

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

FORM 8-K

**CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): November 12, 2021

Altaba Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

811-23264
(Commission
File Number)

77-0398689
(I.R.S. Employer
Identification No.)

**140 East 45th Street, 15th Floor,
New York, New York**
(Address of principal executive offices)

10017
(Zip Code)

Registrant's telephone number, including area code: (646) 679-2000

(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
-

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

Title of each class
N/A

Trading Symbol(s)
N/A

Name of each exchange on which registered
N/A

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

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

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Departure of Thomas J. McInerney as Chief Executive Officer and Appointment of Mr. McInerney as Chairman of the Board

On November 12, 2021, Thomas J. McInerney elected to step down from his position as Chief Executive Officer of Altaba Inc., a Delaware corporation (“Altaba” or the “Fund”), effective December 31, 2021. Mr. McInerney will remain a member of the Board of Directors of the Fund (the “Board”) and has been appointed to serve as Chairman of the Board effective January 1, 2022.

In connection with this mutually agreed upon transition, the Fund and Mr. McInerney entered into a Third Amendment to Mr. McInerney’s Employment Offer Letter and, in connection therewith, will enter into a Separation Agreement and Release effective December 31, 2021. Pursuant to the terms of the Third Amendment to Mr. McInerney’s Employment Offer Letter, effective on the agreed upon December 31, 2021 separation date and consistent with Mr. McInerney’s prior employment arrangements, Mr. McInerney is entitled to the following severance benefits, subject to Mr. McInerney not revoking his customary release of claims: (i) continuation of base salary for a period of eighteen (18) months from the date of separation, (ii) a pro-rated annual incentive award based on target levels, (iii) a lump-sum amount equal to his target annual incentive award, and (iv) reimbursement of monthly health premiums for a period of eighteen (18) months following the date of separation. The foregoing summaries of the Third Amendment to Mr. McInerney’s Employment Offer Letter and the Separation Agreement and Release are qualified in their entirety by the complete text of the Third Amendment to Mr. McInerney’s Employment Offer Letter and the Separation Agreement and Release, copies of which are attached as Exhibit 10.1 and 10.2, respectively, to this Current Report on Form 8-K.

Transition of Eric Brandt from Board Chairman to Lead Independent Director

Eric Brandt, the current Chairman of the Board, has elected to step down from his position as Chairman of the Board effective December 31, 2021. Mr. Brandt will remain a member of the Board and has been appointed Lead Independent Director, effective January 1, 2022.

Appointment of Alexi A. Wellman as Chief Executive Officer

On November 12, 2021, the Board appointed Alexi A. Wellman as Chief Executive Officer and Chief Financial and Accounting Officer, effective January 1, 2022. Ms. Wellman also was appointed as a member of the Board, effective January 1, 2022.

Ms. Wellman has served as Chief Financial and Accounting Officer of Altaba since June 13, 2017. Prior to June 13, 2017, Ms. Wellman was Vice President, Global Controller of Yahoo! Inc. beginning in October 2015 (prior to June 16, 2017, Altaba was known as “Yahoo! Inc.”). From November 2013 to October 2015, Ms. Wellman served as Vice President, Finance of Yahoo! Inc. From December 2011 to June 2013, Ms. Wellman served as Chief Financial Officer of Nebraska Book Company, Inc., which owned and operated college bookstores. From October 2004 to December 2011, Ms. Wellman served as a Partner at KPMG LLP, an audit, tax and advisory firm.

In connection with the transition, the Fund and Ms. Wellman entered into an Amended and Restated Offer Letter. Pursuant to the terms of the Amended and Restated Offer Letter, Ms. Wellman will be eligible to receive (i) a cash incentive award of \$375,000 in recognition of 2021 fiscal year performance in 2022, (ii) an annual cash retention award of \$500,000 in 2023 and after, (iii) a fixed retention award in the amount of \$3,000,000, payable upon the earlier to occur of the Fund’s conversion to a liquidating trust or termination of Ms. Wellman’s employment by mutual written agreement and (iv) participation in a Performance Retention Plan, which may result in payments of up to \$3,000,000 upon the attainment of pre-established performance goals as approved by the Board.

Upon the termination of Ms. Wellman’s employment by the Fund without Cause, resignation by Ms. Wellman for Good Reason, or by mutual agreement, Ms. Wellman will be entitled to receive the following severance benefits, subject to executing a customary release of claims: (i) payment of the \$3,000,000 fixed retention award, (ii) that portion of the performance retention award to which she is entitled pursuant to, and calculated in accordance with, the terms of the Performance Retention Plan, and (iii) reimbursement of monthly health premiums for a period of twelve (12) months following separation. The foregoing summary of Ms. Wellman’s Amended and Restated Offer Letter is qualified in its entirety by the complete text of Ms. Wellman’s Amended and Restated Offer Letter, a copy of which is attached as Exhibit 10.3 to this Current Report on Form 8-K.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit 10.1 [Third Amendment to the Employment Offer Letter of Thomas McInerney](#)

Exhibit 10.2 [Form of Separation Agreement and Release of Thomas McInerney](#)

Exhibit 10.3 [Amended and Restated Offer Letter of Alexi Wellman](#)

SIGNATURE

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

ALTABA INC.

