information could result in the immediate forfeiture of the RSUs, including vested RSUs as well as termination of your Service with the Company.

SECTION 4. SETTLEMENT OF RSUS.

(a) **Settlement Date**. Upon a Vesting Date with respect to a particular RSU, the Company will deliver one Share for that RSU, unless at the time of settlement the Board of Directors, in its sole discretion, determines that settlement shall, in whole or in part, be in the form of cash, based on the then-Fair Market Value of a Share. Settlement shall occur on or following the Vesting Date, but not later than Short-Term Deferral End Date (as defined in the Notice of Restricted Stock Unit Grant). *Notwithstanding the above*, for RSUs that become vested upon a Sale Event, settlement will be made in Shares, unless otherwise specified in the definitive agreement for such Sale Event, and for RSUs that become vested upon an IPO, settlement shall occur on the earlier of (i) the 185th day following the IPO Date or (ii) the Short-Term Deferral End Date.

(b) **Form of Delivery**. The form of any delivery of Shares (e.g., a stock certificate or electronic entry evidencing such shares) shall be determined by the Company.

(c) **Legality of Issuance**. No Shares shall be issued to you upon settlement of the RSUs unless and until the Company has determined that (i) you and the Company have taken any actions required to register the Shares under the Securities Act or to perfect an exemption from the registration requirements thereof; (ii) any applicable listing requirement of any stock exchange or other securities market on which stock is listed has been satisfied; and (iii) any other applicable provision of federal, State or foreign law has been satisfied. The Company shall have no liability to issue Shares in respect of the RSUs unless it is able to do so in compliance with applicable law.

SECTION 5. TAXES.

(a) **Withholding Taxes**. Upon the Vesting Date and/or settlement date for the RSUs, the Fair Market Value of the Shares is treated as income subject to withholding by the Company and/or the Parent or Subsidiary employing you (your "**Employer**") for the payment of all applicable federal, State, local and foreign income and employment withholding taxes which arise in connection with the vesting or settlement of the RSUs (the "**Withholding Taxes**"). No consideration will be paid to you in respect of this award unless you have made arrangements satisfactory to your Employer to satisfy the Withholding Taxes. To the extent that you fail to make such arrangements with respect to certain RSUs, then you will permanently forfeit such RSUs. At the discretion of the Company, these arrangements may include (i) withholding from other compensation or amounts that are owed to you by your Employer, (ii) payment in cash, (iii) if the Stock is publicly traded, payment from the proceeds of the sale of shares through a Company-approved broker, (iv) withholding a number of Shares that otherwise would be issued to you when the RSUs are settled with a Fair Market Value equal to the minimum statutory amount required to be withheld, or (v) any other method permitted by the Company. However, if you are a Company officer subject to Section 16 of the Exchange Act, then the Withholding Taxes will be satisfied pursuant to clause (iv) of the preceding sentence, unless otherwise determined in advance by the Board of Directors. If the Withholding Taxes are satisfied pursuant to clause (iv), you will be deemed to have been issued the full number of Shares subject to the RSUs and the Fair Market Value of the withheld Shares, determined as of the date when taxes otherwise would have been

withheld in cash, will be applied to the Withholding Taxes and such amount will be remitted to appropriate tax authorities by the Company or your Employer. The Company will not withhold fractional shares pursuant to clause (iv), so if the Withholding Taxes are satisfied pursuant to clause (iv), you hereby authorize the Company or your Employer to withhold the amount of any remaining Withholding Taxes from your wages or other cash compensation.

(b) **Section 409A**. The settlement of the RSUs is intended to be exempt from the application of Code Section 409A pursuant to the "short-term deferral exemption" in Treasury Regulation 1.409A-1(b)(4) and shall be administered and interpreted in a manner that complies with such exemption. To the extent that any provision of this Agreement is ambiguous as to its exemption from Code Section 409A, the provision shall be read in such a manner so that all payments hereunder are exempt from Code Section 409A. Notwithstanding the foregoing, if this award of RSUs is interpreted as not being exempt from Code Section 409A, it shall be interpreted to comply with the requirement of Code Section 409A so that this award is not subject to additional tax or interest under Code Section 409A. In this regard, if this award is payable upon your "separation from service" within the meaning of Code Section 409A(a)(2)(A)(i) (a "**Separation**") and you are a "specified employee" of the Company or any affiliate thereof within the meaning of Code Section 409A(a)(2)(B)(i) on the day of your Separation, then no such payment shall be made prior to the date that is the earlier of (i) six months and one day after your Separation, or (ii) your death, but only to the extent such delay is necessary so that this award is not subject to additional tax or interest under Code Section 409A.

(c) **Acknowledgements**. You acknowledge that there will be tax consequences upon vesting and/or settlement of the RSUs and/or disposition of the Shares, if any, received hereunder, and you should consult a tax advisor regarding your tax obligations prior to such event. You acknowledge that the Company is not providing any tax, legal, or financial advice, nor is the Company making any recommendations regarding your participation in the Plan or acquisition or sale of Shares subject to this award. You are hereby advised to consult with your own personal tax, legal, and financial advisors regarding your participation in the Plan. You further acknowledge that the Company (i) makes no representations or undertakings regarding the tax treatment of the award of RSUs, including, but not limited to the grant, vesting, or settlement of the RSUs, the subsequent sale of Shares acquired pursuant to such RSUs, and the receipt of any dividends; and (ii) does not commit to and is under no obligation to structure the terms of the grant of the RSUs to reduce or eliminate your tax liability or achieve any particular tax result. You agree that the Company does not have a duty to design or administer the RSUs, the Plan or its other compensation programs in a manner that minimizes your tax liability. You shall not make any claim against the Company or its Board of Directors, officers, or employees related to tax matters arising from this award or your other compensation.

SECTION 6. RIGHT OF FIRST REFUSAL.

(a) **Right of First Refusal**. In the event that you propose to sell, pledge or otherwise transfer to a third party any Shares acquired under this Agreement, or any interest in such Shares, the Company shall have the Right of First Refusal with respect to all (and not less than all) of such Shares. If you desire to transfer Shares acquired under this Agreement, you

must give a written Transfer Notice to the Company describing fully the proposed transfer, including the number of Shares proposed to be transferred, the proposed transfer price, the name and address of the proposed Transferee and proof satisfactory to the Company that the proposed sale or transfer will not violate any applicable federal, State or foreign securities laws. The Transfer Notice shall be signed both by you and by the proposed Transferee and must constitute a binding commitment of both parties to the transfer of the Shares. The Company shall have the right to purchase all, and not less than all, of the Shares on the terms of the proposal described in the Transfer Notice (subject, however, to any change in such terms permitted under Section 6(b) below) by delivery of a notice of exercise of the Right of First Refusal within 30 days after the date when the Transfer Notice was received by the Company.

(b) **Transfer of Shares**. If the Company fails to exercise its Right of First Refusal within 30 days after the date when it received the Transfer Notice, you may, not later than 90 days following receipt of the Transfer Notice by the Company, conclude a transfer of the Shares subject to the Transfer Notice on the terms and conditions described in the Transfer Notice, provided that any such sale is made in compliance with applicable federal, State and foreign securities laws and not in violation of any other contractual restrictions to which you are bound. Any proposed transfer on terms and conditions different from those described in the Transfer Notice, as well as any subsequent proposed transfer by you, shall again be subject to the Right of First Refusal and shall require compliance with the procedure described in Section 6(a) above. If the Company exercises its Right of First Refusal, the parties shall consummate the sale of the Shares on the terms set forth in the Transfer Notice within 60 days after the date when the Company received the Transfer Notice (or within such longer period as may have been specified in the Transfer Notice); provided, however, that in the event the Transfer Notice provided that payment for the Shares was to be made in a form other than cash or cash equivalents paid at the time of transfer, the Company shall have the option of paying for the Shares with cash or cash equivalents equal to the present value of the consideration described in the Transfer Notice.

(c) **Additional or Exchanged Securities and Property**. In the event of a merger or consolidation of the Company with or into another entity, any other corporate reorganization, a stock split, the declaration of a stock dividend, the declaration of an extraordinary dividend payable in a form other than stock, a spin-off, an adjustment in conversion ratio, a recapitalization or a similar transaction affecting the Company's outstanding securities, any securities or other property (including cash or cash equivalents) that are by reason of such transaction exchanged for, or distributed with respect to, any Shares subject to this Section 6 shall immediately be subject to the Right of First Refusal. Appropriate adjustments to reflect the exchange or distribution of such securities or property shall be made to the number and/or class of the Shares subject to this Section 6.

(d) **Termination of Right of First Refusal**. Any other provision of this Section 6 notwithstanding, in the event that the Stock is readily tradable on an established securities market when you desire to transfer Shares, the Company shall have no Right of First Refusal, and you shall have no obligation to comply with the procedures prescribed by Sections 6(a) and 6(b) above.

(e) **Permitted Transfers**. This Section 6 shall not apply to (i) a transfer by beneficiary designation, will or intestate succession or (ii) a transfer to one or more members of the your Immediate Family or to a trust established by you for the benefit of you and/or one or more members of your Immediate Family, provided in either case that the Transferee agrees in writing on a form prescribed by the Company to be bound by all provisions of this Agreement. If you transfer any Shares acquired under this Agreement, either under this Section 6(e) or after the Company has failed to exercise the Right of First Refusal, then this Agreement shall apply to the Transferee to the same extent as to you.

(f) **Termination of Rights as Stockholder**. If the Company makes available, at the time and place and in the amount and form provided in this Agreement, the consideration for the Shares to be purchased in accordance with this Section 6, then after such time the person from whom such Shares are to be purchased shall no longer have any rights as a holder of such Shares (other than the right to receive payment of such consideration in accordance with this Agreement). Such Shares shall be deemed to have been purchased in accordance with the applicable provisions hereof, whether or not the certificate(s) therefor have been delivered as required by this Agreement.

(g) **Assignment of Right of First Refusal**. The Board of Directors may freely assign the Company's Right of First Refusal, in whole or in part. Any person who accepts an assignment of the Right of First Refusal from the Company shall assume all of the Company's rights and obligations under this Section 6.

SECTION 7. RESTRICTIONS APPLICABLE TO SHARES.

(a) **Securities Law Restrictions**. Regardless of whether the offering and sale of Shares under the Plan have been registered under the Securities Act or have been registered or qualified under the securities laws of any State, the Company, at its discretion, may impose restrictions upon the sale, pledge or other transfer of the Shares (including the placement of appropriate legends on stock certificates or the imposition of stop-transfer instructions) if, in the judgment of the Company, such restrictions are necessary or desirable in order to achieve compliance with the Securities Act, the securities laws of any State or any other law. You (or the beneficiary or your personal representative in the event of your death or incapacity, as the case may be) shall deliver to the Company any representations or other documents or assurances as the Company may deem necessary or reasonably desirable to ensure compliance with all applicable legal and regulatory requirements.

(b) **Market Stand-Off**. In connection with any underwritten public offering by the Company of its equity securities pursuant to an effective registration statement filed under the Securities Act, including the Company's initial public offering, you or a Transferee shall not directly or indirectly sell, make any short sale of, loan, hypothecate, pledge, offer, grant or sell any option or other contract for the purchase of, purchase any option or other contract for the sale of, or otherwise dispose of or transfer, or agree to engage in any of the foregoing transactions with respect to, any Shares acquired under this Agreement without the prior written consent of the Company or its managing underwriter. Such restriction (the "**Market Stand-Off**") shall be in effect for such period of time following the date of the final prospectus for the offering as may

be requested by the Company or such underwriter. In no event, however, shall such period exceed 180 days plus such additional period as may reasonably be requested by the Company or such underwriter to accommodate regulatory restrictions on (i) the publication or other distribution of research reports or (ii) analyst recommendations and opinions, including (without limitation) the restrictions set forth in Rule 2711(f)(4) of the National Association of Securities Dealers and Rule 472(f)(4) of the New York Stock Exchange, as amended, or any similar successor rules. The Market Stand-Off shall in any event terminate two years after the date of the Company's initial public offering. In the event of the declaration of a stock dividend, a spin-off, a stock split, an adjustment in conversion ratio, a recapitalization or a similar transaction affecting the Company's outstanding securities without receipt of consideration, any new, substituted or additional securities which are by reason of such transaction distributed with respect to any Shares subject to the Market Stand-Off, or into which such Shares thereby become convertible, shall immediately be subject to the Market Stand-Off. In order to enforce the Market Stand-Off, the Company may impose stop-transfer instructions with respect to the Shares acquired under this Agreement until the end of the applicable stand-off period. The Company's underwriters shall be beneficiaries of the agreement set forth in this Section 7(b). This Section 7(b) shall not apply to Shares registered in the public offering under the Securities Act.

