

**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 5, 2020**

IAC/INTERACTIVECORP

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-39356
(Commission
File No.)

84-3727412
(I.R.S. Employer
Identification No.)

555 West 18th Street, New York, NY
(Address of principal executive offices)

10011
(Zip Code)

Registrant's telephone number, including area code: **(212) 314-7300**

(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)	(Trading Symbol(s))	(Name of each exchange on which registered)
Common Stock, par value \$0.001	IAC	The Nasdaq Stock Market LLC (Nasdaq Global Select Market)

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.

On November 5, 2020, IAC/InterActiveCorp (“IAC” or the “Company”) entered into a new, long-term Employment Agreement (the “Employment Agreement”) and a Restricted Stock Agreement (“RSA Agreement”) with Joseph Levin, IAC’s Chief Executive Officer. The material terms of the Employment Agreement and the RSA Agreement are described below.

Employment Agreement

The Employment Agreement has a ten-year term. It provides that Mr. Levin will serve as the Chief Executive Officer and as a member of the IAC Board of Directors (the “Board”), reporting to Barry Diller, or, if Mr. Diller does not serve as Chairman and Senior Executive, the Board. The Employment Agreement provides for an annual base salary of \$1,000,000 and a discretionary annual bonus, as determined by the Compensation Committee of the Board. Upon a termination of employment without Cause or for Good Reason (each as defined in the Employment Agreement), Mr. Levin is entitled to base salary continuation for twelve months, and accelerated vesting of equity awards that would vest during the twelve months following his termination of employment, excluding the award under the RSA Agreement, which is addressed below. The Employment Agreement includes customary restrictive covenants, including a non-compete and an employee and customer non-solicitation, each of which applies during the employment term and the twenty-four months following the termination of Mr. Levin’s employment for any reason.

RSA Agreement

The RSA Agreement provides for a grant of 3,000,000 shares of IAC restricted common stock (“IAC Restricted Shares”), that cliff vest on the ten-year anniversary of the grant date based on satisfaction of the stock price targets set forth below and Mr. Levin’s continued employment through the vesting date.

IAC Stock Price	Number of Shares Vesting
less than \$157.99	0
\$157.99	500,000
\$201.04	2,000,000
\$254.37	2,750,000
\$320.12 or greater	3,000,000

Executive may request an extension of the measurement period from 10 to 12 years and IAC will consider the request in light of the circumstances.

Mr. Levin may elect to accelerate vesting of the IAC Restricted Shares, effective on the 6th, 7th, 8th or 9th anniversary of the grant date, in which case performance will be measured through such date, and Mr. Levin will receive a pro-rated portion of the award (based on the years elapsed from the grant date) and any remaining shares will be forfeited. The applicable stock price goals are proportionately lower on the earlier vesting dates. Mr. Levin is not permitted to transfer any shares that vest pursuant to an early vesting election until the tenth anniversary of the grant date.

Upon a termination without Cause or for Good Reason (each as defined in the Employment Agreement) on prior to the fourth anniversary of the grant date, 1,500,000 of the IAC Restricted Shares will vest. Upon a termination without Cause or for Good Reason after the fourth anniversary of the grant date, a pro-rata portion of the IAC Restricted Shares will vest based on the product obtained by multiplying (1) 3,000,000 by (2) a fraction, (a) the numerator of which equals the sum (not to exceed 120) of (i) the number of full and partial months from the grant date through the employment termination date and (ii) twenty-four, and (b) the denominator of which equals 120.

In the event of Mr. Levin's death or disability, the IAC Restricted Shares will vest based on stock price performance through the date of employment termination (taking into account the shortened performance period), subject to pro-rata based on the portion of the ten-year term that has elapsed through the termination date. In addition, the IAC Restricted Shares will vest in full upon a Change in Control (as defined in the RSA Agreement).

Mr. Levin has the right to vote the IAC Restricted Shares prior to vesting and will be entitled to receive ordinary course cash dividends (on a current, unrestricted basis) on the number of shares that would vest on the dividend record date based on stock price performance through the record date. Under the terms of the RSA Agreement, Mr. Levin will share (by forfeiting shares otherwise earned) with IAC employees a portion of the value that he realizes if and to the extent that the award vests, with Mr. Levin sharing a greater proportion of the value increase at higher levels of stock price achievement. The RSA Agreement also provides for the adjustment of the IAC Restricted Shares in the event that IAC spins off Vimeo, Inc.

The above summaries of the Employment Agreement and the RSA Agreement are not complete and are qualified in their entirety by reference to the full text of the agreements, which are attached hereto as Exhibits 10.1 and 10.2, respectively, and incorporated herein by reference.

Item 8.01. Other Events.

On November 5, 2020, Mr. Levin entered into a Voting Agreement (the "Voting Agreement") with Mr. Diller and certain affiliated entities (the "Diller Parties"), providing for the following:

Board Election. The Diller Parties agreed in the Voting Agreement to vote all IAC shares held by them in favor of Mr. Levin's election to the IAC board of directors at each meeting of IAC stockholders at which Mr. Levin stands for election.

Contingent Matters. Prior to the vote being taken on specified Contingent Matters submitted for the approval of IAC's stockholders, Mr. Diller (or following Mr. Diller's death or disability or Mr. Diller ceasing to serve as a director or executive officer of IAC, Alex von Furstenberg or his successor), in consultation with the other Diller Parties, and Mr. Levin will seek agreement on how to vote the IAC shares held by the Diller Parties. If agreement is not reached to support the proposal, the Diller Parties will vote all shares held by them against the proposal. The "Contingent Matters" subject to the above-described provisions include: a material acquisition or disposition of any assets or business; the entry into a material new line of business; and the spin-off or split off to stockholders of (or similar transaction involving) a material business of the Company (excluding Vimeo).

Right of First Discussion. If any of the Diller Parties determines to sell shares of Class B Common Stock, they will discuss selling the shares to Mr. Levin before selling to another party.

Termination. The Voting Agreement will terminate upon a Change-in-Control of IAC (as defined in the Award Agreement) or the termination of Mr. Levin's employment with IAC.

The above summary of the Voting Agreement is not complete and is qualified in its entirety by reference to the full text of the Voting Agreement, which is attached hereto as Exhibit 99.1 and incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description of Exhibit
<u>10.1</u>	<u>Employment Agreement, dated as of November 5, 2020, by and between IAC/InterActiveCorp and Joseph M. Levin.</u>
<u>10.2</u>	<u>Restricted Stock Agreement, dated as of November 5, 2020, by and between IAC/InterActiveCorp and Joseph M. Levin.</u>
<u>99.1</u>	<u>Voting Agreement, dated as of November 5, 2020, by and among Barry Diller, The Arrow 199 Trust, dated September 16, 1999, as amended, The AVF Trust U/A/D February 17, 2016, The TVF Trust U/A/D February 17, 2016, The TALT Trust U/A/D February 17, 2016, and Joseph M. Levin.</u>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

SIGNATURES

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

IAC/INTERACTIVECORP

By: /s/ Gregg Winiarski
Name: Gregg Winiarski
Title: Executive Vice President, General Counsel & Secretary

Date: November 6, 2020

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (“Agreement”) is entered into by and between Joseph Levin (“Executive”) and IAC/InterActiveCorp, a Delaware corporation (the “Company”), on November 5, 2020 (the “Effective Date”).

WHEREAS, the Company desires to continue to employ Executive following the Effective Date, in the capacity described below, on the terms and conditions hereinafter set forth, and Executive is willing to accept such continued employment on such terms and conditions; and

WHEREAS, reference is made to the Voting Agreement (the “Voting Agreement”), dated November 5, 2020, by and among Barry Diller, an individual, the entities identified on Schedule 1 to the Voting Agreement and Executive;

NOW, THEREFORE, in consideration of the mutual agreements hereinafter set forth, Executive and the Company have agreed and do hereby agree as follows:

1A. EMPLOYMENT.

(a) POSITION, INITIAL POWERS/RESPONSIBILITIES AND PERFORMANCE. During the Term (as defined below), the Company shall employ Executive, and Executive shall be employed, as Chief Executive Officer of the Company, with the responsibilities, duties and authority Executive has as of the date of this Agreement, as such responsibilities, duties and authority may change in accordance with this Agreement. During Executive’s employment with the Company, Executive shall use good faith efforts to do and perform all services and acts necessary or advisable to fulfill the duties and responsibilities of Executive’s position and to render such services in accordance with the generally applicable policies of the Company as in effect from time to time and otherwise on the terms set forth herein.

2A. REPORTING. During Executive’s employment with the Company, Executive shall report directly and solely (i) to the Chairman and Senior Executive of the Company, consistent with past practices, so long as Barry Diller holds those positions, or (ii) if Mr. Diller ceases to serve as Chairman and Senior Executive of the Company, to the Board of Directors of the Company (the “Board”) (clauses (i) and (ii) hereinafter referred to as the “Reporting Authority”). During Executive’s employment with the Company, he will be the highest-ranking executive of the Company other than Mr. Diller, and all other executives of the Company will report directly or indirectly to Executive.

(a) ADDITIONAL POWERS/RESPONSIBILITIES. Executive shall have such additional responsibilities, duties and authority with respect to the Company as may reasonably be assigned to Executive from time to time by the Reporting Authority, to the extent consistent with Executive’s position. Commencing at such time Mr. Diller ceases to serve as the Reporting Authority, Executive shall have all such additional responsibilities, duties and authority as are customary for a Chief Executive Officer of public companies of the size, type and nature of the Company.

(b) BOARD SERVICE. Executive currently serves on the Board. During the Term, the Board will nominate Executive for reelection to the Board at the expiration of each term of office as director; at each such expiration, the Company will use efforts consistent with efforts made with respect to other directors nominated by the Company to cause Executive’s reelection to the Board; and Executive agrees to serve as a member of the Board for each period for which he is so elected. If Mr. Diller ceases to serve as Reporting Authority and as Chairman of the Board during the Term, the position of Chairman of the Board shall cease to be an executive position.

3A. FULL-TIME SERVICE AND OTHER ACTIVITIES. Executive agrees to devote all of Executive's working time, attention and efforts to the Company, except for vacations, illness or incapacity; provided that Executive's service as Executive Chairman or member of the Board of Directors of Match Group, Inc. ("Match Group") shall not constitute a breach of Executive's commitment in this sentence. Executive may (i) participate in industry, religious, civic and charitable activities and, with the consent of the Reporting Authority, on corporate boards of directors unrelated to the Company and (ii) manage his and his immediate family's personal investments, so long as such activities do not materially interfere with Executive's performance of his duties hereunder or compete with or present an actual or apparent conflict of interest for the Company, which shall be determined by the General Counsel of the Company in his/her good faith judgment.