By: /s/ Arthur Chong
Arthur Chong
General Counsel and Secretary

Date: November 18, 2021

**THIRD AMENDMENT
TO
EMPLOYMENT OFFER LETTER
FOR
THOMAS J. MCINERNEY**

This third amendment (the "Amendment") is effective as of November 17, 2021 and amends that certain employment offer letter, dated March 10, 2017 (the "Offer Letter"), and as amended on April 2, 2019 and December 3, 2020, between Altaba Inc. (the "Company") and Thomas J. McInerney ("Executive"). Capitalized terms used in this Amendment that are not otherwise defined shall have the meaning ascribed to them in the Offer Letter.

WHEREAS, the Company and Executive are parties to the Offer Letter;

WHEREAS, in accordance with Section 11.1 of the Offer Letter, the Company and Executive may amend the Offer Letter; and

WHEREAS, the Company and Executive wish and intend to amend the Offer Letter in the manner set forth herein.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Company and Executive agree to amend the Offer Letter as follows:

1. Section 2. "**Termination**" of the Offer Letter is hereby amended to include the following new Section 2.6:

2.6 **Termination by Mutual Agreement.** This Agreement and your employment hereunder may be terminated by the mutual written agreement between you and the Company. In the event your employment is terminated by mutual agreement, the payment and conditions to payment provided in Section 2.3 "Payment Upon Termination Without Cause or Good Reason Resignation" shall apply. Notwithstanding the foregoing, in the event you are terminated for Cause before the mutually agreed to termination date, you will not receive the benefits provided in Section 2.3.

2. The Company and Executive have mutually agreed to a termination date of December 31, 2021.
3. Section 2.3 "**Payment Upon Termination Without Cause or Good Reason Resignation**" is hereby amended and restated in its entirety to include the following:

In the event of termination of your employment hereunder by you for Good Reason or by the Company without Cause, you shall be entitled to receive the Accrued Amounts and, subject to your compliance with your Proprietary Agreement and your execution of a release of claims in favor of the Company, its affiliates and their respective officers and directors in a form annexed hereto as Exhibit "A" (the "**Release**") and such Release becoming effective upon the expiration of the Revocation Period (as defined in the

Release) the following, payable in a lump sum: (a) Base Salary of eighteen (18) months at your then applicable salary rate; (b) the pro-rated Annual Incentive Award (based on target levels); (c) an amount equal to your Target Annual Incentive Award; and (d) if you timely and properly elect health continuation coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985 (“COBRA”) or any similar state law, the Company shall reimburse you the monthly premium paid by you for coverage of yourself, your spouse, and children for a period of eighteen (18) months after the Termination Date. Notwithstanding the foregoing, if the Company’s making payments under this Section 2.3 would violate the nondiscrimination rules applicable to non-grandfathered plans under the Affordable Care Act (the “ACA”), or result in the imposition of penalties under the ACA and the related regulations and guidance promulgated thereunder), the parties agree to reform this Section in a manner as is necessary to comply with the ACA.

4. Section 2. “**Termination**” of the Offer Letter is hereby amended to delete Section 2.3A in its entirety.
5. The definition of “**Final Order**” included in the List of Certain Defined Terms is hereby deleted in its entirety.
6. Except as set forth in this Amendment, the Offer Letter shall remain in full force and effect in accordance with its terms. The Amendment and the Offer Letter as amended pursuant to the Amendment constitute the entire agreement between the Company and Executive with respect to the subject matter thereof. This Amendment is entered into without reliance or any promise or representation, written or oral, other than those expressly contained herein, and it supersedes any other such promises, warranties or representations.
7. This Amendment shall be governed by, and construed in all respects by, the laws of the State of California, without reference to principles of conflicts of laws and each of the parties hereto irrevocably consents to the jurisdiction and venue of the federal and state courts located in the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date indicated above:

EXECUTIVE

By: /s/ Thomas J. McInerney

Name: Thomas J. McInerney

Title: Chief Executive Officer

THE COMPANY

By: /s/ Arthur Chong

Name: Arthur Chong

Title: General Counsel and Secretary

**FORM OF
SEPARATION AGREEMENT
AND RELEASE**

[DATE]

Thomas J. McInerney

Dear Thomas:

If you (i) sign and comply with all terms of this separation agreement (the "**Agreement**"), which contains a release of claims, (ii) return your signed Agreement to Altaba Inc. (the "**Company**") within 21 days of your Separation Date (defined below) and (iii) do not revoke the Agreement within seven (7) calendar days after signing it (collectively these are the "**Agreement Eligibility Requirements**"), then the Company will provide you with the benefits and severance described in that certain employment offer letter between you and the Company, dated as of March 10, 2017, and as amended (the "**Offer Letter**"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Offer Letter. **If you do not meet or comply with the Agreement Eligibility Requirements or you engage in Cause, you will not be eligible for the benefits and severance described in this Agreement.**

1. **Separation.** Your official employment termination date will be December 31, 2021 (the "**Separation Date**"). The Company may in its sole discretion, present to you this Separation Agreement and Release for review and signature up to thirty (30) days prior to your Separation Date.