(c) **Investment Intent at Grant**. You represent and agree that the Shares to be acquired upon settlement of the RSUs will be acquired for investment, and not with a view to the sale or distribution thereof.

(d) **Investment Intent at Settlement**. In the event that the sale of Shares under the Plan is not registered under the Securities Act but an exemption is available that requires an investment representation or other representation, you shall represent and agree at the time of issuance that the Shares being acquired upon settlement of the RSUs are being acquired for investment, and not with a view to the sale or distribution thereof, and shall make such other representations as are deemed necessary or appropriate by the Company and its counsel.

(e) **Rights of the Company**. The Company shall not be required to (i) transfer on its books any Shares that have been sold or transferred in contravention of this Agreement or (ii) treat as the owner of Shares, or otherwise to accord voting, dividend or liquidation rights to, any Transferee to whom the Shares have been transferred in contravention of this Agreement.

(f) **Legends**. All certificates evidencing the Shares issued under this Agreement shall bear the following legend:

"THE SHARES REPRESENTED HEREBY MAY NOT BE SOLD, ASSIGNED, TRANSFERRED, ENCUMBERED OR IN ANY MANNER DISPOSED OF, EXCEPT IN COMPLIANCE WITH THE TERMS OF A WRITTEN AGREEMENT BETWEEN THE COMPANY AND THE REGISTERED HOLDER OF THE SHARES (OR THE PREDECESSOR IN INTEREST TO THE SHARES). SUCH AGREEMENT GRANTS TO THE COMPANY CERTAIN RIGHTS OF FIRST REFUSAL UPON AN ATTEMPTED TRANSFER OF THE SHARES. THE SECRETARY OF THE COMPANY WILL UPON WRITTEN REQUEST FURNISH A COPY OF SUCH AGREEMENT TO THE HOLDER HEREOF WITHOUT CHARGE."

All certificates evidencing Shares issued under this Agreement in an unregistered transaction shall bear the following legend (and such other restrictive legends as are required or deemed advisable under the provisions of any applicable law):

> "THE SHARES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND MAY NOT BE SOLD, PLEDGED, OR OTHERWISE TRANSFERRED WITHOUT AN EFFECTIVE REGISTRATION THEREOF UNDER SUCH ACT OR AN OPINION OF COUNSEL, SATISFACTORY TO THE COMPANY AND ITS COUNSEL, THAT SUCH REGISTRATION IS NOT REQUIRED."

If required by the authorities of any State in connection with the issuance of the Shares, the legend or legends required by such State authorities shall also be endorsed on all such certificates.

(g) **Removal of Legends**. If, in the opinion of the Company and its counsel, any legend placed on a stock certificate representing Shares issued under this Agreement is no longer required, the holder of such certificate shall be entitled to exchange such certificate for a certificate representing the same number of Shares but without such legend.

(h) **Administration**. Any determination by the Company and its counsel in connection with any of the matters set forth in this Section 7 shall be conclusive and binding on you and all other persons.

SECTION 8. ADJUSTMENT OF SHARES.

In the event of any transaction described in Section 9(a) of the Plan, the terms of the RSUs (including, without limitation, the number and kind of shares subject to these RSUs) shall be subject to Section 9(a) of the Plan. In the event that the Company is party to certain corporate transactions, the RSUs shall be subject to Section 9(b) of the Plan, provided that any action taken must either preserve the exemption of the RSUs from Code Section 409A or comply with Code Section 409A. Any additional RSUs and any new, substituted or additional shares, cash or other property that become subject to this award as a result of any such transaction shall be subject to the same conditions and restrictions as applicable to the RSUs to which they relate.

SECTION 9. MISCELLANEOUS PROVISIONS.

(a) **Successors and Assigns**. Except as otherwise expressly provided to the contrary, the provisions of this Agreement shall inure to the benefit of, and be binding upon, the Company and its successors and assigns and be binding upon you and your legal representatives, heirs, legatees, distributees, assigns and transferees by operation of law, whether or not any such person has become a party to this Agreement or has agreed in writing to join herein and to be bound by the terms, conditions and restrictions hereof.

(b) **No Retention Rights**. Nothing in this Agreement or in the Plan shall confer upon you the right to remain in Service in any capacity or for any period of specific duration or interfere with or otherwise restrict in any way the rights of the Company (or any Parent or Subsidiary employing or retaining you) or you, which rights are hereby expressly reserved by each, to terminate your Service at any time and for any reason, with or without cause.

(c) **Notice**. Any notice required by the terms of this Agreement shall be given in writing. It shall be deemed effective upon (i) personal delivery, (ii) deposit with the United States Postal Service, by registered or certified mail, with postage and fees prepaid or (iii) deposit with a reputable overnight courier, with shipping charges prepaid. Notice shall be addressed to the Company at its principal executive office and to you at the address that you most recently provided to the Company in accordance with this Section 9(c).

(d) **Effect on Other Employee Benefit Plans**. The value of the RSUs and the Shares issuable thereunder shall not be included as compensation, earnings, salaries, or other similar terms used when calculating benefits under any employee benefit plan (other than the Plan) sponsored by the Company or a Parent or Subsidiary, except as such plans otherwise expressly provide.

(e) **Entire Agreement**. The Notice of Restricted Stock Unit Award, this Agreement and the Plan constitute the entire understanding between you and the Company regarding the subject matter hereof. They supersede any other agreements, representations or understandings (whether oral or written and whether express or implied) that relate to the subject matter hereof.

(f) **Choice of Law**. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, as such laws are applied to contracts entered into and performed in such State.

SECTION 10. DEFINITIONS.

(a) "**Agreement**" shall mean this Restricted Stock Unit Agreement.

(b) "**Board of Directors**" shall mean the Board of Directors of the Company, as constituted from time to time or, if a Committee has been appointed, such Committee.

(c) "**Code**" shall mean the Internal Revenue Code of 1986, as amended.

(d) "**Committee**" shall mean a committee of the Board of Directors, as described in Section 2 of the Plan.

(e) "**Company**" shall mean ContextLogic Inc., a Delaware corporation.

(f) "**Consultant**" shall mean a person who performs bona fide services for the Company, a Parent or a Subsidiary as a consultant or advisor, excluding Employees and Outside Directors.

(g) "**Date of Grant**" shall mean the date specified in the Notice of Restricted Stock Unit Award.

(h) "**Employee**" shall mean any individual who is a common-law employee of the Company, a Parent or a Subsidiary.

(i) "**Exchange Act**" shall mean the Securities Exchange Act of 1934, as amended.

(j) "**Expiration Date**" shall mean the expiration date of the RSUs as set forth in the Notice of Restricted Stock Unit Award.

(k) "**Fair Market Value**" shall mean the fair market value of a Share, as determined by the Board of Directors in good faith. Such determination shall be conclusive and binding on all persons.

(l) "**Immediate Family**" shall mean any child, stepchild, grandchild, parent, stepparent, grandparent, spouse, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law and shall include adoptive relationships.

(m) "**IPO**" shall mean the first firm commitment underwritten public offering pursuant to an effective registration statement on an established national or foreign securities exchange covering the offer and sale by the Company of its equity securities, as a result of or following which the Shares shall be publicly held, and "**IPO Date**" shall mean the date on which the IPO occurs.

(n) "**Liquidity Event Requirement**" shall mean the requirement that the Company complete an IPO or Sale Event.

(o) "**Outside Director**" shall mean a member of the Board of Directors who is not an Employee.

(p) "**Parent**" shall mean any corporation (other than the Company) in an unbroken chain of corporations ending with the Company, if each of the corporations other than the Company owns stock possessing 50% or more of the total combined voting power of all classes of stock in one of the other corporations in such chain. A corporation that attains the status of a Parent on a date after the adoption of the Plan shall be considered a Parent commencing as of such date.

(q) "**Plan**" shall mean the ContextLogic Inc. 2010 Stock Plan, as amended from time to time.

(r) "**Right of First Refusal**" shall mean the Company's right of first refusal described in Section 6.

(s) "**RSUs**" shall mean the Restricted Stock Units granted to you by the Company as set forth in the Notice of Restricted Stock Unit Award.

(t) "**Sale Event**" means the consummation of the following transactions in which holders of Shares receive cash or marketable securities tradable on an established national or foreign securities exchange: (i) a sale of all or substantially all of the assets of the Company determined on a consolidated basis to an unrelated person or entity; (ii) a merger, reorganization, or consolidation involving the Company in which the shares of voting stock of the Company outstanding immediately prior to such transaction represent or are converted into or exchanged for securities of the surviving or resulting entity immediately upon completion of such transaction which represent less than 50% of the outstanding voting power of such surviving or resulting entity; or (iii) the acquisition of all or a majority of the outstanding voting stock of the Company in a single transaction or series of related transactions by a person or group of persons. For the avoidance of doubt, an initial public offering, any subsequent public offering, another capital raising event, and a merger effected solely to change the Company's domicile shall not constitute a "Sale Event." In addition, a transaction shall not constitute a Sale Event unless such transaction also qualifies as an event under Treasury Regulation Section 1.409A-3(i)(5)(v) (change in the ownership of a corporation), Treasury Regulation Section 1.409A-3(i)(5)(vi) (change in the effective control of a corporation), or Treasury Regulation Section 1.409A-3(i)(5)(vii) (change in the ownership of a substantial portion of a corporation's assets).

(u) "**Securities Act**" shall mean the Securities Act of 1933, as amended.

(v) "**Service**" shall mean service as an Employee, Consultant or Outside Director.

(w) "**Share**" shall mean one share of Stock, as adjusted in accordance with Section 9 of the Plan (if applicable).

(x) "**Stock**" shall mean the Common Stock of the Company.

(y) "**Subsidiary**" shall mean any corporation entity (other than the Company) in an unbroken chain or corporations beginning with the Company, if each of the corporations other than the last corporation in the unbroken chain owns stock possessing 50% or more of the total combined voting power of all classes of stock in one of the other corporations in such chain. A corporation that attains the status of a Subsidiary on a date after the adoption of the Plan shall be considered a Subsidiary commencing as of such date.

(z) "**Time-Based Requirement**" shall mean the requirement to provide Service over the period of time set forth in the Notice of Restricted Stock Unit Award.

(aa) "**Transferee**" shall mean any person to whom you have directly or indirectly transferred any Shares acquired under this Agreement.

(bb) "**Transfer Notice**" shall mean the notice of a proposed transfer of Shares described in Section 6.

(cc) "**Vesting Date**" shall mean the first date on or before the Expiration Date upon which both the Time-Based Requirement and the Liquidity Event Requirement are satisfied.

CONTEXTLOGIC, INC. 2010 STOCK PLAN

NOTICE OF STOCK OPTION GRANT (INSTALLMENT EXERCISE)

The Optionee has been granted the following option to purchase shares of the Common Stock of ContextLogic, Inc.:

Name of Optionee:	«Name»
Total Number of Shares:	«TotalShares»
Type of Option:	«ISO» Incentive Stock Option (ISO) «NSO» Nonstatutory Stock Option (NSO)
Exercise Price per Share:	$«PricePerShare»
Date of Grant:	«DateGrant»
Date Exercisable:	The Right of Repurchase shall lapse with respect to the first «Percent»% of the Shares subject to this option when the Optionee completes «CliffPeriod» months of continuous Service beginning with the Vesting Commencement Date set forth above. The Right of Repurchase shall lapse with respect to an additional «Fraction»% of the Shares subject to this option when the Optionee completes each month of continuous Service thereafter.
Vesting Commencement Date:	«VCD»
Expiration Date:	«ExpDate». This option expires earlier if the Optionee's Service terminates earlier, as provided in Section 6 of the Stock Option Agreement.