(a) LOCATION. Executive's principal place of employment shall be at the Company's offices located in New York, New York.

4A. TERM. The term of this Agreement shall be ten (10) years from the Effective Date (the "Term"); provided, however, that (i) if Executive makes a valid "Extension Election" under the Sign-on Award Agreement (as defined below), the Term shall be twelve (12) years from the Effective Date and (ii) certain terms and conditions herein may specify a greater period of effectiveness. Notwithstanding any other provision of this Agreement to the contrary, Executive's employment with the Company is "at-will" and may be terminated at any time for any reason or no reason, with or without cause, by the Company or Executive (subject to compliance with the provisions of Section 1 of the Standard Terms and Conditions attached hereto). During the Term, Executive's right to payments upon certain terminations of employment is governed by Section 1(d) of the Standard Terms and Conditions attached hereto.

5A. COMPENSATION.

(a) BASE SALARY. During the period that Executive is employed with the Company hereunder, the Company shall pay Executive an annual base salary of \$1,000,000 (the "Base Salary"), payable in equal biweekly installments (or, if different, in accordance with the Company's payroll practice as in effect from time to time). Base Salary may be increased from time to time but may not be decreased (including after any increase). For all purposes under this Agreement, the term "Base Salary" shall refer to the Base Salary as it may be increased from time to time.

(b) DISCRETIONARY BONUS. During the period that Executive is employed with the Company hereunder, Executive shall be eligible to receive discretionary annual bonuses consistent with past practice and reasonably designed to be consistent with Executive's position as Chief Executive Officer of a public company of the size, type and nature of the Company (the "Annual Bonuses"). The Annual Bonuses shall in all cases be determined by the Compensation and Human Resources Committee of the Board of Directors of the Company (the "Compensation Committee") in its sole discretion, based on the factors it deems relevant.

(c) BENEFITS. From the Effective Date through the date of termination of Executive's employment with the Company for any reason, Executive shall be entitled to participate in any perquisite, welfare, health and life insurance and retirement programs as may be adopted from time to time by the Company on a basis that is at least as favorable as that provided to other senior executives of the Company, other than Mr. Diller. Without limiting the generality of the foregoing, Executive shall be entitled to the following benefits:

(i) Reimbursement for Business Expenses. During the period that Executive is employed with the Company hereunder, the Company shall reimburse Executive for all reasonable, necessary and documented expenses incurred by Executive in performing Executive's duties for the Company, on the same basis as similarly situated employees generally and in accordance with the Company's policies as in effect from time to time;

(ii) Vacation. During the period that Executive is employed with the Company hereunder, Executive shall be entitled to paid vacation each year, in accordance with the plans, policies, programs and practices of the Company applicable to similarly situated employees of the Company generally; and

(iii) Travel. During the period that Executive is employed with the Company hereunder, Executive is encouraged to travel, for both business and personal purposes, on corporate aircraft. The incremental cost to the Company of Executive's travel for personal purposes shall be treated as compensation to Executive and shall be taken into account by the Compensation Committee in establishing Executive's overall compensation package.

(d) GRANT OF COMPANY EQUITY AWARDS. In connection with this Agreement, the Company has granted to Executive a performance vesting restricted stock award covering 3,000,000 shares of Company common stock pursuant to the Restricted Stock Award Agreement of even date with this Agreement (as amended from time to time, the "Sign-on Award Agreement").

6A. MATCH EQUITY. Executive shall enter into a plan, pursuant to Rule 10b5-1 of the Securities Exchange Act of 1934, in form and substance reasonably satisfactory to the Company, to sell, prior to the second anniversary of the Effective Date (or such longer period as may be provided for in such plan), at least fifty percent (50%) of the shares of common stock of Match Group beneficially owned by Executive, including all such shares covered by the Match Options (as defined in that certain Employee Matters Agreement entered into in connection with the separation of Match Group from the Company effected on June 30, 2020) that Executive holds as of the date of this Agreement; provided that, if requested by Executive prior to the completion of the sales required by this Section 6A, the Company agrees to discuss with Executive a mutually agreeable extension of the deadline for such sales in light of the relevant circumstances at the time.

7A. NOTICES. All notices and other communications under this Agreement shall be in writing and shall be given by first-class mail, certified or registered with return receipt requested, or by hand delivery, or by overnight delivery by a nationally recognized carrier, in each case to the applicable address set forth below, and any such notice is deemed effectively given when received by the recipient (or if receipt is refused by the recipient, when so refused):

If to the Company: IAC/InterActiveCorp
555 West 18th Street, 6th Floor
New York, NY 10011
Attention: General Counsel

If to Executive: At the most recent address for Executive on file at the Company,

with a copy to

Sullivan & Cromwell LLP
125 Broad Street, New York, NY, 10004
Attention: Marc Trevino

Either party may change such party's address for notices by notice duly given pursuant hereto.

8A. GOVERNING LAW; JURISDICTION.

(a) Section 2 of the Standard Terms and Conditions of this Agreement and the legal relations thus created between the parties hereto (including, without limitation, any dispute arising out of or related to Section 2 of the Standard Terms and Conditions of this Agreement) shall be governed by and construed under and in accordance with the laws of the State of New York applicable to agreements made and to be performed entirely within such State.

(b) Other than Section 2 of the Standard Terms and Conditions of this Agreement, this Agreement and the legal relations thus created between the parties hereto (including, without limitation, any dispute arising out of or related to this Agreement) shall be governed by and construed under and in accordance with the laws of the State of Delaware applicable to agreements made and to be performed entirely within such State.

(c) The Company may seek equitable relief in court as provided for in Section 2 of the Standard Terms and Conditions attached hereto.

(d) Any dispute under this Agreement will be heard and determined before the Delaware Chancery Court located in Wilmington, Delaware, or, if not maintainable therein, then an appropriate federal court located in Wilmington, Delaware, and each party hereto submits itself and its property to the non-exclusive jurisdiction of the foregoing courts with respect to such disputes. Each party hereto (i) agrees that service of process may be made by mailing a copy of any relevant document to the address of the party set forth above, (ii) waives to the fullest extent permitted by law any objection which it may now or hereafter have to the courts referred to above on the grounds of inconvenient forum or otherwise as regards any dispute between the parties hereto arising out of or related to this Agreement, (iii) waives to the fullest extent permitted by law any objection which it may now or hereafter have to the laying of venue in the courts referred to above as regards any dispute between the parties hereto arising out of or related to this Agreement and (iv) agrees that a judgment or order of any court referred to above in connection with any dispute between the parties hereto arising out of or related to this Agreement is conclusive and binding on it and may be enforced against it in the courts of any other jurisdiction. Nothing herein shall prevent the Company from seeking equitable relief in court as provided for in Section 2 of the Standard Terms and Conditions attached hereto.

9A. COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

10A. STANDARD TERMS AND CONDITIONS. Executive expressly understands and acknowledges that the Standard Terms and Conditions attached hereto are incorporated herein by reference, deemed a part of this Agreement and are binding and enforceable provisions of this Agreement. References to “this Agreement” or the use of the term “hereof” shall refer to this Agreement and the Standard Terms and Conditions attached hereto, taken as a whole.

[Signature Page Follows]

IN WITNESS WHEREOF, IAC has caused this Agreement to be executed and delivered by its duly authorized officer and Executive has executed and delivered this Agreement on November 5, 2020.

IAC/INTERACTIVECORP

/s/ Gregg Winiarski

By: Gregg Winiarski

Title: Executive Vice President, General Counsel and Secretary

/s/JOSEPH LEVIN

JOSEPH LEVIN

STANDARD TERMS AND CONDITIONS

1. TERMINATION OF EXECUTIVE'S EMPLOYMENT.

(a) **DEATH.** In the event Executive's employment hereunder is terminated by reason of Executive's death, (i) the Company shall pay Executive's designated beneficiary or beneficiaries, within thirty (30) days of Executive's death in a lump sum in cash, (A) Executive's Base Salary through the end of the month in which death occurs and (B) any other Accrued Obligations (as defined in paragraph 1(f) below), and (ii) Executive's estate shall be entitled to the rights and benefits described in Section 1(d)(i)(C) through (E).

(b) **DISABILITY.** Executive's employment under this Agreement may be terminated by the Company for Disability. "Disability" means the disability of Executive after the expiration of more than one hundred eighty (180) consecutive days after its commencement which is determined to be total and permanent by a physician selected by the Company and reasonably acceptable to Executive, his spouse or a personal representative designated by Executive; provided that Executive shall be deemed to be disabled only following the expiration of ninety (90) days following receipt of a written notice from the Company and such physician specifying that a disability has occurred if within such ninety (90) day period he fails to return to managing the business affairs of the Company. A total disability shall mean mental or physical incapacity that prevents Executive from managing the business affairs of the Company. During any period prior to such termination during which Executive is absent from the full-time performance of Executive's duties with the Company due to Disability, the Company's obligations under this Agreement shall not be limited or modified in any other way, although Executive's Base Salary shall be offset by any amounts payable to Executive under any disability insurance plan or policy provided by the Company. Upon termination of Executive's employment due to Disability, the Company shall pay Executive within thirty (30) days of such termination (i) Executive's Base Salary through the end of the month in which termination occurs in a lump sum in cash, offset by any amounts payable to Executive under any disability insurance plan or policy provided by the Company; and (ii) any other Accrued Obligations (as defined in paragraph 1(f) below).