2. **Severance Benefits.** If you meet the Agreement Eligibility Requirements, the Company will pay you, as severance benefits, the amounts described in Section 2.3 of the Offer Letter, *provided, however*, that if you are receiving benefits under this Agreement as a result of a "Change in Control" under Section 3 of the Offer Letter, in lieu of the pro-rata Annual Incentive Award described in Section 2.3(b), you shall be paid an amount equal to your target Annual Incentive Award in a lump sum within ten (10) business days of the Effective Date (as defined below). You acknowledge that, except as expressly provided in this Agreement, you will not receive any additional compensation, severance or benefits after the Separation Date, with the exception of any benefit, the right to which has vested, under the express terms of a written benefit plan of the Company.

3. **Responsibility for Taxes.** Other than the Company's obligation and right to withhold federal, state and local taxes, you will be responsible for any and all taxes, interest, and penalties that may be imposed with respect to the payments contemplated by this Agreement (including (without limitation) those imposed under Internal Revenue Code Section 409A). To the extent that this Agreement is subject to Internal Revenue Code Section 409A, you and the Company agree that the terms and conditions of this Agreement shall be construed and interpreted to the maximum extent reasonably possible, without altering the fundamental intent of this Agreement, to comply with and avoid the imputation of any tax, penalty or interest under Code Section 409A.

4. **Invention and Assignment to the Company.** Prior to and after your Separation Date, you agree to perform promptly all acts deemed necessary or desirable by the Company to permit and assist it, at its expense, in obtaining and enforcing the full benefits, enjoyment, rights and title throughout the world in all intellectual property assigned or assignable to the Company pursuant to your employee confidentiality and assignment of inventions agreement(s) or similar agreement(s) including (without limitation) disclosing information to the Company, executing

documents and assisting or cooperating in legal proceedings. You understand and agree that while you will not be eligible to receive the severance and other benefits specified in this Agreement until you have performed the acts specified in this paragraph (if requested by the Company), such obligation extends beyond the Separation Date and shall only be deemed complete at the Company's sole discretion.

5. **Continuing Obligations.** You acknowledge your continuing obligations under your employee confidentiality and assignment of inventions agreement(s) or similar agreement(s). The parties acknowledge their continuing obligations not to disparage one another under Section 8 of the Offer Letter.

6. **Release of Claims.** In consideration for, and as a condition of the benefits and other consideration under this Agreement to which you are not otherwise entitled, you hereby generally and completely release the Company and its directors, officers, employees, shareholders, partners, agents, attorneys, predecessors, successors, parent and subsidiary entities, insurers, affiliates, and assigns (collectively "**Released Party**") from any and all claims, liabilities and obligations, both known and unknown, that arise out of or are in any way related to events, acts, conduct, or omissions occurring at any time prior to and including the date you sign this Agreement. This general release is to the maximum extent permitted by law and includes (without limitation) the following: (A) all claims arising out of or in any way related to your employment with the Company or the termination of that employment; (B) all claims related to your compensation or benefits from the Company, including disputed wages, salary, variable compensation, incentive payments, bonuses, commissions, vacation pay, expense reimbursements, severance pay, fringe benefits, stock, stock options, or any other ownership interests in the Company; (C) all claims for breach of contract, wrongful termination, and breach of the implied covenant of good faith and fair dealing; (D) all tort claims, including (without limitation) claims for fraud, defamation, emotional distress, and discharge in violation of public policy; and (E) all federal, state, and local statutory claims, including (without limitation) claims for discrimination, harassment, retaliation, attorneys' fees, or other claims arising under the federal Civil Rights Act of 1964 (as amended), the federal Americans with Disabilities Act of 1990 (as amended), the federal Age Discrimination in Employment Act of 1967 (as amended) ("**ADEA**"), the federal Worker Adjustment and Retraining Notification Act (as amended) and similar laws in other jurisdictions, the Employee Retirement Income Security Act of 1974 (as amended), the Family and Medical Leave Act of 1993 (as amended), the California Fair Employment and Housing Act (as amended), the California Labor Code, the California Constitution and any other federal, state, local, or foreign law (statutory, regulatory, or otherwise) that may be legally waived and released. To the maximum extent permitted by law, you also promise never directly or indirectly to bring or participate in an action against any Released Party under California Business & Professions Code Section 17200 or under any other unfair competition law of any jurisdiction. If, notwithstanding the above, you are awarded any money or other relief under such a claim, you hereby assign the money or other relief to the Company. Your waiver and release specified in this paragraph do not apply to any rights or claims that may arise after the date you sign this Agreement. Excluded from this Agreement are claims for workers' compensation and unemployment benefits rights, indemnification rights you have against the Company, including without limitation any claims under the Indemnification Agreement (as executed between you and the Company on March 10, 2017), (the "**Indemnification Agreement**") the right to file a charge or complaint with or participate in an investigation, hearing, or proceeding conducted by the Equal Employment Opportunity Commission ("**EEOC**") or any state or local fair employment practices agency and the right for vested retirement benefits pursuant to any Company benefit plan, and any claims that by law cannot be waived in a private agreement between employer and employee. You waive,

however, any right to any monetary recovery or other relief should the EEOC or any state or local fair employment practices agency pursue a claim on your behalf.