By signing below, the Optionee and the Company agree that this option is granted under, and governed by the terms and conditions of, the 2010 Stock Plan and the Stock Option Agreement. Both of these documents are attached to, and made a part of, this Notice of Stock Option Grant. **Section 13 of the Stock Option Agreement includes important acknowledgements of the Optionee**.

OPTIONEE:

_____

CONTEXTLOGIC, INC.

By: _____

Peter Szulczewski, Chief Executive Officer

THE OPTION GRANTED PURSUANT TO THIS AGREEMENT AND THE SHARES ISSUABLE UPON THE EXERCISE THEREOF HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND MAY NOT BE SOLD, PLEDGED, OR OTHERWISE TRANSFERRED WITHOUT AN EFFECTIVE REGISTRATION THEREOF UNDER SUCH ACT OR AN OPINION OF COUNSEL, SATISFACTORY TO THE COMPANY AND ITS COUNSEL, THAT SUCH REGISTRATION IS NOT REQUIRED.

CONTEXTLOGIC, INC. 2010 STOCK PLAN:
STOCK OPTION AGREEMENT

SECTION 1. GRANT OF OPTION.

(a) **Option**. On the terms and conditions set forth in the Notice of Stock Option Grant and this Agreement, the Company grants to the Optionee on the Date of Grant the option to purchase at the Exercise Price the number of Shares set forth in the Notice of Stock Option Grant. The Exercise Price is agreed to be at least 100% of the Fair Market Value per Share on the Date of Grant (110% of Fair Market Value if Section 3(b) of the Plan applies). This option is intended to be an ISO or an NSO, as provided in the Notice of Stock Option Grant.

(b) **$100,000 Limitation**. Even if this option is designated as an ISO in the Notice of Stock Option Grant, it shall be deemed to be an NSO to the extent (and only to the extent) required by the $100,000 annual limitation under Section 422(d) of the Code.

(c) **Stock Plan and Defined Terms**. This option is granted pursuant to the Plan, a copy of which the Optionee acknowledges having received. The provisions of the Plan are incorporated into this Agreement by this reference. Capitalized terms are defined in Section 14 of this Agreement.

SECTION 2. RIGHT TO EXERCISE.

(a) **Exercisability**. Subject to Subsection (b) below and the other conditions set forth in this Agreement, all or part of this option may be exercised prior to its expiration at the time or times set forth in the Notice of Stock Option Grant. In addition, this option shall become exercisable in full if Section 8(b)(iv) of the Plan applies.

(b) **Stockholder Approval**. Any other provision of this Agreement notwithstanding, no portion of this option shall be exercisable at any time prior to the approval of the Plan by the Company's stockholders.

SECTION 3. NO TRANSFER OR ASSIGNMENT OF OPTION.

Except as otherwise provided in this Agreement, this option and the rights and privileges conferred hereby shall not be sold, pledged or otherwise transferred (whether by operation of law or otherwise) and shall not be subject to sale under execution, attachment, levy or similar process.

SECTION 4. EXERCISE PROCEDURES.

(a) **Notice of Exercise**. The Optionee or the Optionee's representative may exercise this option by giving written notice to the Company pursuant to Section 12(c). The notice shall specify the election to exercise this option, the number of Shares for which it is being exercised and the form of payment. The person exercising this option shall sign the notice. In the event that this option is being exercised by the representative of the Optionee, the notice shall be accompanied by proof (satisfactory to the Company) of the representative's right to exercise this option. The Optionee or the Optionee's representative shall deliver to the Company, at the time of giving the notice, payment in a form permissible under Section 5 for the full amount of the Purchase Price.

(b) **Issuance of Shares**. After receiving a proper notice of exercise, the Company shall cause to be issued one or more certificates evidencing the Shares for which this option has been exercised. Such Shares shall be registered (i) in the name of the person exercising this option, (ii) in the names of such person and his or her spouse as community property or as joint tenants with the right of survivorship or (iii) with the Company's consent, in the name of a revocable trust. The Company shall cause such certificates to be delivered to or upon the order of the person exercising this option.

(c) **Withholding Taxes**. In the event that the Company determines that it is required to withhold any tax as a result of the exercise of this option, the Optionee, as a condition to the exercise of this option, shall make arrangements satisfactory to the Company to enable it to satisfy all withholding requirements. The Optionee shall also make arrangements satisfactory to the Company to enable it to satisfy any withholding requirements that may arise in connection with the disposition of Shares purchased by exercising this option.

SECTION 5. PAYMENT FOR STOCK.

(a) **Cash**. All or part of the Purchase Price may be paid in cash or cash equivalents.

(b) **Surrender of Stock**. At the discretion of the Board of Directors, all or any part of the Purchase Price may be paid by surrendering, or attesting to the ownership of, Shares that are already owned by the Optionee. Such Shares shall be surrendered to the Company in good form for transfer and shall be valued at their Fair Market Value as of the date when this option is exercised.

(c) **Exercise/Sale**. All or part of the Purchase Price and any withholding taxes may be paid by the delivery (on a form prescribed by the Company) of an irrevocable direction to a securities broker approved by the Company to sell Shares and to deliver all or part of the sales proceeds to the Company. However, payment pursuant to this Subsection (c) shall be permitted only if (i) Stock then is publicly traded and (ii) such payment does not violate applicable law.

SECTION 6. TERM AND EXPIRATION.

(a) **Basic Term**. This option shall in any event expire on the expiration date set forth in the Notice of Stock Option Grant, which date is 10 years after the Date of Grant (five years after the Date of Grant if this option is designated as an ISO in the Notice of Stock Option Grant and Section 3(b) of the Plan applies).

(b) **Termination of Service (Except by Death)**. If the Optionee's Service terminates for any reason other than death, then this option shall expire on the earliest of the following occasions:

(i) The expiration date determined pursuant to Subsection (a) above;

(ii) The date three months after the termination of the Optionee's Service for any reason other than Disability; or

(iii) The date six months after the termination of the Optionee's Service by reason of Disability.

The Optionee may exercise all or part of this option at any time before its expiration under the preceding sentence, but only to the extent that this option had become exercisable before the Optionee's Service terminated. When the Optionee's Service terminates, this option shall expire immediately with respect to the number of Shares for which this option is not yet exercisable. In the event that the Optionee dies after termination of Service but before the expiration of this option, all or part of this option may be exercised (prior to expiration) by the executors or administrators of the Optionee's estate or by any person who has acquired this option directly from the Optionee by beneficiary designation, bequest or inheritance, but only to the extent that this option had become exercisable before the Optionee's Service terminated.

(c) **Death of the Optionee**. If the Optionee dies while in Service, then this option shall expire on the earlier of the following dates:

(i) The expiration date determined pursuant to Subsection (a) above; or

(ii) The date 12 months after the Optionee's death.

All or part of this option may be exercised at any time before its expiration under the preceding sentence by the executors or administrators of the Optionee's estate or by any person who has acquired this option directly from the Optionee by beneficiary designation, bequest or inheritance, but only to the extent that this option had become exercisable before the Optionee's death. When the Optionee dies, this option shall expire immediately with respect to the number of Shares for which this option is not yet exercisable.

(d) **Part-Time Employment and Leaves of Absence**. If the Optionee commences working on a part-time basis, then the Company may adjust the vesting schedule set forth in the Notice of Stock Option Grant in accordance with the Company's part-time work

policy or the terms of an agreement between the Optionee and the Company pertaining to his or her part-time schedule. If the Optionee goes on a leave of absence, then the Company may adjust the vesting schedule set forth in the Notice of Stock Option Grant in accordance with the Company's leave of absence policy or the terms of such leave. Except as provided in the preceding sentence, Service shall be deemed to continue for any purpose under this Agreement while the Optionee is on a *bona fide* leave of absence, if (i) such leave was approved by the Company in writing and (ii) continued crediting of Service for such purpose is expressly required by the terms of such leave or by applicable law (as determined by the Company). Service shall be deemed to terminate when such leave ends, unless the Optionee immediately returns to active work.

(e) **Notice Concerning ISO Treatment**. Even if this option is designated as an ISO in the Notice of Stock Option Grant, it ceases to qualify for favorable tax treatment as an ISO to the extent that it is exercised:

(i) More than three months after the date when the Optionee ceases to be an Employee for any reason other than death or permanent and total disability (as defined in Section 22(e)(3) of the Code);

(ii) More than 12 months after the date when the Optionee ceases to be an Employee by reason of permanent and total disability (as defined in Section 22(e)(3) of the Code); or

(iii) More than three months after the date when the Optionee has been on a leave of absence for 90 days, unless the Optionee's reemployment rights following such leave were guaranteed by statute or by contract.

SECTION 7. RIGHT OF FIRST REFUSAL.

(a) **Right of First Refusal**. In the event that the Optionee proposes to sell, pledge or otherwise transfer to a third party any Shares acquired under this Agreement, or any interest in such Shares, the Company shall have the Right of First Refusal with respect to all (and not less than all) of such Shares. If the Optionee desires to transfer Shares acquired under this Agreement, the Optionee shall give a written Transfer Notice to the Company describing fully the proposed transfer, including the number of Shares proposed to be transferred, the proposed transfer price, the name and address of the proposed Transferee and proof satisfactory to the Company that the proposed sale or transfer will not violate any applicable federal, State or foreign securities laws. The Transfer Notice shall be signed both by the Optionee and by the proposed Transferee and must constitute a binding commitment of both parties to the transfer of the Shares. The Company shall have the right to purchase all, and not less than all, of the Shares on the terms of the proposal described in the Transfer Notice (subject, however, to any change in such terms permitted under Subsection (b) below) by delivery of a notice of exercise of the Right of First Refusal within 30 days after the date when the Transfer Notice was received by the Company.

(b) **Transfer of Shares**. If the Company fails to exercise its Right of First Refusal within 30 days after the date when it received the Transfer Notice, the Optionee may, not later than 90 days following receipt of the Transfer Notice by the Company, conclude a transfer of the Shares subject to the Transfer Notice on the terms and conditions described in the Transfer Notice, provided that any such sale is made in compliance with applicable federal, State and foreign securities laws and not in violation of any other contractual restrictions to which the Optionee is bound. Any proposed transfer on terms and conditions different from those described in the Transfer Notice, as well as any subsequent proposed transfer by the Optionee, shall again be subject to the Right of First Refusal and shall require compliance with the procedure described in Subsection (a) above. If the Company exercises its Right of First Refusal, the parties shall consummate the sale of the Shares on the terms set forth in the Transfer Notice within 60 days after the date when the Company received the Transfer Notice (or within such longer period as may have been specified in the Transfer Notice); provided, however, that in the event the Transfer Notice provided that payment for the Shares was to be made in a form other than cash or cash equivalents paid at the time of transfer, the Company shall have the option of paying for the Shares with cash or cash equivalents equal to the present value of the consideration described in the Transfer Notice.

(c) **Additional or Exchanged Securities and Property**. In the event of a merger or consolidation of the Company with or into another entity, any other corporate reorganization, a stock split, the declaration of a stock dividend, the declaration of an extraordinary dividend payable in a form other than stock, a spin-off, an adjustment in conversion ratio, a recapitalization or a similar transaction affecting the Company's outstanding securities, any securities or other property (including cash or cash equivalents) that are by reason of such transaction exchanged for, or distributed with respect to, any Shares subject to this Section 7 shall immediately be subject to the Right of First Refusal. Appropriate adjustments to reflect the exchange or distribution of such securities or property shall be made to the number and/or class of the Shares subject to this Section 7.