(c) **TERMINATION FOR CAUSE.** Upon the termination of Executive's employment by the Company for Cause (as defined below), the Company shall have no further obligation hereunder, except for the payment of any Accrued Obligations (as defined in paragraph 1(f) below). As used herein, "Cause" shall mean the occurrence of any of the following after the Effective Date: (i) the plea of guilty or nolo contendere to, or conviction for, the commission of a felony offense by Executive; provided, however, that after indictment, the Company may suspend Executive from the rendition of services, but without limiting or modifying in any other way the Company's obligations under this Agreement; provided, further, that Executive's employment shall be immediately reinstated if the indictment is dismissed or otherwise dropped and there is not otherwise grounds to terminate Executive's employment for Cause; (ii) a willful and material breach by Executive of the covenants made by Executive in Section 2 hereof; (iii) Executive's continued willful and material failure to perform the duties required by this Agreement; or (iv) a willful and material violation by Executive of Company policies pertaining to ethics, wrongdoing or conflicts of interest that results in, or would reasonably be expected to result in material harm to the Company or its reputation; provided, that in no event shall Executive's termination be for "Cause" pursuant to any of clauses (ii), (iii) or (iv) of this paragraph (c) unless (x) an event or circumstance constituting "Cause" shall have occurred and the Company provides Executive with written notice thereof within thirty (30) days after any member of the Board (other than Executive) has knowledge of the occurrence or existence of such event or circumstance, which notice specifically identifies the event or circumstance that the Company believes constitutes Cause, (y) Executive fails to cure the circumstance or event so identified (if curable) within thirty (30) days after the receipt of such notice, and (z) within ninety (90) days of such notice there will have been delivered to Executive a copy of a resolution duly adopted by at least seventy-five percent (75%) of the members of the Board, excluding Executive, after reasonable notice is provided to Executive and Executive is given an opportunity, together with counsel, to be heard before the Board, finding that, in the good faith opinion of such directors, Executive has engaged in conduct constituting Cause and specifying the particulars thereof in reasonable detail (it being understood that the determination of whether Cause occurred is a question of fact and shall be subject to de novo review by the applicable courts in any dispute pursuant to Section 8A without deference to any opinion rendered by such directors).

(d) RESIGNATION BY EXECUTIVE FOR GOOD REASON; TERMINATION BY THE COMPANY OTHER THAN FOR CAUSE, DEATH, OR DISABILITY.

(i) If Executive resigns for Good Reason (as defined below), or if Executive's employment hereunder is terminated prior to the expiration of the Term by the Company for any reason other than Cause, death or Disability, then:

(A) the Company shall continue to pay to Executive the Base Salary for twelve (12) months (the period of Base Salary continuation, the "Severance Period"), such amount to be payable in equal biweekly installments (or otherwise based on the Company's payroll practice as in effect from time to time) over the course of the Severance Period;

(B) the Company shall pay Executive within thirty (30) days of the date of such termination in a lump sum in cash any Accrued Obligations (as defined in paragraph 1(f) below);

(C) for the avoidance of doubt, the Sign-on Award, to the extent then outstanding and unvested, shall vest in accordance with its terms;

(D) any compensation awards of Executive based on, or in the form of, Company equity (e.g., stock options, restricted stock, restricted stock units or similar instruments), other than the restricted stock granted pursuant to the Sign-on Award Agreement, that are outstanding and unvested at the time of such termination but which would, but for a termination of employment, have vested during the twelve (12) month period immediately following such termination of employment, shall vest as of the date of such termination of employment; provided that any outstanding award with a vesting schedule that would, but for a termination of employment, have resulted in a smaller percentage (or none) of the award being vested through the end of the Severance Period than if it vested annually pro rata over its vesting period shall, for purposes of this provision, be treated as though it vested annually pro rata over its vesting period (e.g., if 100 RSUs were granted 2.7 years prior to the date of termination and vested pro rata on the first five anniversaries of the grant date and 100 RSUs were granted 1.7 years prior to the date of termination and vested on the fifth anniversary of the grant date, then on the date of termination 20 RSUs from the first award and 40 RSUs from the second award would vest); and provided further that any amounts that would vest under this provision but for the fact that outstanding performance conditions have not been satisfied shall vest only if, and at such point as, such performance conditions are satisfied (it being understood that performance conditions may be satisfied during the twelve (12) month period following such termination of employment); and

(E) any then vested options to purchase Company equity held by Executive (including options vesting as a result of (D) above), shall remain exercisable through the date that is eighteen (18) months following the date of such termination or, if earlier, through the scheduled expiration date of such options.

(ii) The payment to Executive of the severance benefits described in this Section 1(d) (including any accelerated vesting) shall be subject to Executive's (x) execution within twenty-one (21) days following the date of termination of Executive's employment with the Company (or such longer period as may be required by applicable law), and (y) non-revocation during the applicable revocation period of a general release of the Company and its affiliates, in the form attached as Exhibit A (the "Release") (clauses (x) and (y) of this paragraph, the "Release Conditions"), and Executive's compliance with the restrictive covenants set forth in Section 2 hereof. Executive acknowledges and agrees that the severance benefits described in this Section 1(d) constitute good and valuable consideration for such release.

(iii) For purposes of this Agreement, "Good Reason" shall mean the occurrence of any of the following without Executive's prior written consent: (A) the material reduction in Executive's title, responsibilities, duties or authority as in effect from time to time, (for the avoidance of doubt, it shall be a material adverse change in Executive's title, responsibilities, duties or authority if (1) a material acquisition or disposition of any assets or business, (2) entry into a material new line of business or (3) the spinoff or split off or similar separation of a material business of the Company (including, in the case of this clause (3), a business set forth on Exhibit B hereto, but excluding, in the case of this clause (3), a spin-off, split-off or similar transaction involving Vimeo, Inc.) is approved by the Board over Executive's written objection (which must be provided by Executive reasonably in advance of the Board's approval so long as Executive has reasonable notice of the Board's consideration)), (B) any material reduction in Executive's Base Salary, (C) the relocation of Executive's principal place of employment outside of New York, New York, (D) the failure of the Company to nominate Executive to stand for election to the Board of Directors of the Company or the removal of Executive from the Board of Directors of the Company, other than pursuant to a termination of Executive's employment due to death, Disability or Cause or a voluntary termination of employment without Good Reason, (E) the requirement that Executive report to anyone other than the Reporting Authority, (F) if Mr. Diller ceases to serve as Chairman of the Board, and (1) there is an Executive Chairman of the Board, other than Executive, or (2) any person other than (x) Executive or (y) another member of the Board who has served for at least three (3) years at the time of his/her appointment is elected to serve as Chairman of the Board, (G) any other action or inaction that constitutes a material breach by the Company of this Agreement or (H) a successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company does not assume expressly and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place, provided that in no event shall Executive's resignation be for "Good Reason" unless (x) an event or circumstance constituting "Good Reason" shall have occurred and Executive provides the Company with written notice thereof within thirty (30) days after Executive has knowledge of the occurrence or existence of such event or circumstance, which notice specifically identifies the event or circumstance that Executive believes constitutes Good Reason, (y) the Company fails to correct the circumstance or event so identified within thirty (30) days after the receipt of such notice, and (z) Executive resigns within ninety (90) days after the date of delivery of the notice referred to in clause (x) above.

(iv) For the avoidance of doubt, for purposes of Executive's consideration and evaluation of any spin-off or split-off of a material business (and Executive's decision as to whether to provide written objection to any such transaction), it is Executive's intention to consider any such matter on the merits, without regard to any adjustment to Executive's equity awards (including the award provided for in the Sign-on Award Agreement) that may result from such transaction.

(v) If Executive obtains other full-time employment during the period of time in which the Company is required to make payments to Executive pursuant to Section 1(d)(i)(A) above, the amount of any such remaining payments or benefits to be provided to Executive shall be reduced by the amount of cash compensation earned by Executive from such other full-time employment through the end of such period. For purposes of this Section 1(d)(v), Executive shall have an obligation to inform the Company regarding Executive's employment status following termination and during the period of time in which the Company is making payments to Executive under Section 1(d)(i) above.

(e) **VOLUNTARY TERMINATION BY EXECUTIVE WITHOUT GOOD REASON.** If Executive resigns without Good Reason, the Company shall have no further obligation under this Agreement, except for the payment of any Accrued Obligations.

(f) **ACCRUED OBLIGATIONS.** As used in this Agreement, "Accrued Obligations" shall mean the sum of (i) any portion of Executive's accrued but unpaid Base Salary through the date of death or termination of employment for any reason, as the case may be; (ii) any compensation previously earned but deferred by Executive (together with any interest or earnings thereon) that has not yet been paid and that is not otherwise to be paid at a later date pursuant to the executive deferred compensation plan of the Company, if any, and (iii) any reimbursements that Executive is entitled to receive under Section 5A(c)(i) of the Agreement.

2. CONFIDENTIAL INFORMATION; NON-COMPETITION; NON-SOLICITATION; AND PROPRIETARY RIGHTS.

(a) **CONFIDENTIALITY.** (i) Executive acknowledges that, while employed by the Company, Executive will occupy a position of trust and confidence. The Company, its subsidiaries and/or affiliates shall provide Executive with "Confidential Information" as referred to below. Executive shall not, except as he may reasonably determine to be required or advisable in order to perform Executive's duties hereunder or as required by applicable law, without limitation in time, communicate, divulge, disseminate, disclose to others or otherwise use, whether directly or indirectly, any Confidential Information.

(ii) "Confidential Information" shall mean information about the Company or any of its subsidiaries or affiliates, and their respective businesses, employees, consultants, contractors, clients and customers that is not disclosed by the Company or any of its subsidiaries or affiliates or otherwise generally made available to the public (other than by Executive's breach of the terms hereof) and that was learned or developed by Executive in the course of employment by the Company or any of its subsidiaries or affiliates, including (without limitation) any proprietary knowledge, trade secrets, data, formulae, information and client and customer lists and all papers, resumes, and records (including computer records) of the documents containing such Confidential Information. Executive acknowledges that such Confidential Information is specialized, unique in nature and of great value to the Company and its subsidiaries or affiliates, and that such information gives the Company and its subsidiaries or affiliates a competitive advantage. Executive agrees to deliver or return to the Company, at the Company's request at any time or upon termination or expiration of Executive's employment or as soon thereafter as possible, all documents, computer tapes and disks, records, lists, data, drawings, prints, notes and written information (and all copies thereof) furnished by the Company and its subsidiaries or affiliates or prepared by Executive in the course of Executive's employment by the Company and its subsidiaries or affiliates (other than Executive's contacts and personal phone). Notwithstanding any provision to the contrary herein or in any other agreement between the Company and Executive, the Company acknowledges and agrees that personal information, data or other material ("Personal Materials") shall be and remain the sole property of Executive, and that upon termination of Executive's employment for any reason, Executive shall be entitled to retain all Personal Materials and a copy of Executive's calendar and contacts, whether residing or stored on devices or items furnished by the Company or its affiliates or otherwise. As used in this Agreement, "affiliates" shall mean any company controlled by, controlling or under common control with the Company.

(iii) Anything herein to the contrary notwithstanding, the provisions of this Section 2(a) shall not apply to information that (A) was known to the public prior to its disclosure to Executive; (B) becomes generally known to the public subsequent to disclosure to Executive through no wrongful act of Executive or any representative of Executive; or (C) Executive is required to disclose by applicable law, regulation or legal process (provided that Executive provides the Company with prior notice of the contemplated disclosure and cooperates with the Company at its expense in seeking a protective order or other appropriate protection of such information).