7. **Representations.** You acknowledge and represent the following: (A) you have not suffered any age-related or other discrimination, harassment, retaliation, or wrongful treatment by any Released Party; (B) you have not been denied any rights including (without limitation) rights to a leave or reinstatement from a leave under the Family and Medical Leave Act of 1993, the Uniformed Services Employment and Reemployment Rights Act of 1994, or any similar law of any jurisdiction; (C) you have no work related injuries that have not already been disclosed to the Company; and (D) you have not filed any claims, complaints, or actions of any kind against the Company with any federal, state, or local court or government or administrative agency. You also acknowledge and agree that you have been paid all wages and other compensation due and that, as to any further alleged wages, you agree that there is a good-faith dispute as to whether such wages are due, and based on this good-faith dispute, you release and waive any and all further claims regarding any alleged unpaid wages and any corresponding penalties, interest, or attorneys' fees, in exchange for the consideration provided in this Agreement.

8. **Release of Unknown Claims.** You acknowledge that you have read and understand Section 1542 of the California Civil Code: **"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."** You acknowledge that you may later discover claims or facts in addition to or different from those which you now know or believe to exist with regards to the subject matter of this Agreement, and which, if known or suspected at the time of executing this Agreement, may have materially affected its terms. You hereby expressly waive and relinquish all rights and benefits under that section and any law of any jurisdiction of similar effect with respect to your release of any unknown or unsuspected claims.

9. **ADEA Waiver.** You agree that you are voluntarily executing this Agreement and release. You acknowledge that you are knowingly, freely and voluntarily waiving and releasing any rights you may have under the ADEA and that the good and valuable consideration given for the waiver and release is in addition to anything of value to which you were already entitled. You further acknowledge that you have been advised by this writing, as required by the ADEA, that: (A) your waiver and release specified in this paragraph do not apply to any rights or claims that may arise after the date you sign this Agreement; (B) you have been advised to consult with an attorney of your choosing prior to signing this Agreement; (C) if part of a group termination, you have received a disclosure from the Company that includes a description of the class, unit or group of individuals covered by this employment termination program, the eligibility factors for such program, and any time limits applicable to such program and a list of job titles and ages of all employees selected for this group termination and ages of those individuals in the same job classification or organizational unit who were not selected for termination ("**Disclosures**"); (D) you have **21** days from the date that you receive this Agreement and the Disclosures (if applicable) to consider this Agreement; (E) you have seven (7) calendar days after you sign this Agreement to revoke it ("**Revocation Period**") by delivering notice of revocation to Alexi Wellman by email to awellman@altaba.com before the end of this seven-day period; and (F) this Agreement will not be effective until you have returned it to Alexi Wellman and the Revocation Period has expired (the "**Effective Date**").

10. **Cooperation.** You agree to reasonably cooperate with and make yourself available on a continuing basis to the Company and its representatives and legal advisors in connection with any matters in which you are or were involved or any existing or future claims, investigations, administrative proceedings, lawsuits and other legal and business matters, as requested by the Company and to the extent such cooperation does not interfere with your performance of services for a subsequent employer. The Company shall indemnify, defend and hold you harmless with respect to any loss, claim or liability you may incur in connection with your cooperation as set forth in the preceding sentence. You also agree that within two business days of receipt (or more promptly if reasonably required by the circumstances) you shall send the Company copies of all correspondence (including (without limitation) subpoenas) received by you in connection with any legal proceedings involving or relating to the Company, unless you are expressly prohibited by law from doing so. You agree that you will not cooperate with any third party in any actual or threatened claim, charge, or cause of action of any nature whatsoever against any Released Party unless required to do so by law. You understand that nothing in this Agreement or any Company policy prevents you from reporting possible violations of law or government regulation to any governmental agency or entity or self-regulatory organization, or cooperating with any government investigation or other required government legal proceeding, and that you are not required to either notify or obtain approval from the Company prior to doing so.

11. **Retention of Company Business Data and Company Property.** Notwithstanding the termination of your employment with the Company, for so long as you continue to serve as an officer, director, employee, consultant or similar capacity with the Company or an affiliate of the Company, you may retain all Company Business Data (as defined below) and/or Company Property (as defined below) solely for use in the normal course of performing any continuing duties and responsibilities for the benefit of the Company or such affiliate. "**Company Business Data**" shall mean any Company business data, whether or not such data would be considered confidential or proprietary and/or whether such data constitutes a legally protectable trade secret, including hard copy and all electronically stored data. "**Company Property**" shall mean all keys, access cards, credit cards, travel related cards, identification cards, phones, computers and related company-issued devices, including electronic mail devices, PDAs and/or electronic organizers, and other property and equipment belonging to the Company.