(d) **Termination of Right of First Refusal**. Any other provision of this Section 7 notwithstanding, in the event that the Stock is readily tradable on an established securities market when the Optionee desires to transfer Shares, the Company shall have no Right of First Refusal, and the Optionee shall have no obligation to comply with the procedures prescribed by Subsections (a) and (b) above.

(e) **Permitted Transfers**. This Section 7 shall not apply to (i) a transfer by beneficiary designation, will or intestate succession or (ii) a transfer to one or more members of the Optionee's Immediate Family or to a trust established by the Optionee for the benefit of the Optionee and/or one or more members of the Optionee's Immediate Family, provided in either case that the Transferee agrees in writing on a form prescribed by the Company to be bound by all provisions of this Agreement. If the Optionee transfers any Shares acquired under this Agreement, either under this Subsection (e) or after the Company has failed to exercise the Right of First Refusal, then this Agreement shall apply to the Transferee to the same extent as to the Optionee.

(f) **Termination of Rights as Stockholder**. If the Company makes available, at the time and place and in the amount and form provided in this Agreement, the consideration for the Shares to be purchased in accordance with this Section 7, then after such time the person from whom such Shares are to be purchased shall no longer have any rights as a holder of such

Shares (other than the right to receive payment of such consideration in accordance with this Agreement). Such Shares shall be deemed to have been purchased in accordance with the applicable provisions hereof, whether or not the certificate(s) therefor have been delivered as required by this Agreement.

(g) **Assignment of Right of First Refusal**. The Board of Directors may freely assign the Company's Right of First Refusal, in whole or in part. Any person who accepts an assignment of the Right of First Refusal from the Company shall assume all of the Company's rights and obligations under this Section 7.

SECTION 8. LEGALITY OF INITIAL ISSUANCE.

No Shares shall be issued upon the exercise of this option unless and until the Company has determined that:

(a) It and the Optionee have taken any actions required to register the Shares under the Securities Act or to perfect an exemption from the registration requirements thereof;

(b) Any applicable listing requirement of any stock exchange or other securities market on which Stock is listed has been satisfied; and

(c) Any other applicable provision of federal, State or foreign law has been satisfied.

SECTION 9. NO REGISTRATION RIGHTS.

The Company may, but shall not be obligated to, register or qualify the sale of Shares under the Securities Act or any other applicable law. The Company shall not be obligated to take any affirmative action in order to cause the sale of Shares under this Agreement to comply with any law.

SECTION 10. RESTRICTIONS ON TRANSFER OF SHARES.

(a) **Securities Law Restrictions**. Regardless of whether the offering and sale of Shares under the Plan have been registered under the Securities Act or have been registered or qualified under the securities laws of any State, the Company at its discretion may impose restrictions upon the sale, pledge or other transfer of such Shares (including the placement of appropriate legends on stock certificates or the imposition of stop-transfer instructions) if, in the judgment of the Company, such restrictions are necessary or desirable in order to achieve compliance with the Securities Act, the securities laws of any State or any other law.

(b) **Market Stand-Off**. In connection with any underwritten public offering by the Company of its equity securities pursuant to an effective registration statement filed under the Securities Act, including the Company's initial public offering, the Optionee or a Transferee shall not directly or indirectly sell, make any short sale of, loan, hypothecate, pledge, offer, grant or sell any option or other contract for the purchase of, purchase any option or other contract for the sale of, or otherwise dispose of or transfer, or agree to engage in any of the foregoing

transactions with respect to, any Shares acquired under this Agreement without the prior written consent of the Company or its managing underwriter. Such restriction (the "Market Stand-Off") shall be in effect for such period of time following the date of the final prospectus for the offering as may be requested by the Company or such underwriter. In no event, however, shall such period exceed 180 days plus such additional period as may reasonably be requested by the Company or such underwriter to accommodate regulatory restrictions on (i) the publication or other distribution of research reports or (ii) analyst recommendations and opinions, including (without limitation) the restrictions set forth in Rule 2711(f)(4) of the National Association of Securities Dealers and Rule 472(f)(4) of the New York Stock Exchange, as amended, or any similar successor rules. The Market Stand-Off shall in any event terminate two years after the date of the Company's initial public offering. In the event of the declaration of a stock dividend, a spin-off, a stock split, an adjustment in conversion ratio, a recapitalization or a similar transaction affecting the Company's outstanding securities without receipt of consideration, any new, substituted or additional securities which are by reason of such transaction distributed with respect to any Shares subject to the Market Stand-Off, or into which such Shares thereby become convertible, shall immediately be subject to the Market Stand-Off. In order to enforce the Market Stand-Off, the Company may impose stop-transfer instructions with respect to the Shares acquired under this Agreement until the end of the applicable stand-off period. The Company's underwriters shall be beneficiaries of the agreement set forth in this Subsection (b). This Subsection (b) shall not apply to Shares registered in the public offering under the Securities Act.

(c) **Investment Intent at Grant**. The Optionee represents and agrees that the Shares to be acquired upon exercising this option will be acquired for investment, and not with a view to the sale or distribution thereof.

(d) **Investment Intent at Exercise**. In the event that the sale of Shares under the Plan is not registered under the Securities Act but an exemption is available that requires an investment representation or other representation, the Optionee shall represent and agree at the time of exercise that the Shares being acquired upon exercising this option are being acquired for investment, and not with a view to the sale or distribution thereof, and shall make such other representations as are deemed necessary or appropriate by the Company and its counsel.

(e) **Legends**. All certificates evidencing Shares purchased under this Agreement shall bear the following legend:

"THE SHARES REPRESENTED HEREBY MAY NOT BE SOLD, ASSIGNED, TRANSFERRED, ENCUMBERED OR IN ANY MANNER DISPOSED OF, EXCEPT IN COMPLIANCE WITH THE TERMS OF A WRITTEN AGREEMENT BETWEEN THE COMPANY AND THE REGISTERED HOLDER OF THE SHARES (OR THE PREDECESSOR IN INTEREST TO THE SHARES). SUCH AGREEMENT GRANTS TO THE COMPANY CERTAIN RIGHTS OF FIRST REFUSAL UPON AN ATTEMPTED TRANSFER OF THE SHARES. THE SECRETARY OF THE COMPANY WILL UPON WRITTEN REQUEST FURNISH A COPY OF SUCH AGREEMENT TO THE HOLDER HEREOF WITHOUT CHARGE."

All certificates evidencing Shares purchased under this Agreement in an unregistered transaction shall bear the following legend (and such other restrictive legends as are required or deemed advisable under the provisions of any applicable law):

> "THE SHARES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND MAY NOT BE SOLD, PLEDGED, OR OTHERWISE TRANSFERRED WITHOUT AN EFFECTIVE REGISTRATION THEREOF UNDER SUCH ACT OR AN OPINION OF COUNSEL, SATISFACTORY TO THE COMPANY AND ITS COUNSEL, THAT SUCH REGISTRATION IS NOT REQUIRED."

(f) **Removal of Legends**. If, in the opinion of the Company and its counsel, any legend placed on a stock certificate representing Shares sold under this Agreement is no longer required, the holder of such certificate shall be entitled to exchange such certificate for a certificate representing the same number of Shares but without such legend.

(g) **Administration**. Any determination by the Company and its counsel in connection with any of the matters set forth in this Section 10 shall be conclusive and binding on the Optionee and all other persons.

SECTION 11. ADJUSTMENT OF SHARES.

In the event of any transaction described in Section 8(a) of the Plan, the terms of this option (including, without limitation, the number and kind of Shares subject to this option and the Exercise Price) shall be adjusted as set forth in Section 8(a) of the Plan. In the event that the Company is a party to a merger or consolidation, this option shall be subject to the agreement of merger or consolidation, as provided in Section 8(b) of the Plan.

SECTION 12. MISCELLANEOUS PROVISIONS.

(a) **Rights as a Stockholder**. Neither the Optionee nor the Optionee's representative shall have any rights as a stockholder with respect to any Shares subject to this option until the Optionee or the Optionee's representative becomes entitled to receive such Shares by filing a notice of exercise and paying the Purchase Price pursuant to Sections 4 and 5.

(b) **No Retention Rights**. Nothing in this option or in the Plan shall confer upon the Optionee any right to continue in Service for any period of specific duration or interfere with or otherwise restrict in any way the rights of the Company (or any Parent or Subsidiary employing or retaining the Optionee) or of the Optionee, which rights are hereby expressly reserved by each, to terminate his or her Service at any time and for any reason, with or without cause.

(c) **Notice**. Any notice required by the terms of this Agreement shall be given in writing. It shall be deemed effective upon (i) personal delivery, (ii) deposit with the United States Postal Service, by registered or certified mail, with postage and fees prepaid or (iii) deposit with Federal Express Corporation, with shipping charges prepaid. Notice shall be addressed to the Company at its principal executive office and to the Optionee at the address that he or she most recently provided to the Company in accordance with this Subsection (c).

(d) **Entire Agreement**. The Notice of Stock Option Grant, this Agreement and the Plan constitute the entire contract between the parties hereto with regard to the subject matter hereof. They supersede any other agreements, representations or understandings (whether oral or written and whether express or implied) that relate to the subject matter hereof.

(e) **Choice of Law**. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, as such laws are applied to contracts entered into and performed in such State.

SECTION 13. ACKNOWLEDGEMENTS OF THE OPTIONEE.

(a) **Tax Consequences**. The Optionee agrees that the Company does not have a duty to design or administer the Plan or its other compensation programs in a manner that minimizes the Optionee's tax liabilities. The Optionee shall not make any claim against the Company or its Board of Directors, officers or employees related to tax liabilities arising from this option or the Optionee's other compensation. In particular, the Optionee acknowledges that this option is exempt from Section 409A of the Code only if the Exercise Price is at least equal to the Fair Market Value per Share on the Date of Grant. Since Shares are not traded on an established securities market, the determination of their Fair Market Value is made by the Board of Directors or by an independent valuation firm retained by the Company. The Optionee acknowledges that there is no guarantee in either case that the Internal Revenue Service will agree with the valuation, and the Optionee shall not make any claim against the Company or its Board of Directors, officers or employees in the event that the Internal Revenue Service asserts that the valuation was too low.

(b) **Electronic Delivery of Documents**. The Optionee agrees that the Company may deliver by email all documents relating to the Plan or this option (including, without limitation, a copy of the Plan) and all other documents that the Company is required to deliver to its security holders (including, without limitation, disclosures that may be required by the Securities and Exchange Commission). The Optionee also agrees that the Company may deliver these documents by posting them on a website maintained by the Company or by a third party under contract with the Company. If the Company posts these documents on a website, it shall notify the Optionee by email.

SECTION 14. DEFINITIONS.

(a) "**Agreement**" shall mean this Stock Option Agreement.

(b) "**Board of Directors**" shall mean the Board of Directors of the Company, as constituted from time to time or, if a Committee has been appointed, such Committee.

(c) "**Code**" shall mean the Internal Revenue Code of 1986, as amended.

(d) "**Committee**" shall mean a committee of the Board of Directors, as described in Section 2 of the Plan.

(e) "**Company**" shall mean ContextLogic, Inc., a Delaware corporation.

(f) "**Consultant**" shall mean a person who performs bona fide services for the Company, a Parent or a Subsidiary as a consultant or advisor, excluding Employees and Outside Directors.

(g) "**Date of Grant**" shall mean the date of grant specified in the Notice of Stock Option Grant, which date shall be the later of (i) the date on which the Board of Directors resolved to grant this option or (ii) the first day of the Optionee's Service.

(h) "**Disability**" shall mean that the Optionee is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment.

(i) "**Employee**" shall mean any individual who is a common-law employee of the Company, a Parent or a Subsidiary.

(j) "**Exercise Price**" shall mean the amount for which one Share may be purchased upon exercise of this option, as specified in the Notice of Stock Option Grant.

(k) "**Fair Market Value**" shall mean the fair market value of a Share, as determined by the Board of Directors in good faith. Such determination shall be conclusive and binding on all persons.