(iv) Notwithstanding the foregoing or anything herein to the contrary, nothing contained herein shall prohibit Executive from (A) filing a charge with, reporting possible violations of federal law or regulation to, participating in any investigation by, or cooperating with any governmental agency or entity or making other disclosures that are protected under the whistleblower provisions of applicable law or regulation and/or (B) communicating directly with, cooperating with, or providing information (including trade secrets) in confidence to, any federal, state or local government regulator (including, but not limited to, the U.S. Securities and Exchange Commission, the U.S. Commodity Futures Trading Commission, or the U.S. Department of Justice) for the purpose of reporting or investigating a suspected violation of law, or from providing such information to Executive's attorney or in a sealed complaint or other document filed in a lawsuit or other governmental proceeding. Pursuant to 18 USC Section 1833(b), Executive will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made: (x) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (y) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

(b) **NON-COMPETITION.** (i) In consideration of this Agreement, and for other good and valuable consideration provided hereunder, the receipt and sufficiency of which are hereby acknowledged by Executive, Executive hereby agrees and covenants that, during Executive's employment hereunder and for a period of twenty-four (24) months thereafter (the "Restricted Period"), Executive shall not, without the prior written consent of the Company, directly or indirectly, engage in or become associated with a Competitive Activity; provided, however, that Executive's service as Executive Chairman or other member of the Board of Directors of Match Group shall not constitute a violation of this Section 2(b).

(ii) For purposes of this Section 2(b), (A) a "Competitive Activity" means any business or other endeavor involving Similar Products if such business or endeavor is in a country (including the United States) in which the Company (or any of its businesses) provides, planned to provide or is otherwise developing during Executive's employment hereunder, such Similar Products; (B) "Similar Products" means any products or services that are the same or similar to any of the types of products or services that the Company (or any of its businesses) provides, has provided, planned to provide or is otherwise developing during Executive's employment hereunder; and (C) Executive shall be considered to have become "associated with a Competitive Activity" if Executive becomes directly or indirectly involved as an owner, principal, employee, officer, director, independent contractor, representative, stockholder, financial backer, agent, partner, member, advisor, lender, consultant or in any other individual or representative capacity with any individual, partnership, corporation or other organization that is engaged in a Competitive Activity.

(iii) Notwithstanding the foregoing, Executive may make and retain investments during the Restricted Period, for investment purposes only, in less than five percent (5%) of the outstanding capital stock of any publicly-traded corporation engaged in a Competitive Activity if the stock of such corporation is either listed on a national stock exchange or on the NASDAQ National Market System if Executive is not otherwise affiliated with such corporation. Executive acknowledges that Executive's covenants under this Section 2(b) are a material inducement to the Company's entering into this Agreement.

(c) NON-SOLICITATION OF EMPLOYEES. Executive recognizes that he will possess Confidential Information about other employees, consultants and contractors of the Company and its subsidiaries or affiliates relating to their education, experience, skills, abilities, compensation and benefits, and inter-personal relationships with suppliers to and customers of the Company and its subsidiaries or affiliates. Executive recognizes that the information he will possess about these other employees, consultants and contractors is not generally known, is of substantial value to the Company and its subsidiaries or affiliates in developing their respective businesses and in securing and retaining customers, and will be acquired by Executive because of Executive's business position with the Company. Executive agrees that, during Executive's employment hereunder and for a period of twenty-four (24) months thereafter, Executive will not, directly or indirectly, hire or solicit or recruit any employee of (i) the Company and/or (ii) its subsidiaries and/or affiliates with whom Executive has had direct contact during his employment hereunder, in each case, for the purpose of being employed by Executive or by any business, individual, partnership, firm, corporation or other entity on whose behalf Executive is acting as an agent, representative or employee and that Executive will not convey any such Confidential Information or trade secrets about employees of the Company or any of its subsidiaries or affiliates to any other person except within the scope of Executive's duties hereunder. Anything to the contrary herein notwithstanding, it shall not be deemed a violation of this Section 2(c) if an entity with which Executive is associated hires or engages any employee of the Company or its subsidiaries or affiliates with a title below the level of vice president, so long as Executive was not, directly or indirectly, involved in hiring, soliciting or recruiting such person.

(d) NON-SOLICITATION OF BUSINESS PARTNERS. During Executive's employment hereunder, and for a period of twenty-four (24) months thereafter, Executive shall not, without the prior written consent of the Company, persuade or encourage any business partners or business affiliates of (i) the Company and/or (ii) any of its subsidiaries and/or affiliates, in each case, to cease doing business with the Company and/or any of its subsidiaries and/or affiliates or to engage in any business competitive with the Company and/or its subsidiaries and/or affiliates.

(e) PROPRIETARY RIGHTS; ASSIGNMENT. All Employee Developments (defined below) shall be considered works made for hire by Executive for the Company or, as applicable, its subsidiaries or affiliates, and Executive agrees that all rights of any kind in any Employee Developments belong exclusively to the Company. In order to permit the Company to exploit such Employee Developments, Executive shall promptly and fully report all such Employee Developments to the Company. Except in furtherance of his obligations as an employee of the Company, Executive shall not use or reproduce any portion of any record associated with any Employee Development without prior written consent of the Company or, as applicable, its subsidiaries or affiliates. Executive agrees that in the event actions of Executive are required to ensure that such rights belong to the Company under applicable laws, Executive will cooperate and take whatever such actions are reasonably requested by the Company, whether during or after the Term, and without the need for separate or additional compensation. "Employee Developments" means any idea, know-how, discovery, invention, design, method, technique, improvement, enhancement, development, computer program, machine, algorithm or other work of authorship, developed or conceived during employment and reduced to practice during or following the period of employment, that (i) concerns or relates to the actual or anticipated business, research or development activities, or operations of the Company or any of its subsidiaries or affiliates, or (ii) results from or is suggested by any undertaking assigned to Executive or work performed by Executive for or on behalf of the Company or any of its subsidiaries or affiliates, whether created alone or with others, during or after working hours, or (iii) uses, incorporates or is based on Company equipment, supplies, facilities, trade secrets or inventions of any form or type. All Confidential Information and all Employee Developments are and shall remain the sole property of the Company or any of its subsidiaries or affiliates. Executive shall acquire no proprietary interest in any Confidential Information or Employee Developments developed or acquired during the Term (other than Executives' contacts). To the extent Executive may, by operation of law or otherwise, acquire any right, title or interest in or to any Confidential Information or Employee Development (other than Executives' contacts), Executive hereby assigns and covenants to assign to the Company all such proprietary rights without the need for a separate writing or additional compensation. Executive shall, both during and after the Term, upon the Company's request, promptly execute, acknowledge, and deliver to the Company all such assignments, confirmations of assignment, certificates, and instruments, and shall promptly perform such other acts, as the Company may from time to time in its discretion deem necessary or desirable to evidence, establish, maintain, perfect, enforce or defend the Company's rights in Confidential Information and Employee Developments.

(f) SURVIVAL OF PROVISIONS. The obligations contained in this Section 2 shall, to the extent provided in this Section 2, survive the termination or expiration of Executive's employment with the Company and, as applicable, shall be fully enforceable thereafter in accordance with the terms of this Agreement. If it is determined by a court of competent jurisdiction that any restriction in this Section 2 is excessive in duration or scope or is unreasonable or unenforceable under applicable law, it is the intention of the parties that such restriction may be modified or amended by the court to render it enforceable to the maximum extent permitted by applicable law.

3. TERMINATION OF PRIOR AGREEMENTS. Effective as of the Effective Date, this Agreement, the Sign-on Award Agreement, the Voting Agreement and any agreements between Executive and the Company relating to then-outstanding equity award agreements (which remain outstanding) constitute the entire agreement between the parties (including any predecessor of the Company) and, as of the Effective Date, terminate and supersede any and all prior agreements and understandings (whether written or oral) between the parties (including any predecessor of the Company) with respect to the subject matter of this Agreement, including the Employment Agreement, by and between Executive and IAC/InterActiveCorp, effective November 21, 2017. Executive acknowledges and agrees that neither the Company nor anyone acting on its behalf has made, and is not making, and in executing this Agreement, Executive has not relied upon, any representations, promises or inducements except to the extent the same is expressly set forth in this Agreement.

4. ASSIGNMENT; SUCCESSORS. This Agreement is personal in its nature and none of the parties hereto shall, without the consent of the others, assign or transfer this Agreement or any rights or obligations hereunder; provided, that, in the event of the merger, consolidation, reorganization, recapitalization, spinoff, transfer, or sale of all or substantially all of the assets of the Company or similar transaction (a "Transaction") with or to any other individual or entity, this Agreement shall, subject to the provisions hereof, be binding upon and inure to the benefit of such successor and such successor shall discharge and perform all the promises, covenants, duties, and obligations of the Company hereunder, and in the event of any such Transaction, all references herein to the "Company" shall refer to the Company's successor hereunder.

5. WITHHOLDING. The Company shall make such deductions and withhold such amounts from each payment and benefit made or provided to Executive hereunder, as may be required from time to time by applicable law, governmental regulation or order.

6. SECTION 409A OF THE INTERNAL REVENUE CODE.

(a) This Agreement is not intended to constitute a “nonqualified deferred compensation plan” within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended, and the rules and regulations issued thereunder (“Section 409A”). It is intended that any amounts payable under this Agreement and the Company’s and Executive’s exercise of authority or discretion hereunder shall comply with and avoid the imputation of any tax, penalty or interest under Section 409A. This Agreement shall be construed and interpreted consistent with that intent.

(b) For purposes of this Agreement, a “Separation from Service” occurs when Executive dies, retires or otherwise has a termination of employment with the Company that constitutes a “separation from service” within the meaning of Treasury Regulation Section 1.409A-1(h)(1), without regard to the optional alternative definitions available thereunder.

(c) If Executive is a “specified employee” within the meaning of Treasury Regulation Section 1.409A-1(i) as of the date of Executive’s Separation from Service, Executive shall not be entitled to any payment or benefit pursuant to Section 1(d) that constitutes nonqualified deferred compensation under Section 409A until the earlier of (i) the date which is six (6) months after his Separation from Service for any reason other than death, or (ii) the date of Executive’s death. The provisions of this paragraph shall only apply if, and to the extent, required to avoid the imputation of any tax, penalty or interest pursuant to Section 409A. Any amounts otherwise payable to Executive upon or in the six (6) month period following Executive’s Separation from Service that are not so paid by reason of this Section 6(c) shall be paid (without interest) as soon as practicable after the date that is six (6) months after Executive’s Separation from Service (or, if earlier, as soon as practicable after the date of Executive’s death).