12. **Miscellaneous.** This Agreement along with the Indemnification Agreement, constitutes the complete, final and exclusive embodiment of the entire agreement between you and the Company with regard to this subject matter. It is entered into without reliance on any promise or representation, written or oral, other than those expressly contained herein, and it supersedes any other such promises, warranties or representations. This Agreement may not be modified or amended except in a writing signed by both you and a duly authorized officer of the Company. You may not make any changes to the terms of this Agreement unless that change is executed by you and the Company. This Agreement will bind the heirs, personal representatives, successors and assigns of both you and the Company, and inure to the benefit of both you and the Company, their heirs, successors and assigns. If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, this determination will not affect any other provision of this Agreement and the provision in question will be modified by the court so as to be rendered enforceable.

IF THIS AGREEMENT IS ACCEPTABLE TO YOU, PLEASE SIGN BELOW AND RETURN THE ORIGINAL TO ALEXI WELLMAN BY EMAIL TO AWELLMAN@ALTABA.COM BY 5:00 P.M. NO LATER THAN 21 DAYS AFTER THE SEPARATION DATE.

Sincerely,

Altaba Inc.

By: _____

AGREED AND VOLUNTARILY EXECUTED:

Thomas McInerney

Date

cc: Personnel File

November 17, 2021

Alexi Wellman

Re: Amended and Restated Offer Letter

Dear Alexi:

I am pleased to confirm the terms of your continuing employment with Altaba Inc. (the "**Company**"), in the position of Chief Executive Officer, Chief Financial Officer and Director. This amended and restated offer letter (the "**Agreement**") amends and restates our original offer letter dated March 10, 2017 and as amended on April 2, 2019, December 3, 2020 and June 7, 2021 (the "**Prior Agreement**") in its entirety. This Agreement shall become effective January 1, 2022 (the "**Effective Date**").

1. COMPENSATION AND GENERAL TERMS

1.1 Base Salary. Your annual base salary will remain at \$41,666.67 per month (\$500,000 annually), less applicable taxes, deductions and withholdings, paid semi-monthly. The Company's scheduled pay days are expected to be on the 10th and 25th of every month.

1.2 2021 STIP. In recognition of 2021 fiscal year performance, you will be eligible to receive a cash incentive award of \$375,000, to be payable upon approval by the Board of Directors of the Company.

1.3 Reserved.

1.4 Annual Retention Award. Commencing on January 1, 2022, you will be eligible to receive an annual cash retention award fixed at \$500,000 (the "**Annual Retention Award**"), to be payable in a lump sum following the end of each year (but no later than March 15th of the following year), provided that except as provided in Section 2.3 herein you remain continuously employed by the Company through the date of payment of the Annual Retention Award. For the avoidance of doubt, the first Annual Retention Award will be paid in 2023.

1.5 Fixed Retention Award. On the earlier of (i) the conversion of the Company to a liquidating trust; or (ii) the termination of your employment with the Company pursuant to mutual written agreement by you and the Company, you will receive a fixed retention payment of \$3,000,000 (the "**Fixed Retention Award**"), provided that except as provided in Section 2.3 herein you remain continuously employed by the Company through the date of payment of the Fixed Retention Award.

1.6 Performance Retention Award. Your compensation will also include participation in a performance retention plan (the "**PRP**"), which may result in payments of up to \$3,000,000 upon attainment of pre-established performance goals that will be approved by the Board of Directors. All terms of the PRP will be governed by the terms of the plan as approved by the Board of Directors, with the terms annexed hereto as Exhibit "A".

1.7 Benefits/Paid Time Off; Expenses. You will be eligible to participate in the Company's health insurance benefit plans (medical, dental and vision) as well as any life insurance, short-term disability, and long-term disability plans that are made available to senior executives of the Company, in accordance with the terms of those plans. You will be eligible to accrue paid time off days in accordance with the Company's vacation and/or paid time off policies.

You will also be entitled to reimbursement for all reasonable and necessary out-of-pocket business, entertainment and travel expenses incurred in connection with the performance of your duties hereunder in accordance with the Company's expense reimbursement policies and procedures.

1.8 Location. You will provide services to the Company from a mutually agreed to location; subject to any business travel, including required travel to the Company's offices as is necessary to perform your duties as Chief Executive Officer, Chief Financial Officer and Director.

1.9 Obligations. During your employment, you shall devote your full business efforts and time to the Company. This obligation, however, shall not preclude you from engaging in appropriate civic, charitable or religious activities or, with the consent of the Company's Board of Directors, from serving on the boards of directors of up to two (2) companies that are not competitors to the Company, as long as the activities do not materially interfere or conflict with your responsibilities to or your ability to perform your duties of employment at the Company. Any outside activities must also be in compliance with and approved to the extent required by any Code of Ethics, Corporate Governance Guidelines or similar policies adopted by the Company.