(l) "**Immediate Family**" shall mean any child, stepchild, grandchild, parent, stepparent, grandparent, spouse, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law and shall include adoptive relationships.

(m) "**ISO**" shall mean an employee incentive stock option described in Section 422(b) of the Code.

(n) "**Notice of Stock Option Grant**" shall mean the document so entitled to which this Agreement is attached.

(o) "**NSO**" shall mean a stock option not described in Sections 422(b) or 423(b) of the Code.

(p) "**Optionee**" shall mean the person named in the Notice of Stock Option Grant.

(q) "**Outside Director**" shall mean a member of the Board of Directors who is not an Employee.

(r) "**Parent**" shall mean any corporation (other than the Company) in an unbroken chain of corporations ending with the Company, if each of the corporations other than the Company owns stock possessing 50% or more of the total combined voting power of all classes of stock in one of the other corporations in such chain.

(s) "**Plan**" shall mean the ContextLogic, Inc. 2010 Stock Plan, as in effect on the Date of Grant.

(t) "**Purchase Price**" shall mean the Exercise Price multiplied by the number of Shares with respect to which this option is being exercised.

(u) "**Right of First Refusal**" shall mean the Company's right of first refusal described in Section 7.

(v) "**Securities Act**" shall mean the Securities Act of 1933, as amended.

(w) "**Service**" shall mean service as an Employee, Outside Director or Consultant.

(x) "**Share**" shall mean one share of Stock, as adjusted in accordance with Section 8 of the Plan (if applicable).

(y) "**Stock**" shall mean the Common Stock of the Company.

(z) "**Subsidiary**" shall mean any corporation (other than the Company) in an unbroken chain of corporations beginning with the Company, if each of the corporations other than the last corporation in the unbroken chain owns stock possessing 50% or more of the total combined voting power of all classes of stock in one of the other corporations in such chain.

(aa) "**Transferee**" shall mean any person to whom the Optionee has directly or indirectly transferred any Share acquired under this Agreement.

(bb) "**Transfer Notice**" shall mean the notice of a proposed transfer of Shares described in Section 7.

Exhibit 10.5

One Sansome St. 40th Floor
San Francisco, CA 94104
hr@wish.com

November 19, 2020

Dear **Peter Szulczewski**:

ContextLogic Inc. (the "Company" or "Wish") is pleased to confirm your continued employment on the following terms:

1. **Position**. You will continue to serve as Founder and Chief Executive Officer, reporting to the Company's Board of Directors.

2. **Compensation**. Your current annual base salary is $450,000, less taxes and applicable withholdings, and payable in accordance with the Company's standard payroll schedule.

3. **Employee Benefits**. As a regular employee of the Company, you will continue to be eligible to participate in a number of Company-sponsored benefits, including our group health insurance plan, in accordance with the applicable plan documents and policies. The Company reserves the right to modify or discontinue such benefit plans in its sole discretion. In addition, you will continue to be eligible to participate in the Company's paid time off policy, as in effect from time to time.

4. **Equity Awards**. This letter agreement does not amend the terms of any of your outstanding stock options or restricted stock units, all of which remain subject to the terms and conditions of the plan under which they were granted and the terms and conditions of the applicable equity award agreements.

5. **Employment Relationship**. Your employment with the Company will continue to be at-will. This means that you have the right to resign and the Company has the right to terminate your employment at any time, for any or no reason, with or without cause, and with or without notice. Any contrary representations that may have been made to you are superseded by this letter agreement. Although your job duties, title, responsibilities, compensation and benefits, as well as the Company's personnel policies and procedures, may change from time to time, the "at will" nature of your employment may only be changed in an express written agreement signed by you and a designated member of the Company's Board of Directors (other than yourself).

6. **Tax Matters**.

   (a) **Withholding**. All forms of compensation referred to in this letter agreement are subject to reduction to reflect applicable withholding and payroll taxes and other deductions required by law.

   (b) **Tax Advice**. You are encouraged to obtain your own tax advice regarding your compensation from the Company. You agree that the Company does not have a duty to design its compensation policies in a manner that minimizes your tax liabilities, and you will not make any claim against the Company or its Board of Directors related to tax liabilities arising from your compensation.

7. **Interpretation, Amendment and Enforcement**. This letter agreement represents the entire agreement between you and the Company with respect to the subject matter herein and supersedes all prior or contemporaneous agreements, whether written or oral, with respect to the subject matter of this agreement. Your Confidential Information and Invention Assignment Agreement will remain in full force and effect.

* * * * *

Please confirm your agreement with these terms by signing and dating this letter agreement and returning them to me.

Very truly yours,

CONTEXTLOGIC INC.

/s/ Tanzeen Syed
Tanzeen Syed

I confirm my current employment arrangement based upon the terms stated in this letter agreement. I also acknowledge that this letter sets forth the full and complete agreement between myself and the Company related to the terms of my employment.

/s/ Peter Szulczewski
Peter Szulczewski

One Sansome St. 40th Floor
San Francisco, CA 94104
HR@wish.com

CONTEXTLOGIC, INC.

November 9, 2016

Dear Rajat Bahri,

ContextLogic, Inc. (the "Company") is pleased to offer you employment on the following terms:

1. **Position**. Your initial title will be **Chief Financial Officer**. This is a full-time position. While you render services to the Company, you will not engage in any other employment, consulting or other business activity (whether full-time or part-time) that would create a conflict of interest with the Company. By signing this letter agreement, you confirm to the Company that you have no contractual commitments or other legal obligations that would prohibit you from performing your duties for the Company.

2. **Cash Compensation**. The Company will pay you a starting salary at the rate of **$225,000** per year, payable in accordance with the Company's standard payroll schedule. This salary will be subject to adjustment pursuant to the Company's employee compensation policies in effect from time to time.

3. **Employee Benefits**. As a regular employee of the Company, you will be eligible to participate in a number of Company-sponsored benefits. In addition, you will be entitled to paid time off in accordance with the Company's paid time off policy, as in effect from time to time. A copy of the current paid time off policy is attached hereto as **Exhibit B**. In addition, you will be eligible to participate in the Company's group health insurance plan. No guarantee is made as to the continuation of this group health insurance plan or any other.

4. **Restricted Stock Units**. Subject to the approval of the Company's Board of Directors or its Compensation Committee, you will be granted an award of **248,399** Restricted Stock Units ("RSUs"). The RSUs will be subject to the terms and conditions applicable to RSUs granted under the Company's 2010 Stock Plan, as amended (the "Plan"), as described in the Plan and the applicable Restricted Stock Unit Agreement. The RSUs vest based on (i) a time-based requirement with respect to your service with the Company and (ii) a liquidity requirement, both of which much be satisfied prior to the expiration of the RSUs seven years from the date of grant. The time-based requirement may be satisfied with respect to 20% of the RSUs after 12 months of your continuous service with the Company, and may be satisfied with respect to the balance of the RSUs in equal quarterly installments over the next 4 years of continuous service, as described in the applicable Restricted Stock Unit Agreement. The liquidity event may be satisfied upon either the occurrence of an initial public offering of the Company's Common Stock or a Sale Event (as defined below). Should the Company be unable to grant you RSUs, the Board of Directors or its Compensation Committee may, as determined in its sole discretion, grant you a reasonable equivalent, such as stock options or restricted stock.

   Additionally, you will vest in 100% of your remaining unvested RSUs if the Company is subject to a Sale Event before your service with the Company terminates. "Sale Event" means the consummation of the following transactions in which holders of the Company's Common Stock receive cash or marketable securities tradable on an

established national or foreign securities exchange: (i) a sale of all or substantially all of the assets of the Company determined on a consolidated basis to an unrelated person or entity; (ii) a merger, reorganization, or consolidation involving the Company in which the shares of voting stock of the Company outstanding immediately prior to such transaction represent or are converted into or exchanged for securities of the surviving or resulting entity immediately upon completion of such transaction which represent less than 50% of the outstanding voting power of such surviving or resulting entity; or (iii) the acquisition of all or a majority of the outstanding voting stock of the Company in a single transaction or series of related transactions by a person or group of persons. For the avoidance of doubt, an initial public offering, any subsequent public offering, another capital raising event, and a merger effected solely to change the Company's domicile shall not constitute a "Sale Event." In addition, a transaction shall not constitute a Sale Event unless such transaction also qualifies as an event under Treasury Regulation Section 1.409A-3(i)(5)(v) (change in the ownership of a corporation), Treasury Regulation Section 1.409A-3(i)(5)(vi) (change in the effective control of a corporation), or Treasury Regulation Section 1.409A-3(i)(5)(vii) (change in the ownership of a substantial portion of a corporation's assets).

5. **Proprietary Information and Inventions Agreement**. Like all Company employees, you will be required, as a condition of your employment with the Company, to sign the Company's standard Proprietary Information and Inventions Agreement, a copy of which is attached hereto as Exhibit A.

6. **Employment Relationship**. Employment with the Company is for no specific period of time. Your employment with the Company will be "at will," meaning that either you or the Company may terminate your employment at any time and for any reason, with or without cause. Any contrary representations that may have been made to you are superseded by this letter agreement. This is the full and complete agreement between you and the Company on this term. Although your job duties, title, compensation and benefits, as well as the Company's personnel policies and procedures, may change from time to time, the "at will" nature of your employment may only be changed in an express written agreement signed by you and a duly authorized officer of the Company (other than you).

7. **Tax Matters**.

   (a) **Withholding**. All forms of compensation referred to in this letter agreement are subject to reduction to reflect applicable withholding and payroll taxes and other deductions required by law.

   (b) **Tax Advice**. You are encouraged to obtain your own tax advice regarding your compensation from the Company. You agree that the Company does not have a duty to design its compensation policies in a manner that minimizes your tax liabilities, and you will not make any claim against the Company or its Board of Directors related to tax liabilities arising from your compensation.

8. **Interpretation, Amendment and Enforcement**. This letter agreement and Exhibit A constitute the complete agreement between you and the Company, contain all of the terms of your employment with the Company and supersede any prior agreements, representations or understandings (whether written, oral or implied) between you and the Company. This letter agreement may not be amended or modified, except by an express

written agreement signed by both you and a duly authorized officer of the Company. The terms of this letter agreement and the resolution of any disputes as to the meaning, effect, performance or validity of this letter agreement or arising out of, related to, or in any way connected with, this letter agreement, your employment with the Company or any other relationship between you and the Company (the "Disputes") will be governed by California law, excluding laws relating to conflicts or choice of law. You and the Company submit to the exclusive personal jurisdiction of the federal and state courts located in San Francisco County in connection with any Dispute or any claim related to any Dispute.

* * * * *

We hope that you will accept our offer to join the Company. You may indicate your agreement with these terms and accept this offer by signing and dating both the enclosed duplicate original of this letter agreement and the enclosed Proprietary Information and Inventions Agreement and returning them to me. This offer, if not accepted, will expire at the close of business on **November 11, 2016**. As required by law, your employment with the Company is contingent upon your providing legal proof of your identity and authorization to work in the United States. The Company reserves the right to conduct background, credit and/or reference checks on all of its potential employees. Your job offer, therefore, is contingent upon a clearance of such background, credit and/or reference checks. Your employment is also contingent on your starting work with the Company on or before **December 5, 2016**.

If you have any questions, please call me at 415.503.3654.

Very truly yours,

CONTEXTLOGIC, INC.

/s/ Danny Zhang

Danny Zhang
Co-founder, COO

I have read and accept this employment offer:

/s/ Rajat Bahri

Attachment

Exhibit A: Proprietary Information and Inventions Agreement
Exhibit B: Paid Time Off Policy

One Sansome St. 40th Floor
San Francisco, CA 94104
HR@wish.com

CONTEXTLOGIC, INC.

January 15, 2018

Dear **Devang Shah**:

ContextLogic, Inc. (the "Company") is pleased to offer you employment on the following terms:

1. **Position**. Your initial title will be **General Counsel**. This is a full-time position. While you render services to the Company, you will not engage in any other employment, consulting or other business activity (whether full-time or part-time) that would create a conflict of interest with the Company. By signing this letter agreement, you confirm to the Company that you have no contractual commitments or other legal obligations that would prohibit you from performing your duties for the Company.