(d) To the extent that any reimbursement pursuant to this Agreement is taxable to Executive, Executive shall provide the Company with documentation of the related expenses promptly so as to facilitate the timing of the reimbursement payment contemplated by this paragraph, and any reimbursement payment due to Executive pursuant to such provision shall be paid to Executive on or before the last day of Executive’s taxable year following the taxable year in which the related expense was incurred. Such reimbursement obligations pursuant to this Agreement are not subject to liquidation or exchange for another benefit and the amount of such benefits that Executive receives in one taxable year shall not affect the amount of such benefits that Executive receives in any other taxable year.

(e) In no event shall the Company be required to pay Executive any “gross-up” or other payment with respect to any taxes or penalties imposed under Section 409A with respect to any benefit paid to Executive hereunder. The Company agrees to take any reasonable steps requested by Executive to avoid adverse tax consequences to Executive as a result of any benefit to Executive hereunder being subject to Section 409A, provided that Executive shall, if requested, reimburse the Company for any incremental costs (other than incidental costs) associated with taking such steps. All payments to be made upon a termination of employment under this Agreement may only be made upon a “separation from service” under Section 409A.

(f) For purposes of Section 409A, Executive's right to receive any "installment" payments pursuant to this Agreement shall be treated as a right to receive a series of separate and distinct payments.

7. HEADING REFERENCES. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose. References to "this Agreement" or the use of the term "hereof" shall refer to these Standard Terms and Conditions and the Employment Agreement attached hereto, taken as a whole.

8. REMEDIES FOR BREACH. Executive expressly agrees and understands that the remedy at law for any breach by Executive of Section 2 of these Standard Terms and Conditions will be inadequate and that damages flowing from such breach are not usually susceptible to being measured in monetary terms. Accordingly, it is acknowledged that, upon Executive's violation of any provision of such Section 2, the Company shall be entitled to obtain from any court of competent jurisdiction immediate injunctive relief and obtain a temporary order restraining any threatened or further breach as well as an equitable accounting of all profits or benefits arising out of such violation. Nothing in this Agreement shall be deemed to limit the Company's remedies at law or in equity for any breach by Executive of any of the provisions of this Agreement, including Section 2, which may be pursued by or available to the Company.

9. WAIVER; MODIFICATION. Failure to insist upon strict compliance with any of the terms, covenants, or conditions hereof shall not be deemed a waiver of such term, covenant, or condition, nor shall any waiver or relinquishment of, or failure to insist upon strict compliance with, any right or power hereunder at any one or more times be deemed a waiver or relinquishment of such right or power at any other time or times. This Agreement shall not be modified in any respect except by a writing executed by each party hereto.

10. SEVERABILITY. In the event that a court of competent jurisdiction determines that any portion of this Agreement is in violation of any law or public policy, only the portions of this Agreement that violate such law or public policy shall be stricken. All portions of this Agreement that do not violate any statute or public policy shall continue in full force and effect. Further, any court order striking any portion of this Agreement shall modify the stricken terms as narrowly as possible to give as much effect as possible to the intentions of the parties under this Agreement.

11. INDEMNIFICATION. The Company shall indemnify and hold Executive harmless for acts and omissions in Executive's capacity as an officer, director or employee of the Company to the maximum extent permitted under applicable law; provided, however, that neither the Company, nor any of its subsidiaries or affiliates shall indemnify Executive for any losses incurred by Executive as a result of acts described in Section 1(c) of this Agreement. The Company shall also advance, and keep current, Executive's legal fees and expenses in such matter(s), subject to an undertaking from Executive to repay such advances if it shall be finally determined by a judicial decision that Executive was not entitled to advancement or reimbursement of such fees and expenses.

[Signature Page Follows]

ACKNOWLEDGED AND AGREED:

Date: November 5, 2020

IAC/INTERACTIVECORP

/s/ Gregg Winiarski

By: Gregg Winiarski

Title: Executive Vice President, General Counsel and Secretary

/s/JOSEPH LEVIN

JOSEPH LEVIN



DATE

NAME

ADDRESS

Dear NAME:

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, IAC/InterActiveCorp (the "Company") and you hereby agree to the severance of your employment with the Company upon the following terms and conditions of this agreement (this "Agreement"):

1. Effective as of DATE (the "End Date"), you are hereby terminated from your employment as TITLE, and from any and all other positions you occupy as an officer, director, or employee of the Company or any subsidiary or affiliate of the Company, and each such employment relationship between the Company or any subsidiary or affiliate of the Company and you is hereby terminated in all respects, except as expressly provided herein. The End Date shall be the date of termination of your employment for purposes of participation in and coverage under all benefit plans and programs sponsored by or through the Company, except as otherwise provided herein or under the terms of the benefit plans, or as required by law.

2. (a) In exchange for the general release in paragraph 9 below and other promises contained herein, you are entitled to the rights and benefits set forth in Section 1(d) of the Standard Terms and Conditions of the Employment Agreement, by and between you and the Company, dated [DATE], 2020 (the "Employment Agreement"), and (ii) Section 3(c) of the Sign-on Award Agreement (as defined in the Employment Agreement). All such payments and benefits will be subject to all applicable tax withholdings and other payroll deductions.

(b) You hereby agree and acknowledge that the payments and/or benefits provided in paragraph 2(a) exceed any payments, benefits, or other things of value to which you might otherwise be entitled under any policy, plan, or procedure of the Company or any of its subsidiaries or affiliates or pursuant to any prior agreement or contract with the Company or its any of its subsidiaries or affiliates.

3. To the extent the Company will be making any payment to you on or after the End Date, the Company shall have the right to deduct from such payments any personal account balances or other amounts due by you to the Company or any subsidiary or affiliate of the Company.
4. As of the End Date, you are entitled to your vested account balance, if any, in the Company's Retirement Savings Plan, subject to the terms and conditions of such plan. The Company will provide you with a summary of the procedures for all such benefits to be transferred, if you so choose, to a new or existing individual retirement account established by you. You are also entitled to your vested account balance, if any, in the Company's Executive Deferred Compensation Plan, subject to the terms and conditions of such plan.
5. Your short-term and long-term disability insurance coverage provided by the Company ends on the End Date. Long-term disability insurance, to the extent you currently participate in that plan, may be converted to an individual plan (and information about that option will be forwarded to you under separate cover).
6. Your coverage under the Company's Health and Welfare Benefits Plan, to the extent you currently participate in that plan, will end on the last day of the calendar month of the End Date, *i.e.*, END DATE. If you wish to continue your participation and that of your eligible dependents in the Company's group health, dental, vision, and/or flexible spending account plans after the coverage ends, you may do so under applicable federal law (*i.e.*, "COBRA") by calling bswift COBRA Services at 866-365-2413. All Group Life and Accidental Death and Dismemberment Insurance, to the extent you currently participate in those plans, may be converted to individual plans (and information about those options will be forwarded to you under separate cover).
7. To the extent provided therein, your obligations under any company policy to which you were subject during your employment and which survive termination of your employment shall survive the severance of your employment provided for herein.
8. During your employment at the Company and/or any of its subsidiaries or affiliates, you may have been granted stock options and/or restricted stock units and/or restricted stock by the Company or such subsidiary or affiliate. All terms and conditions of each applicable stock option agreement or restricted stock unit agreement or restricted stock agreement, and the terms and conditions of the applicable plan corresponding thereto (collectively, the "Equity Agreements"), including the forfeiture provisions thereof, shall remain unchanged and in full force and effect. You may contact Salomon Smith Barney at 866-493-3128 to determine the status of any stock options and/or restricted stock units and/or restricted stock that you may have.
9. (a) For and in consideration of the payments provided for and promises made by the Company herein and other good and valuable consideration, you and your heirs, executors, administrators, trustees, legal representatives, and assigns (collectively, the "Releasers") hereby waive, release, and forever discharge the Company and its subsidiaries and affiliates, and its and their respective divisions, branches, predecessors, successors, assigns, and past or present directors, officers, employees, agents, partners, members, stockholders, representatives, attorneys, consultants, independent contractors, trustees, administrators, insurers, and fiduciaries, in their individual and representative capacities (collectively, the "Releasees"), of and from any and all actions, causes of action, complaints, charges, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands (including attorneys' fees, costs, and disbursements actually incurred), whether known or unknown, at law or in equity, suspected or unsuspected, of every kind and nature whatsoever related to your employment with or severance from the Company, including without limitation with respect to wrongful or tortious termination, constructive discharge, breach of implied or express employment contracts and/or estoppel, discrimination and/or retaliation, libel, slander, non-payment of wages or other compensation, including grants of stock options or any other equity compensation, in each case under any federal, state, or local laws, statutes, rules, or regulations of any type or description, including without limitation under Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; the Age Discrimination in Employment Act; the Rehabilitation Act; the National Labor Relations Act; the Fair Labor Standards Act; the Americans With Disabilities Act; the Family Medical Leave Act; the Employee Retirement Income Security Act; the Reconstruction Era Civil Rights Act; the New York State Executive Law, and the New York City Human Rights Law, each as amended, and any other claim of discrimination, harassment, or retaliation in employment (whether based on federal, state, or local law, statutory or decisional), which the Releasers or any of them ever had, now have, or hereafter shall or may have against the Releasees or any of them for, upon, or by reason of any matter, cause, or thing whatsoever from the beginning of the world to the date that you sign this Agreement. Without limiting the generality of the foregoing, except as expressly set forth in this Agreement, the Releasers expressly waive any right or claim for reinstatement of employment, back pay, interest, bonuses, damages, accrued vacation, accrued sick leave, medical, dental, optical, or hospitalization benefits, accidental death and dismemberment coverage, long-term disability coverage, stock or other interests in the Company or any subsidiary or affiliate thereof, life insurance benefits, overtime, severance pay, and/or attorneys' fees or costs with respect to or derivative of such employment with the Company or the severance thereof.