1.10 Proprietary Agreement and No Conflict with Prior Agreements. As an employee of the Company, it is likely that you will become knowledgeable about confidential and/or proprietary information related to the operations, products and services of the Company and its clients. Similarly, you may have confidential or proprietary information from prior employers that should not be used or disclosed to anyone at the Company. Therefore, you acknowledge and agree that from and after the Effective Date you will continue to be subject to the terms of the Yahoo! Inc. Employee Confidentiality and Assignment of Inventions Agreement, dated October 14, 2013 (the "**Proprietary Agreement**"). In addition, you must comply with any existing and/or continuing contractual obligations that you may have with any employer prior to your employment with the Company.

1.11 Non-Solicitation. You agree that at all times during the period of your employment with the Company and for a period of two (2) years thereafter, you will not, directly or indirectly, either for yourself or on behalf of another company, hire, recruit or otherwise solicit any Company employee to terminate his or her relationship with the Company.

1.12 Employment At-Will. Please understand that this letter does not constitute a contract of employment for any specific period of time, but will create an employment at-will relationship that may be terminated at any time by you or the Company, with or without cause and with or without advance notice. The at-will nature of the employment relationship may not be modified or amended except by written agreement signed by the Board of Directors of the Company and you.

2. TERMINATION

2.1 Payment Upon Termination for "Cause" or Resignation without "Good Reason". If your employment is terminated by the Company for Cause or by you without Good Reason, you shall be entitled to receive the ("**Accrued Amounts**") as defined herein.

2.2 Board Notice of Existence of "Cause." Termination of your employment shall not be deemed to be for Cause as defined herein unless and until the Company delivers to you a copy of a resolution duly adopted by the affirmative vote of not less than a majority of the Board of Directors of the Company (after reasonable written notice is provided to you and you are given an opportunity, together with counsel, to be heard before the Board), finding that you have engaged in the conduct defined as Cause under this Agreement.

2.3 Payment Upon Termination Without Cause or Good Reason Resignation/Mutual Agreement. In the event of termination of your employment hereunder by you for Good Reason or by the Company without Cause, you shall be entitled to receive the Accrued Amounts and, subject to your compliance with your Proprietary Agreement and your execution of a release of claims in favor of the Company, its affiliates and their respective officers and directors in a form annexed hereto as Exhibit "B" (the "**Release**") and such Release becoming effective upon the expiration of the Revocation Period (as defined in the Release): (a) payment of the Fixed Retention Award; (b) that portion of your Performance Retention Award as the terms of the PRP entitles you, as set forth in Exhibit "A" annexed hereto; and (c) if you timely and properly elect health continuation coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("**COBRA**") or any similar state law, the Company shall reimburse you the monthly premium paid by you for coverage of yourself, your spouse, and children for a period of twelve (12) months after the Termination Date. Notwithstanding the foregoing, if the Company's making payments under this Section 2.3 would violate the nondiscrimination rules applicable to non-grandfathered plans under the Affordable Care Act (the "**ACA**"), or result in the imposition of penalties under the ACA and the related regulations and guidance promulgated thereunder), the parties agree to reform this Section in a manner as is necessary to comply with the ACA. Additionally, in the event of your termination of employment by mutual written agreement between you and the Company, provided you execute the Release, you will be entitled to the Fixed Retention Award, payable in a lump sum within ten (10) business days of the Release's effective date.

2.4 Notice of "Good Reason." You may not terminate your employment for Good Reason unless you have provided written Notice of Termination (as defined below) to the Company of the circumstances providing grounds for termination for Good Reason, as provided herein.

2.5 Death or Disability. Your employment hereunder shall terminate automatically upon your death and the Company may terminate your employment on account of your Disability. If your employment is terminated on account of your death or Disability, you, your estate, and/or beneficiaries, as the case may be, shall be entitled to receive the Accrued Amounts.

3. NOTICE OF TERMINATION.

Any termination of your employment hereunder by the Company or by you (other than termination on account of your death) shall be communicated by written notice of termination ("**Notice of Termination**") to the other party. The Notice of Termination shall specify: (a) the termination provision of this Agreement relied upon; (b) to the extent applicable, the facts and circumstances claimed to provide a basis for termination of your employment under the provision so indicated; and (c) the applicable Termination Date.

4. RESIGNATION OF ALL OTHER POSITIONS.

Upon termination of your employment hereunder for any reason, you agree to resign, effective on the Termination Date, from all positions that you hold as an officer or member of the board of directors (or a committee thereof) of the Company or any of its affiliates.

5. INDEMNIFICATION.

You will continue to be eligible for indemnification in accordance with the Company's Certificate of Incorporation and any applicable law. In addition, the Indemnification Agreement entered into on March 10, 2017 between you and the Company will continue to be in effect. The Company

shall continue to maintain directors and officers liability insurance for the benefit of the officers and directors of the Company.

6. CODE OF ETHICS AND COMPANY POLICIES.

The Company is committed to creating a positive work environment and conducting business ethically. As an employee of the Company, you will be expected to abide by the Company's policies and procedures including, but not limited to, any Company human resources policies.