2. **Cash Compensation**. The Company will pay you a starting salary at the rate of **$284,000** per year, payable in accordance with the Company's standard payroll schedule. This salary will be subject to adjustment pursuant to the Company's employee compensation policies in effect from time to time.

3. **Employee Benefits**. As a regular employee of the Company, you will be eligible to participate in a number of Company-sponsored benefits. In addition, you will be entitled to paid time off in accordance with the Company's paid time off policy, as in effect from time to time. A copy of the current paid time off policy is attached hereto as **Exhibit B**. In addition, you will be eligible to participate in the Company's group health insurance plan. No guarantee is made as to the continuation of this group health insurance plan or any other.

4. **Restricted Stock Units**. Subject to the approval of the Company's Board of Directors or its Compensation Committee, you will be granted an award of Restricted Stock Units ("RSUs") for that number of shares of the Company's Common Stock equal to **$7,100,000** divided by the fair market value of one share of the Company's Common Stock on the date of grant. The RSUs will be subject to the terms and conditions applicable to RSUs granted under the Company's 2010 Stock Plan, as amended (the "Plan"), as described in the Plan and the applicable Restricted Stock Unit Agreement. The RSUs vest based on (i) a time-based requirement with respect to your service with the Company and (ii) a liquidity requirement, both of which much be satisfied prior to the expiration of the RSUs seven years from the date of grant. The time-based requirement may be satisfied with respect to 20% of the RSUs after 12 months of your continuous service with the Company, and may be satisfied with respect to the balance of the RSUs in equal quarterly installments over the next 4 years of continuous service, as described in the applicable Restricted Stock Unit Agreement. The liquidity event may be satisfied upon either the occurrence of an initial public offering of the Company's Common Stock or a sale of the Company in which the Company's stockholders receive cash or marketable securities. Should the Company be unable to grant you RSUs, the Board of Directors or its Compensation Committee may, as determined in its sole discretion, grant you a reasonable equivalent, such as stock options or restricted stock.

Additionally, you will vest in 50% of your remaining unvested RSUs if (a) the Company is subject to a Sale Event before your service with the Company terminates and (b) you are subject to an Involuntary Termination within 12 months after such Sale Event.

5. **Proprietary Information and Inventions Agreement**. Like all Company employees, you will be required, as a condition of your employment with the Company, to sign the Company's standard Proprietary Information and Inventions Agreement, a copy of which is attached hereto as **Exhibit A**.

6. **Employment Relationship**. Employment with the Company is for no specific period of time. Your employment with the Company will be "**at will,**" meaning that either you or the Company may terminate your employment at any time and for any reason, with or without cause. Any contrary representations that may have been made to you are superseded by this letter agreement. This is the full and complete agreement between you and the Company on this term. Although your job duties, title, compensation and benefits, as well as the Company's personnel policies and procedures, may change from time to time, the "**at will**" nature of your employment may only be changed in an express written agreement signed by you and a duly authorized officer of the Company (other than you).

7. **Tax Matters**.

   (a) **Withholding**. All forms of compensation referred to in this letter agreement are subject to reduction to reflect applicable withholding and payroll taxes and other deductions required by law.

   (b) **Tax Advice**. You are encouraged to obtain your own tax advice regarding your compensation from the Company. You agree that the Company does not have a duty to design its compensation policies in a manner that minimizes your tax liabilities, and you will not make any claim against the Company or its Board of Directors related to tax liabilities arising from your compensation.

8. **Interpretation, Amendment and Enforcement**. This letter agreement and Exhibit A constitute the complete agreement between you and the Company, contain all of the terms of your employment with the Company and supersede any prior agreements, representations or understandings (whether written, oral or implied) between you and the Company. This letter agreement may not be amended or modified, except by an express written agreement signed by both you and a duly authorized officer of the Company. The terms of this letter agreement and the resolution of any disputes as to the meaning, effect, performance or validity of this letter agreement or arising out of, related to, or in any way connected with, this letter agreement, your employment with the Company or any other relationship between you and the Company (the "Disputes") will be governed by California law, excluding laws relating to conflicts or choice of law. You and the Company submit to the exclusive personal jurisdiction of the federal and state courts located in San Francisco County in connection with any Dispute or any claim related to any Dispute.

9. **Definitions**. The following terms have the meaning set forth below wherever they are used in this letter agreement: "**Cause**" means (a) your unauthorized use or disclosure of the Company's confidential information or trade secrets, which use or disclosure causes material harm to the Company, (b) your material breach of any agreement between you and the Company, (c) your material failure to comply with the Company's written policies or rules, (d) your conviction of, or your plea of "guilty" or "no contest" to, a felony under the laws of the United States or any State, (e) your gross negligence or willful misconduct, (f) your continuing failure to perform assigned duties after receiving written notification of the failure from the Company's Board of Directors or (g) your failure to cooperate in good faith with a governmental or internal investigation of the Company or its directors, officers or employees, if the Company has requested your cooperation.

"**Involuntary Termination**" means either (a) your Termination Without Cause or (b) your Resignation for Good Reason.

"**Resignation for Good Reason**" means a Separation as a result of your resignation within 12 months after one of the following conditions has come into existence without your consent:

(a) A material diminution of your base salary;

(b) A material diminution of your authority, duties or responsibilities; or

(c) A material change in the geographic location at which you must perform your services for the Company.

A Resignation for Good Reason will not be deemed to have occurred unless you give the Company written notice of the condition within 90 days after the condition comes into existence and the Company fails to remedy the condition within 30 days after receiving your written notice.

"**Sale Event**" means the consummation of the following transactions in which holders of the Company's Common Stock receive cash or marketable securities tradable on an established national or foreign securities exchange: (i) a sale of all or substantially all of the assets of the Company determined on a consolidated basis to an unrelated person or entity; (ii) a merger, reorganization, or consolidation involving the Company in which the shares of voting stock of the Company outstanding immediately prior to such transaction represent or are converted into or exchanged for securities of the surviving or resulting entity immediately upon completion of such transaction which represent less than 50% of the outstanding voting power of such surviving or resulting entity; or (iii) the acquisition of all or a majority of the outstanding voting stock of the Company in a single transaction or series of related transactions by a person or group of persons. For the avoidance of doubt, an initial public offering, any subsequent public offering, another capital raising event, and a merger effected solely to change the Company's domicile shall not constitute a "Sale Event." In addition, a transaction shall not constitute a Sale Event unless such transaction also qualifies as an event under Treasury Regulation Section 1.409A-3(i)(5)(v) (change in the ownership of a corporation), Treasury Regulation Section 1.409A-3(i)(5)(vi) (change in the effective control of a corporation), or Treasury Regulation Section 1.409A-3(i)(5)(vii) (change in the ownership of a substantial portion of a corporation's assets).

"**Separation**" means a "separation from service**,**" as defined in the regulations under Section 409A of the Internal Revenue Code of 1986, as amended.

"**Termination Without Cause**" means a Separation as a result of a termination of your employment by the Company without Cause, provided you are willing and able to continue performing services within the meaning of Treasury Regulation 1.409A-1(n)(1).

* * * * *

We hope that you will accept our offer to join the Company. You may indicate your agreement with these terms and accept this offer by signing and dating both the enclosed duplicate original of this letter agreement and the enclosed Proprietary Information and Inventions Agreement and returning them to me. This offer, if not accepted, will expire at the close of business on **January 19, 2018**. As required by law, your employment with the Company is contingent upon your providing legal proof of your identity and authorization to work in the United States. The Company reserves the right to conduct background, credit and/or reference checks on all of its potential employees. Your job offer, therefore, is contingent upon a clearance of such background, credit and/or reference checks. Your employment is also contingent on your starting work with the Company on or before **February 5, 2018**.

If you have any questions, please call me at 415.503.3654.

Very truly yours,

CONTEXTLOGIC, INC.

/s/ Danny Zhang

Danny Zhang
Co-founder, COO

I have read and accept this employment offer:

/s/ Devang Shah

Attachment

Exhibit A: Proprietary Information and Inventions Agreement
Exhibit B: Paid Time Off Policy

One Sansome St. 40th Floor
San Francisco, CA 94104
HR@wish.com

CONTEXTLOGIC, INC.

May 11, 2014

Dear **Thomas Chuang**:

ContextLogic, Inc. (the "Company") is pleased to offer you employment on the following terms:

1. **Position**. Your initial title will be **Director of Finance**, and you will initially report to the CEO. This is a full-time position. While you render services to the Company, you will not engage in any other employment, consulting or other business activity (whether full-time or part-time) that would create a conflict of interest with the Company. By signing this letter agreement, you confirm to the Company that you have no contractual commitments or other legal obligations that would prohibit you from performing your duties for the Company.

2. **Cash Compensation**. The Company will pay you a starting salary at the rate of **$115,000** per year, payable in accordance with the Company's standard payroll schedule. This salary will be subject to adjustment pursuant to the Company's employee compensation policies in effect from time to time.

3. **Employee Benefits**. As a regular employee of the Company, you will be eligible to participate in a number of Company-sponsored benefits. In addition, you will be entitled to paid time off in accordance with the Company's paid time off policy, as in effect from time to time. A copy of the current paid time off policy is attached hereto as **Exhibit B**. In addition, you will be eligible to participate in the Company's group health insurance plan, a description of which is attached hereto as **Exhibit C**. No guarantee is made as to the continuation of this group health insurance plan or any other.

4. **Stock Options**. Subject to the approval of the Company's Board of Directors or its Compensation Committee, you will be granted an option to purchase **32,500** shares of the Company's Common Stock (the "Option"). The exercise price per share of the Option will be determined by the Board of Directors or the Compensation Committee when the Option is granted. The Option will be subject to the terms and conditions applicable to options granted under the Company's 2010 Stock Plan (the "Plan"), as described in the Plan and the applicable Stock Option Agreement. You will vest in 20% of the Option shares after 12 months of continuous service, and the balance will vest in equal monthly installments over the next 48 months of continuous service, as described in the applicable Stock Option Agreement.

5. **Proprietary Information and Inventions Agreement**. Like all Company employees, you will be required, as a condition of your employment with the Company, to sign the Company's standard Proprietary Information and Inventions Agreement, a copy of which is attached hereto as **Exhibit A**.

6. **Employment Relationship**. Employment with the Company is for no specific period of time. Your employment with the Company will be "at will," meaning that either you or the Company may terminate your employment at any time and for any reason, with or without cause. Any contrary representations that may have been made to you are superseded by this letter agreement. This is the full and complete agreement between you and the Company on this term. Although your job duties, title, compensation and benefits, as well as the Company's personnel policies and procedures, may change from time to time, the "at will" nature of your employment may only be changed in an express written agreement signed by you and a duly authorized officer of the Company (other than you).

7. **Tax Matters**.

   (a) **Withholding**. All forms of compensation referred to in this letter agreement are subject to reduction to reflect applicable withholding and payroll taxes and other deductions required by law.

   (b) **Tax Advice**. You are encouraged to obtain your own tax advice regarding your compensation from the Company. You agree that the Company does not have a duty to design its compensation policies in a manner that minimizes your tax liabilities, and you will not make any claim against the Company or its Board of Directors related to tax liabilities arising from your compensation.

8. **Interpretation, Amendment and Enforcement**. This letter agreement and Exhibit A constitute the complete agreement between you and the Company, contain all of the terms of your employment with the Company and supersede any prior agreements, representations or understandings (whether written, oral or implied) between you and the Company. This letter agreement may not be amended or modified, except by an express written agreement signed by both you and a duly authorized officer of the Company. The terms of this letter agreement and the resolution of any disputes as to the meaning, effect, performance or validity of this letter agreement or arising out of, related to, or in any way connected with, this letter agreement, your employment with the Company or any other relationship between you and the Company (the "Disputes") will be governed by California law, excluding laws relating to conflicts or choice of law. You and the Company submit to the exclusive personal jurisdiction of the federal and state courts located in San Francisco County in connection with any Dispute or any claim related to any Dispute.