(b) You acknowledge and agree that by virtue of the foregoing, you have waived any relief available to you (including without limitation monetary damages, equitable relief, and reinstatement) under any of the claims and/or causes of action waived in paragraph 9. You therefore agree that you will not seek or accept any award of damages or settlement relating to any purported damages from any source or proceeding (including but not limited to any proceeding brought by any other person or by any government agency) with respect to any claim or right waived in this Agreement. Notwithstanding anything to the contrary set forth in this paragraph 9, you do not release, waive, or discharge the Company from (i) any claims to seek to enforce this Agreement or (ii) any claims for indemnification, advancement of expenses or contribution with respect to any liability incurred by you as a director or officer of the Company.

(c) For the purpose of implementing a full and complete release and discharge of the Releasees, you acknowledge that this Agreement is intended to include in its effect, without limitation, all claims or other matters described in this paragraph 9 that neither party knows or suspects to exist in your favor at the time of execution hereof, and that this Agreement contemplates the extinguishment of any and all such claims or other such matters. The Releasees who are not a party to this Agreement are third-party beneficiaries of this Agreement and are entitled to enforce its provisions.

(d) This release contained in this paragraph 9 specifically excludes (i) your rights and the Company's obligations under Section 1(d) of the Standard Terms and Conditions of the Employment Agreement, (ii) Section 3(c) of the Sign-on Award Agreement (as defined in the Employment Agreement, and (iii) the right to indemnification and/or advancement you have or may have under Section 11 of the Standard Terms and Conditions of the Employment Agreement, the by-laws and/or certificate of incorporation of the Company or any of its subsidiaries or affiliates or as an insured under any director's and officer's liability insurance policy now or previously in force. Nothing contained in this Release shall release you from your obligations, including any obligations to abide by restrictive covenants, under the Employment Agreement that continue or are to be performed following termination of employment.

10. (a) You agree that you will preserve the confidentiality of this Agreement and not discuss or disclose its existence, substance, or contents to anyone and that you will not make any statements to third parties about the circumstances of the termination of your employment, in each case except as required by law; provided, however, that you may disclose the existence, substance, and contents of this Agreement to your immediate family and household members, and to your legal and financial advisors who need to know such information, so long as they have been advised by you of the confidentiality of such information and have agreed to maintain its confidentiality.

(b) The Company hereby informs you that, notwithstanding any provision of this Agreement to the contrary, an individual may not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (i) is made in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law, or (ii) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding. Further, an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the employer's trade secrets to the attorney and use the trade secret information in the court proceeding if the individual files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order. In addition, notwithstanding anything in this Agreement to the contrary, nothing in this Agreement shall impair your rights under the whistleblower provisions of any applicable federal law or regulation or, for the avoidance of doubt, limit your right to receive an award for information provided to any government authority under such law or regulation.

11. You represent that you do not have in your possession or custody, and have not failed to return to the Company, all property belonging to the Company, including but not limited to laptop computer, cell phone, keys, access cards for buildings and office floors, and confidential business information and documents.

12. This Agreement and all matters or issues related hereto shall be governed by the laws of the State of New York applicable to contracts entered into and performed therein (without reference to its principles of conflicts of laws). The Company and you hereby submit to the jurisdiction of all state courts in the State of New York sitting in New York County, and of the United States District Court for the Southern District of New York, for the purposes of the enforcement of this Agreement. The parties acknowledge that such courts have jurisdiction to interpret and enforce the provisions of this Agreement, and the parties consent to, and waive any and all objections that they may have as to, personal jurisdiction and/or venue in such courts.

13. (a) This Agreement is binding upon, and shall inure to the benefit of, the parties and their respective heirs, executors, administrators, successors, and assigns.

(b) This Agreement is not intended, and shall not be construed, as an admission that any of the Releasees has violated any federal, state, or local law (statutory or decisional), ordinance, or regulation, breached any contract, or committed any wrong whatsoever against you or anyone else.

(c) Except for the Equity Agreements, if any, this Agreement contains the entire understanding of the parties hereto relating to the subject matter of this Agreement and supersedes any and all prior agreements or understandings between the parties hereto with respect thereto, and can be changed only by a writing signed by all parties hereto. No waiver shall be effective against any party unless in writing and signed by the party against whom such waiver shall be enforced.

14. All notices and other communications hereunder shall be deemed to be sufficient if in writing and delivered in person or by a nationally recognized courier service, addressed, if to you, to the address set forth above; and if to the Company, to:

General Counsel
IAC/InterActiveCorp
555 West 18th Street
New York, NY 10011

or to such other address as you or the Company may have furnished to the other party in writing. Each notice delivered in person or by overnight courier shall be deemed given when delivered or when delivery is attempted and refused.

15. In case any provision contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect by any court or administrative body with competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect the remaining provisions hereof, which shall remain in full force and effect. Any provision so determined to be invalid, illegal, or unenforceable shall be reformed so that it is valid, legal, and enforceable to the fullest extent permitted by law; or, if such reformation is impossible, then this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein; provided that, upon any finding by a court of competent jurisdiction that this Agreement is illegal and/or unenforceable, you hereby agree to execute and deliver an agreement in substantially the same form as this Agreement, modified to the extent necessary so as to constitute a legal and enforceable agreement. Additionally, you agree that any breach by you of paragraphs 9, 10, and/or 11 shall constitute a material breach of this Agreement as to which the applicable Releasees may seek all relief available under the law.

16. This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement.

17. You acknowledge and agree that, in deciding whether to execute this Agreement, you have read this Agreement and have had at least twenty-one (21) days to consider its terms and effects and to ask any questions that you may have of anyone, and that you have executed this Agreement voluntarily and with full understanding of its terms and its effects on you, and that no fact, evidence, event, or transaction currently unknown to you but which may later become known to you will affect in any way or manner the final and unconditional nature of this Agreement. You further acknowledge that: (a) the release provided for herein is granted in exchange for the receipt of consideration that exceeds the amount to which you would otherwise be entitled upon termination of your employment; (b) the waiver of rights under this Agreement is knowing and voluntary as required under the Older Workers Benefit Protection Act; (c) you are hereby advised by the Company in writing to consult with an attorney, tax, and/or financial advisor of your choice before signing this Agreement, and that the Company has not provided to you any legal, tax, or financial advice in connection with the same; and (d) you have had answered to your satisfaction any questions you have asked with regard to the meaning and significance of any terms or provisions of this Agreement. After signing this Agreement, you shall have seven (7) days (the "Revocation Period") to revoke your decision by delivering to the Company at the above address a notarized written notice of your desire to revoke the Agreement by no later than the last day of the Revocation Period. This Agreement shall become effective automatically upon the expiration of the Revocation Period if you do not revoke it in the aforesaid manner (the "Effective Date"). If the last day of the Revocation Period falls on a Saturday, Sunday, or legal holiday, the last day of the Revocation Period will be deemed to be the next business day. In the event that you do not accept this Agreement as set forth above, or in the event that you revoke this Agreement in the manner set forth above, the obligation of the Company to provide the payments and/or benefits described in paragraph 2(a) of this Agreement shall immediately become null and void.

BY SIGNING THIS AGREEMENT, YOU STATE THAT:

- (a) YOU HAVE READ THIS AGREEMENT AND HAVE HAD SUFFICIENT TIME TO CONSIDER ITS TERMS;
- (b) YOU UNDERSTAND ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND KNOW THAT YOU ARE GIVING UP IMPORTANT RIGHTS;
- (c) YOU AGREE WITH EVERYTHING IN THIS AGREEMENT;
- (d) YOU ARE AWARE OF YOUR RIGHT TO CONSULT WITH AN ATTORNEY BEFORE SIGNING THIS AGREEMENT, HAVE BEEN ADVISED OF SUCH RIGHT, AND HAD SUFFICIENT TIME TO CONSULT WITH AN ATTORNEY;
- (e) YOU HAVE SIGNED THIS AGREEMENT KNOWINGLY AND VOLUNTARILY; AND
- (f) THIS AGREEMENT INCLUDES A RELEASE BY YOU OF ALL KNOWN AND UNKNOWN CLAIMS AS DESCRIBED IN THIS AGREEMENT.

If the foregoing correctly sets forth our mutual understanding, please sign on the next page and have notarized one copy of this Agreement and return it to the undersigned after the End Date, whereupon this letter shall constitute a binding agreement between us.

Sincerely,

IAC/InterActiveCorp

By: _____
SIGNER
SIGNER TITLE, IAC

I, NAME, acknowledge that I have been given at least twenty-one (21) days from the date of this Agreement to consider the terms contained herein and that I have seven (7) days after signing this Agreement in which to rescind my acceptance hereof. I also acknowledge that I have been advised to consult with a lawyer prior to signing this Agreement. I knowingly and voluntarily agree to and accept the terms outlined in this Agreement without reservation and fully understand all of its terms.

ACCEPTED AND AGREED:

NAME Date

On this ____ day of _____ 2011, before me personally came NAME to me known and known to me to be the person described in and who executed this Agreement, and she duly acknowledged to me that she executed the same.

Notary Public

Material Businesses Covered by Clause (A)(3) of the definition of Good Reason

Dotdash

Care.com

ANGI Homeservices Inc.

For purposes of clause (A)(3) of the definition of Good Reason, Dotdash, Care.com and ANGI Homeservices Inc., as they exist on the date of this Agreement, shall be illustrative of businesses that are material to the Company as it exists on the date of this Agreement.

RESTRICTED STOCK AGREEMENT

THIS RESTRICTED STOCK AGREEMENT (this “**Agreement**”), dated as of November 5, 2020 (the “**Effective Date**”), is between IAC/InterActiveCorp (“**IAC**”) and Joseph Levin (“**Executive**”).

Reference also is made to the Employment Agreement (“**Employment Agreement**”), by and between Executive and IAC, of even date herewith. Capitalized terms used in this Agreement, to the extent not defined, shall have the meanings set forth in the IAC/InterActiveCorp 2013 Stock and Annual Incentive Plan (the “**Plan**”).

1. **Definitions**

(a) “**Cause**” shall have the meaning ascribed to such term in the Employment Agreement.

(b) “**CAGR**” shall have the meaning set forth on **Exhibit A** to this Agreement.

(c) “**Change in Control**” shall have the meaning set forth in the IAC/InterActiveCorp 2018 Stock and Annual Incentive Plan (“**2018 Plan**”); provided, however, that the occurrence of the following shall also constitute a Change in Control for purposes of this Agreement (with capitalized terms in the excerpt below having the meanings set forth in the 2018 Plan):

The acquisition by any individual entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Exchange Act), other than a Permitted Holder, of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of equity securities of the Company representing both (a) more than 35% of the voting power of the then Outstanding Company Voting Securities and (b) more than the aggregate voting power of the then Outstanding Company Voting Securities represented by the equity securities held by the Permitted Holders; *provided, however*, that for purposes of this item, the following acquisitions shall not constitute a Change in Control: (A) any acquisition by IAC, (B) any acquisition directly from IAC, (C) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by IAC or any corporation controlled by IAC, or (D) any acquisition by Executive or his Affiliates.