7. NON-DISPARAGEMENT.

You agree, other than with regard to employees in the good faith performance of your duties with the Company while employed by the Company, both during and after your employment with the Company terminates, not to knowingly disparage the Company or its officers, directors, employees or agents in any manner likely to be materially harmful to it or them or its or their business, business reputation or personal reputation. This paragraph shall not be violated by statements from you which are truthful, complete and made in good faith in required response to legal process or governmental inquiry. You also agree that any breach of this non-disparagement provision by you shall be deemed a material breach of this offer letter. Likewise, the Company agrees not to disparage you or your business or personal reputation, provided, however, that this paragraph shall not be violated by statements from the company which are truthful, complete, and made in good faith in required governmental disclosures in response to legal or governmental inquiry. The Company agrees that its breach of this non-disparagement provision shall be deemed a material breach of this Agreement.

8. REIMBURSEMENT OF CERTAIN EXPENSES.

The Company will reimburse you for reasonable legal fees incurred in connection with negotiating and reviewing this letter. This amount will not exceed \$20,000 and the Company will be provided with documentation of the charges which will be based on normal billing rates.

9. INTERNAL REVENUE CODE § 409A.

Anything in this Agreement to the contrary notwithstanding, if at the time of the your separation from service within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended (the "**Code**"), the Company determines that you are a "specified employee" within the meaning of Section 409A(a)(2)(B)(i) of the Code, then to the extent any payment or benefit that you become entitled to under this Agreement on account of your separation from service would be considered deferred compensation otherwise subject to the twenty percent (20%) additional tax imposed pursuant to Section 409A(a) of the Code as a result of the application of Section 409A(a)(2)(B)(i) of the Code, such payment shall not be payable and such benefit shall not be provided until the date that is the earlier of (A) six (6) months and one (1) day after your separation from service, or (B) your death. If any such delayed cash payment is otherwise payable on an installment basis, the first payment shall include a catch-up payment covering amounts that would otherwise have been paid during the six (6) month period but for the application of this provision, and the balance of the installments shall be payable in accordance with their original schedule. All reimbursements shall be paid as soon as administratively practicable, but in no event shall any reimbursement be paid after the last day of the taxable year following the taxable year in which the expense was incurred. The amount of in-kind benefits provided or reimbursable expenses incurred in one taxable year shall not affect the in-kind benefits to be provided or the expenses eligible for reimbursement in any other taxable year (except for any lifetime or other aggregate

limitation applicable to medical expenses). Such right to reimbursement or in-kind benefits is not subject to liquidation or exchange for another benefit. To the extent that any payment or benefit described in this Agreement constitutes "non-qualified deferred compensation" under Section 409A of the Code, and to the extent that such payment or benefit is payable upon your termination of employment, then such payments or benefits shall be payable only upon your "separation from service." The determination of whether and when a separation from service has occurred shall be made in accordance with the presumptions set forth in Treasury Regulation Section 1.409A 1(h). The parties intend that this Agreement will be administered in accordance with Section 409A of the Code. To the extent that any provision of this Agreement is ambiguous as to its compliance with Section 409A of the Code, the provision shall be read in such a manner so that all payments hereunder comply with Section 409A of the Code. Each payment pursuant to this Agreement is intended to constitute a separate payment for purposes of Treasury Regulation Section 1.409A 2(b)(2). The parties agree that this Agreement may be amended, as reasonably requested by either party, and as may be necessary to fully comply with Section 409A of the Code and all related rules and regulations in order to preserve the payments and benefits provided hereunder without additional cost to either party. The Company makes no representation or warranty and shall have no liability to you or any other person if any provisions of this Agreement are determined to constitute deferred compensation subject to Section 409A of the Code but do not satisfy an exemption from, or the conditions of, such section.

10. MISCELLANEOUS.

10.1 Entire Agreement. This offer letter and the documents and agreements referenced herein constitute the entire agreement between you and the Company with respect to the subject matter hereof and supersede any and all prior or contemporaneous oral or written representations, understandings, agreements or communications between you and the Company concerning those subject matters. This terms set forth in this offer letter shall not be changed, altered, modified or amended, except by a written agreement that (i) explicitly states the intent of both parties hereto to supplement this offer letter and (ii) is signed by both parties hereto.

10.2 Eligibility to Work. In order for the Company to comply with United States law, on or prior to the Effective Date you will be required to provide the Company with appropriate documentation to verify your authorization to work in the United States. The Company cannot employ anyone who cannot provide documentation showing that they are legally authorized to work in the United States.

10.3 Counterparts. This letter agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Facsimile and electronic .pdf signatures shall be considered original signatures for all purposes.

10.4 Governing Law. This Offer Letter and any Agreement reached between the parties shall be governed by, and construed in all respects by, the laws of the State of California, without reference to principles of conflicts of laws and each of the parties hereto irrevocably consents to the jurisdiction and venue of the federal and state courts located in the State of California.

[Signature Page Follows]

To accept this offer, please sign this letter in the space provided below and return the signed letter to me.

We are very excited to have you on the Company's team and look forward to receiving your acceptance of this offer.

Sincerely,

/s/ Thomas McInerney _____ 11/17/2021 _____

Thomas McInerney

Date

Chief Executive Officer

I agree to the terms and conditions outlined in this letter, as amended and restated.