* * * * *

We hope that you will accept our offer to join the Company. You may indicate your agreement with these terms and accept this offer by signing and dating both the enclosed duplicate original of this letter agreement and the enclosed Proprietary Information and Inventions Agreement and returning them to me. This offer, if not accepted, will expire at the close of business on **May 26, 2014**. As required by law, your employment with the Company is contingent upon your providing legal proof of your identity and authorization to work in the United States.

If you have any questions, please call me at 650-469-3507.

Very truly yours,

CONTEXTLOGIC, INC.

By: /s/ Peter Szulczewski
Name: Peter Szulczewski
Title: CEO

I have read and accept this employment offer:

/s/ Thomas Chuang
Signature of Employee

Dated: May 12, 2014

Attachment

Exhibit A: Proprietary Information and Inventions Agreement
Exhibit B: Paid Time Off Policy
Exhibit C: Description of Company's Group Health Insurance Plan

Exhibit 10.9

One Sansome St. 40th Floor
San Francisco, CA 94104
hr@wish.com

August 16, 2019
Pai Liu
Email:
[***]

Dear Pai Liu:

ContextLogic, Inc. (the "Company" or "Wish") is pleased to offer you employment on the following terms:

1. **Position**. Your initial title will be **Director, Data Science**. This is a full-time position. In this position, you will be expected to perform such duties and exercise such responsibilities as are assigned from time-to-time. In carrying out these duties and responsibilities, you shall comply with all policies, procedures, rules and regulations, both written and oral, as are provided by the Company from time-to-time and to carry out said duties and responsibilities in a diligent, faithful and honest manner.

2. **Compensation**. The Company will pay you a starting base salary of **$275,000** per year, payable in accordance with the Company's standard payroll schedule. This salary will be subject to adjustment pursuant to the Company's employee compensation policies and procedures in effect from time to time.

3. **Signing Bonus**: This offer includes a signing bonus in the amount of **$50,000**, which will be paid to you within 30 days of your start date. If you voluntarily leave the Company before the one-year anniversary of your start date, you agree to repay the Company the full net amount of the signing bonus within 30 days of your separation date.

4. **Employee Benefits**. As a regular employee of the Company, you will be eligible to participate in a number of Company-sponsored benefits, including our group health insurance plan, in accordance with the applicable plan documents and policies. The Company reserves the right to modify or discontinue such benefit plans in its sole discretion. In addition, you will be eligible to participate in the Company's paid time off policy, as in effect from time to time. A copy of the current paid time off policy will be provided to you upon hire and any subsequent versions will be posted on the Company's wiki/intranet.

5. **Restricted Stock Units**. Subject to the approval of the Company's Board of Directors or its Compensation Committee, you will be granted an award of Restricted Stock Units ("RSUs") for that number of shares of the Company's Common Stock equal to **$2,000,000** divided by the value of one share of the Company's most senior Preferred Stock pursuant to the last round of preferred stock financing. The RSUs will be subject to the terms and conditions applicable to RSUs granted under the Company's 2010 Stock Plan, as amended (the "Plan"), as described in the Plan and the applicable Restricted

Stock Unit Agreement. The RSUs vest based on (i) a time-based requirement with respect to your service with the Company, and (ii) a liquidity requirement, both of which must be satisfied prior to the expiration of the RSUs. The time-based requirement may be satisfied with respect to 25% of the RSUs after 12 months of your continuous service with the Company, and may be satisfied with respect to the balance of the RSUs in equal monthly installments over the next 3 years of continuous service, as described in the applicable Restricted Stock Unit Agreement. Note that, if you do not remain employed through the vesting date, you will not qualify to receive RSUs, in accordance with the terms of the Stock Plan. The liquidity event may be satisfied upon either the occurrence of an initial public offering of the Company's Common Stock or a sale of the Company in which the Company's stockholders receive cash or marketable securities. Should the Company be unable to grant you RSUs, the Board of Directors or its Compensation Committee may, as determined in its sole discretion, grant you a reasonable equivalent, such as stock options or restricted stock.

6. **Confidential Information and Invention Assignment Agreement**. Like all Company employees, you will be required, as a condition of your employment with the Company, to sign the Company's standard Confidential Information and Invention Assignment Agreement, a copy of which is attached hereto as Exhibit A. We also want to make clear that we do not want you to, and we hereby direct you not to, bring with you any confidential or proprietary information of any former employer or other entity or to violate any other obligations you may have to any former employer or other entity. By signing this agreement, you confirm to the Company that you have no contractual commitments or other legal obligations that would prevent you from performing your duties for the Company.

7. **Conflicts of Interest**. During your employment, you agree not to engage in any employment, business, or activity that is in any way competitive with the business or proposed business of the Company, which materially interferes with the performance of your job duties, or creates a conflict of interest. You may request (and submit to Wish for approval) an Outside Activity Disclosure Form from hr@wish.com to disclose any outside employment, business, or activity in which you intend to engage during employment with Wish. Failure to make disclosures is considered a material representation that you are not engaged or associated with any such outside activities at the beginning of employment. You will be responsible for complying with Wish's Conflict of Interest Policy, including updated disclosures of such outside activities, at all times during employment.

8. **Employment Relationship**. Employment with the Company is at-will. This means that you have the right to resign and the Company has the right to terminate your employment at any time, for any or no reason, with or without cause, and with or without notice. Any contrary representations that may have been made to you are superseded by this letter agreement. This, along with the Confidential Information and Invention Assignment Agreement, is the full and complete agreement between you and the Company on this term. Although your job duties, title, responsibilities, compensation and benefits, as well as the Company's personnel policies and procedures, may change from time to time, the "at will" nature of your employment may only be changed in an express written agreement signed by you and the CEO of the Company.

9. **Tax Matters**.

(a) **Withholding**. All forms of compensation referred to in this letter agreement are subject to reduction to reflect applicable withholding and payroll taxes and other deductions required by law.

(b) **Tax Advice**. You are encouraged to obtain your own tax advice regarding your compensation from the Company. You agree that the Company does not have a duty to design its compensation policies in a manner that minimizes your tax liabilities, and you will not make any claim against the Company or its Board of Directors related to tax liabilities arising from your compensation.

10. **Interpretation, Amendment and Enforcement**. This letter agreement and the accompanying exhibits, including the Confidential Information and Invention Assignment Agreement, along with documents related to your Equity Grants, constitute the complete agreement between you and the Company, contain all of the terms of your employment with the Company and supersede any prior between you and the Company. This letter agreement may only be amended by an authorized officer of the Company.

11. **Arbitration of Disputes**. The Company and I mutually consent to the resolution by arbitration, under the applicable rules of JAMS (which are available at jamsadr.com, or from the Company upon my request), of all claims (common law or statutory) that the Company might have against me, or that I may have against the Company, its affiliated companies, the directors, employees or agents of any such company, and all successors and assigns of any of them. The Company and I waive the right to have a court or jury trial on any arbitrable claim. The Federal Arbitration Act shall govern this arbitration agreement, or if for any reason the FAA does not apply, the arbitration law of the state in which I rendered services to the Company. Notwithstanding any provision of the JAMS Rules, arbitration shall occur on an individual basis only, and a court of competent jurisdiction (and not an arbitrator) shall resolve any dispute about the formation, validity, or enforceability of any provision of this arbitration agreement. I waive the right to initiate, participate in, or recover through, any class or collective action. To the maximum extent permitted by law, the arbitrator shall award the prevailing party its costs and reasonable attorney's fees; provided, however, that the arbitrator at all times shall apply the law for the shifting of costs and fees that a court would apply to the claim(s) asserted. Nothing in this arbitration agreement prevents me from filing or recovering pursuant to a complaint, charge, or other communication with any federal, state or local governmental or law enforcement agency. This arbitration agreement shall remain in effect notwithstanding the termination of my association with the Company.

12. **Contingencies**. This offer is contingent upon proof of identity and work eligibility, which must be submitted to the Company within 72 hours of your start date. Your continued employment with the Company is contingent upon you remaining authorized to work in the United States for Wish. The Company reserves the right to conduct background, credit and/or reference checks on all of its potential employees. Your job offer, therefore, is contingent upon clearance of such background, credit and/or reference checks. Your employment is also contingent on your starting work with the Company on or before **September 16, 2019**.

We hope that you will accept our offer to join the Company. You may indicate your agreement with these terms and accept this offer by signing and dating this letter agreement and the enclosed exhibit, and returning them to me. This offer, if not accepted, will expire at the close of business on **August 23, 2019**.

If you have any questions, please contact your recruiter.

Very truly yours,

CONTEXTLOGIC, INC.

/s/ Piotr Szulczewski

Piotr Szulczewski
CEO

Enclosures

I have read and accept this employment offer:

Pai Liu

Candidate Name

/s/ Pai Liu

Exhibit 10.10

CONTEXTLOGIC INC.

EXECUTIVE SEVERANCE AND CHANGE IN CONTROL AGREEMENT

This Executive Severance and Change in Control Agreement (the "**Agreement**") is made and entered into by and between [_____] (the "**Executive**") and ContextLogic Inc., a Delaware corporation (the "**Company**"), effective as of the date specified in Section 1 below.

This Agreement provides severance and acceleration benefits in connection with certain qualifying terminations of Executive's employment with the Company. [Upon its effectiveness, this Agreement shall supersede the acceleration provisions set forth in Executive's offer letter with the Company dated as of [_____].][1] [Upon its effectiveness, this Agreement shall supersede the acceleration provisions set forth in Executive's offer letter with the Company dated as of [_____] (the "**Offer Letter**") for all future equity awards granted to Executive. For the avoidance of doubt, Executive's equity awards that are outstanding as of the effectiveness of this Agreement will continue to be eligible for the vesting acceleration set forth in the Offer Letter as well as the acceleration set forth herein, whichever is of greater benefit to Executive.][2]

Certain capitalized terms are defined in Section 8.

The Company and Executive agree as follows:

1. Term. This Agreement shall become effective on the closing date of the Company's sale of its common stock in a firm commitment underwritten public offering pursuant to a registration statement on Form S-1 under the Securities Act of 1933, as amended (the "**Effective Date**"). Unless terminated sooner pursuant to Section 6(a), this Agreement will terminate automatically on the third anniversary of the Effective Date.

2. Severance Benefits.

(a) Termination Not Involving a Change in Control. If Executive is subject to [a Termination Without Cause][3] [an Involuntary Termination][4] which occurs more than three months prior to a Change in Control (if any) or more than twelve months after a Change in Control and Executive satisfies the conditions described in Section 2(c) below, then Executive shall be entitled to the following severance benefits: (i) a lump-sum cash severance payment equal to [six/twelve][5] months of Executive's Base Salary [,] [and] (ii) an additional lump-sum cash payment equal to [six/twelve][6] months of Executive's benefits premiums[and (iii) unless the Company provides otherwise when an equity award is granted, the unvested portion of each outstanding time-based equity award that Executive holds as of the Involuntary Termination that would have vested during Executive's completion of an additional twelve

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1 NTD: For GC only.
2 NTD: For CFO only.
3 For all executives other than the CEO, CFO and GC.
4 For the CEO, CFO and GC only.
5 12 months for CEO agreement; 6 months for all other executives.
6 12 months for CEO agreement; 6 months for all other executives.

months of employment following the Involuntary Termination will vest and, if applicable, become exercisable. In the case of equity awards subject to performance conditions, whether such awards are eligible for acceleration in connection with such an Involuntary Termination will be determined at the time of grant of the equity award and set forth in the equity award agreement][7].