(d) “**Disability**” shall have the meaning ascribed to such term in the Employment Agreement.

(e) “**Early Settlement Election**” means Executive’s election to settle the Award, effective on the sixth, seventh, eighth or ninth anniversary of the Effective Date, as applicable, by providing written notice to IAC no earlier than one year prior to the early settlement date and no later than one hundred eighty days prior to the early settlement date.

(f) **“Extension Election”** means an extension of the performance period for the Award from ten years to twelve years, if Executive requests such extension by providing written notice to IAC during the period beginning on the fourth anniversary of the Effective Date and ending on the sixth anniversary of the Effective Date, in accordance with Section 4A of the Employment Agreement, provided that the Board of Directors of IAC, following discussion with Executive, agrees that such extension is reasonable in light of the relevant circumstances at the time.

(g) **“Good Reason”** shall have the meaning ascribed to such term in the Employment Agreement.

(h) **“IAC Class B Common Stock”** means Class B common stock of IAC, \$0.001 par value per share.

(i) **“IAC Common Stock”** means common stock of IAC, \$0.001 par value per share.

(j) **“IAC FMV”** means the average of the closing prices of a share of IAC Common Stock on the NASDAQ Stock Market (or other applicable exchange) on the five trading days preceding the date of measurement.

(k) **“Pro-Ration Factor”** means a fraction (not to exceed 1), (i) the numerator of which equals the number of full and partial months from the Effective Date through the employment termination date, and (ii) the denominator of which equals 120.

(l) **“Qualifying Termination”** means a termination of Executive’s employment by IAC without Cause (other than as a result of death or Disability) or by Executive for Good Reason.

(m) **“Voting Agreement”** means the Voting Agreement, of even date herewith, by and among Barry Diller, the Diller Parties (as defined therein) and Executive.

2. **Restricted Stock Award.**

(a) **Award Grant.** IAC hereby grants to Executive on the Effective Date an award of 3,000,000 shares of Restricted Stock (the **“Award”**) under the Plan. The shares of Restricted Stock granted pursuant to the Award shall be issued in the form of a book entry of shares in Executive’s name as soon as reasonably practicable after the Grant Date. The book entry relating to the Award shall include a notation reflecting the restrictions on transfer applicable to the shares of Restricted Stock covered by the Award.

(b) *Restrictions on Transfer.* Until such time (and to such extent) as the Award vests, and, in the case of vesting of the Award in connection with an Early Settlement Election, until the tenth anniversary of the Effective Date, neither the Award, nor the shares of IAC Common Stock covered by the Award, shall be transferable by Executive by means of sale, assignment, exchange, encumbrance, pledge, hedge or otherwise; *provided, however*, that Executive may transfer shares of Restricted Stock to Executive’s spouse or children (collectively, “**Family Members**”), trusts for the benefit of such Family Members, family limited partnerships or family limited liability companies the partners or members of which are any of the foregoing, and, upon the death of Executive, Executive’s executor, administrator and heirs (each, a “**Permitted Transfer**”), in each case subject to the vesting of such shares and the forfeiture of such shares if they do not vest in accordance with the terms of this Agreement; *provided further*, that in each case no Permitted Transfer shall be effective unless and until the transferee of the shares of Restricted Stock executes and delivers to IAC an appropriate document, satisfactory to IAC, in which such Permitted Transferee agrees that it shall be bound in the same manner as Executive by, and that its beneficial ownership of any shares of Restricted Stock covered by the Award shall be subject to, all the terms and conditions provided in this Agreement, including the vesting and forfeiture provisions. Notwithstanding the foregoing, any rights or obligations under this Agreement that arise in connection with a termination of employment shall be based on Executive’s termination of employment with IAC.

3. Vesting of Award

(a) *Regular Vesting.* Subject to the terms and conditions of this Agreement, the provisions of the Plan and Executive’s continuous employment through the ten year anniversary of the Effective Date, the Award will vest based on the IAC FMV as of the tenth anniversary of the Effective Date with respect to the number of shares of IAC Common Stock determined in accordance with the “Regular Vesting Matrix” below and Executive shall forfeit any portion of the Award that does not so vest:

Regular Vesting Matrix

<i>IAC FMV</i>	<i>Number of Shares</i>
less than \$157.99	0
\$157.99	500,000
\$201.04	2,000,000
\$254.37	2,750,000
\$320.12 or greater	3,000,000

The “Number of Shares” earned for an IAC FMV between \$157.99 and \$201.04, between \$201.04 and \$254.37 or between \$254.37 and \$320.12 shall be determined by straight line interpolation.

(b) *Early Settlement Election.* If Executive makes a valid Early Settlement Election, then, subject to the terms and conditions of this Agreement, the provisions of the Plan and Executive’s continuous employment through the applicable Effective Date anniversary designated in the Early Settlement Election notice, the Award will vest with respect to the number of shares of IAC Common Stock determined in accordance with the “Early Settlement Vesting Matrix” below based on the IAC FMV on the applicable Effective Date anniversary and Executive shall forfeit any portion of the Award that does not so vest; *provided, however*, that Executive agrees that he shall not transfer or dispose of any such vested shares of IAC Common Stock prior to the tenth anniversary of the Effective Date and that IAC and Executive will make arrangements that are reasonably satisfactory to IAC to ensure Executive’s compliance with this transfer restriction.

Early Settlement Vesting Matrix

Early Vesting Date	IAC FMV	Number of Shares
6 th Anniversary (6 yrs = 60%)	\$ 143.13	300,000
	\$ 165.39	1,200,000
	\$ 190.47	1,650,000
	\$ 218.65	1,800,000
7 th Anniversary (7 yrs = 70%)	\$ 146.71	350,000
	\$ 173.66	1,400,000
	\$ 204.76	1,925,000
	\$ 240.51	2,100,000
8 th Anniversary (8 yrs = 80%)	\$ 150.38	400,000
	\$ 182.35	1,600,000
	\$ 220.12	2,200,000
	\$ 264.56	2,400,000
9 th Anniversary (9 yrs = 90%)	\$ 154.13	450,000
	\$ 191.46	1,800,000
	\$ 236.63	2,475,000
	\$ 291.02	2,700,000

The “Number of Shares” earned on any Early Vesting Date for achievement between two IAC FMVs shall be determined by straight line interpolation.

(c) *Qualifying Termination.* Upon a Qualifying Termination, the Award will vest with respect to the number of shares of IAC Common Stock determined in accordance with the “Qualifying Termination Vesting Matrix” below and Executive shall forfeit any portion of the Award that does not so vest.

Qualifying Termination Vesting Matrix	
Employment Termination Date	Number of Shares
On or prior to 4 th Anniversary of the Effective Date	1,500,000
After 4th Anniversary of the Effective Date	Pro rata, based on the product obtained by multiplying (1) 3,000,000 by (2) a fraction, (a) the numerator of which equals the sum (not to exceed 120) of (i) the number of full and partial months from the Effective Date through the employment termination date and (ii) twenty-four, and (b) the denominator of which equals 120.

(d) *Death or Disability.* If Executive’s employment with IAC terminates due to Executive’s death or Disability, then, Executive or Executive’s estate shall remain eligible to earn a number of shares of IAC Common Stock equal to the product obtained by multiplying (i) the “Number of Shares” determined by the “Death or Disability Matrix” set forth below by (ii) the Pro-Ration Factor.

Death or Disability Vesting Matrix

<i>Performance</i>	<i>Number of Shares</i>
Less than Tier 1	0
Tier 1	500,000
Tier 2	2,000,000
Tier 3	2,750,000
Tier 4	3,000,000

The “Number of Shares” earned for achievement between Tier 1 and Tier 2, between Tier 2 and Tier 3 or between Tier 3 and Tier 4 shall be determined by straight line interpolation.

(e) *Termination for Cause.* If Executive’s employment with IAC is terminated for Cause or if Executive resigns in anticipation of being terminated for Cause, then Executive immediately shall forfeit any then unvested portion of the Award. This remedy shall be without prejudice to, or waiver of, any other remedies IAC and/or its Subsidiaries and/or its Affiliates may have in such event.

(f) *Other Terminations of Employment.* Upon any termination of Executive’s employment with IAC for any reason, prior to the vesting of the Award, other than a termination of Executive’s employment covered by Section 3(c) or Section 3(d), any unvested portion of the Award shall be forfeited and canceled in its entirety effective immediately upon such event.

(g) *Change in Control.* The Award shall vest in full upon the consummation of a Change in Control.

(h) *Additional Vesting Conditions.* The vesting of the Award pursuant to Section 3(c) and Section 3(d) shall be subject to the satisfaction of the Release Conditions (as defined in the Employment Agreement).

(i) *Vesting Limits/Award Sharing.* Notwithstanding anything to the contrary contained in this Agreement, upon a vesting event under this Section 3, Executive will forfeit the Shared Award Shares (as defined in **Exhibit B** hereto) as determined in accordance with **Exhibit B** hereto and the value of any such Shared Award Shares shall be allocated by the Compensation Committee among employees of IAC and its subsidiaries with a presumptive emphasis on employees whose annual compensation falls in the bottom quartile of annual compensation of all employees of IAC and its subsidiaries as determined in the reasonable discretion of the Compensation Committee after taking into account the recommendation of Executive if Executive is an employee of IAC as of the date of such determination by the Compensation Committee.

4. Adjustments

The Award, including the applicable performance goals, shall be subject to adjustment pursuant to Section 3(d) of the Plan, as determined by the Compensation Committee or the Board (with Executive recusing himself from any such Board determination) in a reasonable, good faith manner designed to be consistent with the underlying principles and overall intent and thrust of the arrangements entered into on the date of this Agreement, including (a) this Agreement, (b) the Voting Agreement and (c) the Employment Agreement. Notwithstanding the immediately preceding sentence, in the event that IAC effectuates a spinoff or other distribution or pro rata transaction to the stockholders of IAC (including a rights offering or similar transaction) relating to the equity interests of Vimeo, Inc. (or a holding company for IAC's and its subsidiaries' equity interests in Vimeo, Inc.) owned by IAC and its subsidiaries ("**Vimeo Spinoff**"), unless Executive and IAC otherwise agree, the Award and the applicable performance goals shall be adjusted as set forth in **Exhibit C** to this Agreement.