/s/ Alexi Wellman _____
Alexi Wellman

11/18/2021 _____
Date

LIST OF CERTAIN DEFINED TERMS

The following defined terms shall have the following meanings for purposes of this Agreement:

“Accrued Amounts” shall mean: (i) any accrued but unpaid Base Salary and accrued but unused vacation which shall be paid in accordance with the Company’s customary payroll procedures and applicable law; (ii) any earned but unpaid Annual Bonus with respect to any completed calendar/fiscal year immediately preceding the Termination Date, which shall be paid on the otherwise applicable payment date; (iii) reimbursement for unreimbursed business expenses properly incurred by you, which shall be subject to and paid in accordance with the Company’s expense reimbursement policy; and (iv) such employee benefits (including long-term compensation), if any, to which you may be entitled under the Company’s employee benefit plans as of the Termination Date; provided that, in no event shall you be entitled to any payments in the nature of severance or termination payments except as specifically provided herein.

“Cause” shall mean termination of your employment by the Company based upon the occurrence of one or more of the following: (1) your willful refusal or material failure to perform your job duties and responsibilities (other than by reason of your serious physical or mental illness, injury or medical condition), (2) your willful failure or refusal to comply in any material respect with material Company policies or lawful directives, (3) your material breach of any contract or agreement between you and the Company (including but not limited to this Agreement and the Proprietary Agreement between you and the Company), or your material breach of any statutory duty, fiduciary duty or any other obligation that you owe to the Company, (4) your commission of an act of fraud, theft, embezzlement or other unlawful act against the Company or involving its property or assets or your engaging in intentional acts that are materially detrimental to the reputation of the Company and which cause the Company material economic harm, or (5) your indictment or conviction or *nolo contendere* or guilty plea with respect to any felony or crime of moral turpitude. For purposes of this provision, no act or failure to act on your part shall be considered "willful" unless it is done, or omitted to be done, by you in bad faith or without reasonable belief that your action or omission was in the best interests of the Company. Any act, or failure to act, based upon authority given pursuant to a resolution duly adopted by the Board or upon the advice of counsel for the Company shall be conclusively presumed to be done, or omitted to be done, in good faith and in the best interests of the Company. Except for a failure, breach or refusal which, by its nature, cannot reasonably be expected to be cured, you shall have ten (10) days from the delivery of written notice by the Company within which to cure any acts constituting Cause; provided however, that, if the Company reasonably expects irreparable injury from a delay of ten (10) days, the Company may give you notice of such shorter period within which to cure as is reasonable under the circumstances.

“Code” shall mean the United States Internal Revenue Code of 1986, as amended.

“Disability” shall mean your inability, due to physical or mental incapacity, to substantially perform your duties and responsibilities under this Agreement, with or without reasonable accommodation, for one hundred eighty (180) days out of any three hundred sixty-five (365) day period or one hundred twenty (120) consecutive days. Any question as to the existence of your Disability as to which you and the Company cannot agree shall be determined in writing by a qualified independent physician mutually acceptable to you and the Company. If you and the Company cannot agree as to a qualified independent physician, each shall appoint such a physician and those two physicians shall select a third who shall make such determination in writing. The

determination of Disability made in writing to the Company and you shall be final and conclusive for all purposes of this Agreement.

“**Good Reason**” shall be deemed to exist only if the Company shall fail to correct within thirty (30) days after receipt of written notice from you specifying in reasonable detail the reasons you believe one of the following events or conditions has occurred (provided such notice is delivered by you no later than sixty (60) days after the initial existence of the occurrence): (1) a material diminution of your then current aggregate base salary without your prior written agreement; (2) a material adverse change in your title, authority, duties or responsibilities without your prior written agreement; (3) a material change in the geographic location at which you are required to perform services for the Company, without your prior written agreement; or (4) any material breach of this Agreement or (5) a material adverse change in your reporting structure, *provided*, that in all events the termination of your service with the Company shall not be treated as a termination for “Good Reason” unless such termination occurs not more than six (6) months following the initial existence of the occurrence of the event or condition claimed to constitute “Good Reason.”

“**Termination Date**” of your employment shall be:

- (a) If the employment hereunder terminates on account of your death, the date of the your death;
- (b) If your employment hereunder is terminated on account of your Disability, the date that it is determined that you have a Disability;
- (c) If the Company terminates your employment hereunder for Cause, the date the Notice of Termination is delivered to you;
- (d) If the Company terminates your employment hereunder without Cause, the date specified in the Notice of Termination;
- (e) If your employment hereunder is terminated pursuant to a mutual written agreement by you and the Company, the date that is mutually agreed upon; and
- (f) If you terminate your employment hereunder with or without Good Reason, the date specified in your Notice of Termination, which shall be no less than thirty (30) days following the date on which the Notice of Termination is delivered; provided that, the Company may waive all or any part of the thirty (30) day notice period for no consideration by giving written notice to you and for all purposes of this Agreement, your Termination Date shall be the date determined by the Company.