(b) Involuntary Termination Involving a Change in Control. If Executive is subject to an Involuntary Termination which occurs within three months prior to, or twelve months following, a Change in Control and Executive satisfies the conditions described in Section 2(c) below, then Executive shall be entitled to the following severance benefits: (i) a lump-sum cash severance payment equal to [twelve/eighteen][8] months of Executive's Base Salary, (ii) an additional lump-sum cash payment equal to [twelve/eighteen][9] months of Executive's benefits premiums and (iii) unless the Company provides otherwise when an equity award is granted, one hundred percent of the unvested portion of each outstanding time-based equity award that Executive holds as of the Involuntary Termination will vest and, if applicable, become exercisable. In the case of equity awards subject to performance conditions, whether such awards are eligible for acceleration in connection with such an Involuntary Termination will be determined at the time of grant of the equity award and set forth in the equity award agreement. For avoidance of doubt, if Executive is subject to an Involuntary Termination that occurs within three months prior to a Change in Control, the portion of Executive's then-outstanding and unvested equity awards that is eligible to vest and become exercisable pursuant to clause (iii) will remain outstanding for three months or the occurrence of a Change in Control, whichever is sooner, so that any additional benefits due pursuant to clause (iii) may be provided if a Change in Control occurs within three months after Executive's Involuntary Termination, provided that in no event will any of Executive's stock options remain outstanding beyond the option's maximum term to expiration. If a Change in Control does not occur within three months after an Involuntary Termination, any unvested portion of Executive's equity awards that remained outstanding following Executive's Involuntary Termination will immediately and automatically be forfeited.

(c) Preconditions to Severance and Change in Control Benefits / Timing of Benefits. As a condition to Executive's receipt of any benefits described in Section 2, Executive shall execute and allow to become effective the Company's then-standard general release of claims, comply with the Executive's continuing obligations (including the return of Company property) to the Company, and, if requested by the Company, immediately resign from all positions Executive holds with the Company, including as a member of the Company's Board of Directors and as a member of the board of directors of any subsidiaries of the Company. Executive must execute and return the release on or before the date specified by the Company, which will in no event be later than 50 days after Executive's employment terminates. If Executive fails to return the release by the deadline or if Executive revokes the release, then Executive will not be entitled to the benefits described in this Section 2. All such benefits will be paid or provided within 60 days after Executive's Termination Without Cause or Involuntary Termination, as applicable, or if later on the date a Change in Control occurs. If such 60 day period spans calendar years, then payment will in any event be made in the second calendar year.

3. Section 409A. The Company intends that all payments and benefits provided under this Agreement or otherwise are exempt from, or comply with, with the requirements of Section 409A of the Internal Revenue Code of 1986, as amended (the "**Code**") so that none of the payments or benefits will be subject to the additional tax imposed under Code Section 409A, and any ambiguities herein will be

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7 For the CFO and GC only.

8 18 months for CEO agreement; 12 months for all other executives.

9 18 months for CEO agreement; 12 months for all other executives.

interpreted in accordance with such intent. For purposes of Code Section 409A, each payment, installment or benefit payable under this Agreement is hereby designated as a separate payment. In addition, if the Company determines that Executive is a "specified employee" under Code Section 409A(a)(2)(B)(i) at the time of Executive's Separation, then (i) any severance payments or benefits, to the extent that they are subject to Code Section 409A, will not be paid or otherwise provided until the first business day following (A) expiration of the six-month period measured from Executive's Separation or (B) the date of Executive's death and (ii) any installments that otherwise would have been paid or provided prior to such date will be paid or provided in a lump sum when the severance payments or benefits commence.

4. Section 280G. Notwithstanding anything contained in this Agreement to the contrary, in the event that the payments and benefits provided pursuant to this Agreement, together with all other payments and benefits received or to be received by Executive ("**Payments**"), constitute "parachute payments" within the meaning of Code Section 280G, and, but for this Section 4, would be subject to the excise tax imposed by Code Section 4999 (the "**Excise Tax**"), then the Payments shall be made to Executive either (i) in full or (ii) as to such lesser amount as would result in no portion of the Payments being subject to the Excise Tax (a "**Reduced Payment**"), whichever of the foregoing amounts, taking into account applicable federal, state and local income taxes and the Excise Tax, results in Executive's receipt on an after-tax basis, of the greatest amount of benefits, notwithstanding that all or some portion of the Payments may be subject to the Excise Tax. If a Reduced Payment is to be made under this section, reduction of Payments will occur in the following order: reduction of cash payments, then cancellation of equity-based payments and accelerated vesting of equity awards, and then reduction of employee benefits. If accelerated vesting of equity awards is to be reduced, such acceleration of vesting will be cancelled in the reverse order of the date of grant. In the event that cash payments or other benefits are reduced, such reduction shall occur in reverse order beginning with the payments and benefits which are to be paid furthest away in time. All determinations required to be made under this Section 4 (including whether any of the Payments are parachute payments and whether to make a Reduced Payment) will be made by an independent accounting firm selected by the Company. For purposes of making the calculations required by this section, the accounting firm may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonably, good faith interpretations concerning the application of Code Sections 280G and 4999. The Company will bear the costs that the accounting firm may reasonably incur in connection with the calculations contemplated by this Section 4. The accounting firm's determination will be binding on both Executive and the Company absent manifest error.

5. Company's Successors. Any successor to the Company to all or substantially all of the Company's business and/or assets (whether pursuant to a Change in Control, direct or indirect, and whether by purchase, merger, consolidation, liquidation or otherwise) shall assume the Company's obligations under this Agreement and agree expressly to perform the Company's 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.

6. Miscellaneous Provisions.

(a) Modification or Waiver. No provision of this Agreement may be modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing and signed by Executive and by an authorized officer of the Company (other than Executive). No waiver by either party of any breach of, or of compliance with, any condition or provision of this Agreement by the other party shall be considered a waiver of any other condition or provision or of the same condition or provision at another time.

(b) Death of Executive. In the event of Executive's death following a qualifying termination of employment pursuant to which the Executive is entitled to receive benefits pursuant to Section 2, but prior to the full payment thereof, such unpaid amounts will remain payable to the Executive, and all such amounts, unless otherwise provided herein, shall be paid in accordance with the terms herein to the Executive's estate.

(c) Integration. This Agreement 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, with respect to the subject matter of this Agreement.

(d) Choice of Law. The validity, interpretation, construction and performance of this Agreement shall be governed by the internal substantive laws, but not the conflicts of law rules, of the State of California.

(e) Tax Withholding. Any payments provided for hereunder are subject to reduction to reflect applicable withholding and payroll taxes and other reductions required under federal, state or local law.

(f) Notices. Any notice required by the terms of this Agreement shall be given in writing. It shall be deemed effective upon (i) personal delivery, (ii) deposit with the United States Postal Service, by registered or certified mail, with postage and fees prepaid or (iii) deposit with Federal Express Corporation, with shipping charges prepaid. Notice shall be addressed to the Company at its principal executive office (attention General Counsel) and to the Executive at the address that he or she most recently provided to the Company in accordance with this Subsection (e).

(g) Severability. The invalidity or unenforceability of any provision or provisions of this Agreement shall not affect the validity or enforceability of any other provision hereof, which shall remain in full force and effect.

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

7. At-Will Employment. Nothing contained in this Agreement shall (a) confer upon Executive any right to continue in the employ of the Company, (b) constitute any contract or agreement of employment, or (c) interfere in any way with the at-will nature of Executive's employment with the Company.

8. Definitions. The following terms referred to in this Agreement shall have the following meanings:

(a) "**Base Salary**" means Executive's annual base salary as in effect immediately prior to a Termination Without Cause or Involuntary Termination; provided, however, that in the event of a Resignation for Good Reason due to a material reduction in Executive's base salary, "Base Salary" means Executive's annual base salary as in effect immediately prior to such reduction or as in effect immediately prior to a Change in Control, whichever is greater.

(b) "**Cause**" means (i) Executive's willful and intentional unauthorized use or disclosure of the Company's confidential information or trade secrets, which use or disclosure causes material harm to the Company, (ii) Executive's material breach of any agreement with the Company, (iii) Executive's material failure to comply with the Company's written policies or rules, (iv) Executive's conviction of, or plea of "guilty" or "no contest" to, a felony under the laws of the United States or any State, (v)

Executive's gross negligence or willful misconduct, (vi) Executive's continuing failure to perform assigned duties after receiving written notification of the failure from the Company's Board of Directors (other than as a result of having a disability that prevents Executive from performing the material duties required of a person holding the position with the Company for a period of at least 120 days) or (vii) Executive's failure to cooperate in good faith with a governmental or internal investigation of the Company or its directors, officers or employees, if the Company has requested such cooperation. In the case of clauses (ii), (iii) and (vii), the Company will not terminate Executive's employment for Cause without first giving Executive written notification of the acts or omissions constituting Cause and a reasonable cure period of not less than 10 days following such notice to the extent such events are curable (as determined by the Company).

(c) "**Change in Control**" means:

(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 "**Exchange Act**")) other than Peter Szulczewski becomes the "beneficial owner" (as defined in Rule 13d-3 of the Exchange Act), directly or indirectly, of securities of the Company representing more than 50% of the total voting power represented by the Company's then-outstanding voting securities;

(ii) The consummation of the sale or disposition by the Company of all or substantially all of the Company's assets;

(iii) The consummation of a merger or consolidation of the Company with or into any other entity, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or its parent) more than 50% of the total voting power represented by the voting securities of the Company or such surviving entity or its parent outstanding immediately after such merger or consolidation; or

(iv) Individuals who are members of the Company's board of directors (the "**Incumbent Board**") cease for any reason to constitute at least a majority of the members of the Company's board of directors over a period of 12 months; provided, however, that if the appointment or election (or nomination for election) of any new board member was approved or recommended by a majority vote of the members of the Incumbent Board then still in office, such new member shall, for purposes of this Agreement, be considered as a member of the Incumbent Board.

A transaction shall not constitute a Change in Control if its sole purpose is to change the state of the Company's incorporation or to create a holding company that will be owned in substantially the same proportions by the persons who held the Company's securities immediately before such transaction. In addition, if a Change in Control constitutes a payment event with respect to any amount which is subject to Code Section 409A, then the transaction must also constitute a "change in control event" as defined in Treasury Regulation Section 1.409A-3(i)(5) to the extent required by Code Section 409A.

(d) "**Involuntary Termination**" means either (i) a Termination without Cause or (ii) a Resignation for Good Reason.

(e) "**Resignation for Good Reason**" means a Separation as a result of Executive's resignation from employment after one of the following conditions has come into existence without Executive's consent: (i) a material diminution in the nature or scope of Executive's responsibilities, authority, powers, functions or duties within or to the Company (other than a change in title), (ii) a material reduction in Executive's annual base salary or (iii) Executive's required relocation to offices

more than fifty (50) miles from Executive's principal place of business. In order to constitute a Resignation for Good Reason, Executive must give the Company written notice of the condition within 90 days after it comes into existence, the Company must fail to remedy the condition within 30 days after receiving Executive's written notice and Executive must terminate his or her employment within 30 days after expiration of the cure period.

(f) "**Separation**" means a "separation from service" as defined in the regulations under Code Section 409A.

(g) "**Termination Without Cause**" means a Separation as a result of the termination of Executive's employment by the Company without Cause and not as a result of Executive's death or disability.

IN WITNESS WHEREOF, each of the parties has executed this Agreement, in the case of the Company by its duly authorized officer, as of the day and year indicated below.

COMPANY

By: _____
Name: _____
Title: _____
Date: _____

EXECUTIVE

By: _____
Name: _____
Title: _____
Date: _____

Exhibit 21.1

SUBSIDIARIES OF CONTEXTLOGIC INC.

Pursuant to Item 601(b)(21)(ii) of Regulation S-K, the names of the subsidiaries of ContextLogic Inc. are omitted because, considered in the aggregate, they would not constitute a significant subsidiary as of the end of the year covered by this report.

Exhibit 23.1

CONSENT OF ERNST & YOUNG LLP, INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the reference to our firm under the caption “Experts” and to the use of our report dated August 28, 2020, in the Registration Statement (Form S-1) and related Prospectus of ContextLogic Inc. for the registration of shares of its common stock.

/s/ Ernst & Young LLP

San Francisco, California
November 19, 2020