5. Release of Shares

Subject to Executive's satisfaction of the tax obligations described immediately below under "Taxes and Withholding," and the requirements of Section 3(b) of this Agreement, evidence of the removal of the restrictions on shares of Restricted Stock that have vested under this Agreement shall be provided to Executive as soon as practicable following the date on which the restrictions on such shares of Restricted Stock have lapsed. Notwithstanding the foregoing, IAC shall be entitled to maintain the restrictions on transfer applicable to the shares of Restricted Stock that have vested under this Agreement until IAC or the agent selected by IAC to administer the Plan (the "**Agent**") has received from Executive: (i) a duly executed Form W-9 or W-8, as applicable or (ii) payment for any federal, state, local or foreign taxes of any kind required by law to be withheld with respect to such Award.

6. Taxes and Withholding

No later than the date as of which an amount in respect of any portion of the Award first becomes includible in Executive's gross income for federal, state, local or foreign income or employment or other tax purposes, IAC or its Subsidiaries and/or Affiliates shall deduct any federal, state, local or foreign taxes of any kind required by law to be withheld with respect to such amount due to Executive by reducing the number of shares of IAC Common Stock issued upon settlement of the Award that gives rise to the withholding requirement. In the event shares of IAC Common Stock are deducted to cover tax withholdings, the number of shares of IAC Common Stock withheld shall generally have a value based on the IAC FMV equal to the aggregate amount of IAC's withholding obligation on the same date. If the event that any such deduction and/or withholding is prohibited by law, Executive shall, prior to or contemporaneously with the vesting of the Award, pay to IAC, or make arrangements satisfactory to IAC regarding the payment of, any federal, state, local or foreign taxes of any kind required by law to be withheld with respect to such amount.

7. [RESERVED]

8. **Rights as a Stockholder**

Except as otherwise specifically provided in the Plan or this Agreement, Executive shall have, with respect to the shares of Restricted Stock covered by the Award, all of the rights of a stockholder of IAC holding shares of IAC Common Stock, including, if applicable, the right to vote the shares of Restricted Stock; *provided, however*, that (a) cash dividends on shares of restricted IAC Common Stock covered by the Award shall be paid solely with respect to the number of shares of restricted IAC Common Stock determined in accordance with the “Ordinary Cash Dividend Determination Matrix” set forth below, and (b) subject to any adjustment pursuant to Section 3(d) of the Plan, dividends payable in shares of IAC Common Stock shall be paid in the form of shares of Restricted Stock, held subject to the vesting of the shares of Restricted Stock covered by the Award.

Ordinary Cash Dividend Determination Matrix

<i>Performance</i>	<i>Number of Shares</i>
Below Tier 1	0
Tier 1	500,000
Tier 2	2,000,000
Tier 3	2,750,000
Tier 4	3,000,000

The “Number of Shares” with respect to which ordinary cash dividends shall be paid with respect to any given dividend record date for achievement between Tier 1 and Tier 2, between Tier 2 and Tier 3 or between Tier 3 and Tier 4 shall be determined by straight line interpolation.

9. **Conflicts and Interpretation**

In the event of any conflict between this Agreement and the Plan, the Plan shall control; *provided* that (a) an action or provision that is permissive under the terms of the Plan, and required under this Agreement, shall not be deemed a conflict and this Agreement shall control and (b) in all other cases the Plan shall be interpreted in a manner that gives maximum effect to the terms of this Agreement. In the event of any ambiguity in this Agreement, or any matters as to which this Agreement is silent, the Plan shall govern including, without limitation, the provisions thereof pursuant to which the Compensation Committee has the power, among others, to: (x) interpret the Plan, (y) prescribe, amend and rescind rules and regulations relating to the Plan and (z) make all other determinations deemed necessary or advisable for the administration of the Plan; *provided* that, in the event of a dispute between IAC and Executive, Section 12 of this Agreement will apply and the court need not give deference to any Compensation Committee interpretation.

10. **Amendment**

This Agreement and the Award shall not be modified in any respect except by a writing executed by each party hereto.

11. **Data Protection**

The acceptance of the Award constitutes Executive's authorization of the release from time to time to IAC or any of its Subsidiaries or Affiliates and to the Agent (together, the "Relevant Companies") of any and all personal or professional data that is necessary or desirable for the administration of the Award and/or the Plan (the "Relevant Information"). Without limiting the above, this authorization permits Executive's employing company to collect, process, register and transfer to the Relevant Companies all Relevant Information (including any professional and personal data that may be useful or necessary for the purposes of the administration of the Award and/or the Plan and/or to implement or structure any further grants of equity awards (if any)). The acceptance of the Award also constitutes Executive's authorization of the transfer of the Relevant Information to any jurisdiction in which IAC, Executive's employing company or the Agent considers appropriate. Executive shall have access to, and the right to change, the Relevant Information, which will only be used in accordance with applicable law.

12. **Governing Law; Jurisdiction**

This Agreement and the legal relations thus created between the parties hereto (including, without limitation, any dispute arising out of or related to this Agreement) shall be governed by and construed under and in accordance with the internal laws of the State of Delaware without reference to its principles of conflicts of laws. Any dispute under this Agreement will be heard and determined before the Delaware Chancery Court located in Wilmington, Delaware, or, if not maintainable therein, then in an appropriate federal court located in Wilmington, Delaware, and each party hereto submits itself and its property to the non-exclusive jurisdiction of the foregoing courts with respect to such disputes. Each party hereto (a) agrees that service of process may be made by mailing a copy of any relevant document to the address of the party set forth in the Employment Agreement, (b) waives to the fullest extent permitted by law any objection which it may now or hereafter have to the courts referred to above on the grounds of inconvenient forum or otherwise as regards any dispute between the parties hereto arising out of or related to this Agreement, (c) waives to the fullest extent permitted by law any objection which it may now or hereafter have to the laying of venue in the courts referred to above as regards any dispute between the parties hereto arising out of or related to this Agreement and (d) agrees that a judgment or order of any court referred to above in connection with any dispute between the parties hereto arising out of or related to this Agreement is conclusive and binding on it and may be enforced against it in the courts of any other jurisdiction.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed and delivered by its duly authorized officer and Executive has executed and delivered this Agreement on November 5, 2020.

IAC/INTERACTIVECORP

/s/ Gregg Winiarski

By: Gregg Winiarski

Title: Executive Vice President, General Counsel and Secretary

/s/JOSEPH LEVIN

JOSEPH LEVIN

“**CAGR**” shall mean, with respect to a specified period of years (including partial years), the compounded annual growth rate, expressed as a percentage, rounded to four decimal places, in the value of IAC Common Stock during such period calculated as:

$$(A/B)^{1/C} \text{ minus } 1$$

where:

“A” equals the IAC FMV on the date of measurement;

“B” equals \$123.42; and

“C” equals the number of years, including any fraction of a year, from the Effective Date through the date of measurement.

Illustrative Example of CAGR Calculation

$$(A/B)^{1/C} \text{ minus } 1$$

“A” equals **\$350**, the IAC FMV on the sixth anniversary of the Effective Date;

“B” equals **\$123.42**, the IAC FMV on the Effective Date; and

“C” equals **6**.

$$(\$350/\$123.42)^{1/6} \text{ minus } 1 = 18.9726\% \text{ CAGR}$$

For purposes of the “Death or Disability Vesting Matrix” and the “Ordinary Cash Dividend Determination Matrix”:

“**Tier 1**” means achievement of the CAGR implied by the second row of the “Regular Vesting Matrix” (\$157.99) for the period from the Effective Date through the date of Executive’s termination of employment due to death or Disability, in the case of the Death or Disability Vesting Matrix, or through the applicable dividend record date in the case of the Ordinary Cash Dividend Determination Matrix.

“**Tier 2**” means achievement of the CAGR implied by the third row of the “Regular Vesting Matrix” (\$201.04) for the period from the Effective Date through the date of Executive’s termination of employment due to death or Disability, in the case of the Death or Disability Vesting Matrix, or through the applicable dividend record date in the case of the Ordinary Cash Dividend Determination Matrix.

“**Tier 3**” means achievement of the CAGR implied by the fourth row of the “Regular Vesting Matrix” (\$254.37) for the period from the Effective Date through the date of Executive’s termination of employment due to death or Disability, in the case of the Death or Disability Vesting Matrix, or through the applicable dividend record date in the case of the Ordinary Cash Dividend Determination Matrix.

“**Tier 4**” means achievement of the CAGR implied by the fifth row of the “Regular Vesting Matrix” (\$320.12 or greater) for the period from the Effective Date through the date of Executive’s termination of employment due to death or Disability, in the case of the Death or Disability Vesting Matrix, or through the applicable dividend record date in the case of the Ordinary Cash Dividend Determination Matrix.

Shared Value

1. Operative Provisions

- a. If the CAGR for the period from the Effective Date through the date the Award vests is between 2.5% and 5.0%, then the “Shared Value” shall equal the product obtained by multiplying (i) the total number of shares of IAC Common Stock covered by the Award that would vest (without regard to this sharing mechanic) by (ii) the Final IAC FMV by (iii) 5%.
- b. If the CAGR for the period from the Effective Date through the date the Award vests is between 5.01% and 7.5%, then the “Shared Value” shall equal the sum of the following items:

10% of (A minus B)

5% of B

where:

“A” equals the product obtained by multiplying (i) the total number of shares of IAC Common Stock covered by the Award that would vest (without regard to this sharing mechanic) by (ii) the Final IAC FMV

“B” equals the Band 1 MEVBS

- c. If the CAGR for the period from the Effective Date through the date the Award vests is between 7.51% and 15.0%, then the “Shared Value” shall equal the sum of the following items:

20% of (A minus B)

10% of (B minus C)

5% of C

where:

“A” equals the product obtained by multiplying (i) the total number of shares of IAC Common Stock covered by the Award that would vest (without regard to this sharing mechanic) by (ii) the Final IAC FMV

“B” equals the Band 2 MEVBS

“C” equals the Band 1 MEVBS

- d. If the CAGR for the period from the Effective Date through the date the Award vests is between 15.01% and 20%, then the “Shared Value” shall equal the sum of the following items:

50% of (A minus B)

20% of (B minus C)

10% of (C minus D)

5% of D

where:

“A” equals the product obtained by multiplying (i) the total number of shares of IAC Common Stock covered by the Award that would vest (without regard to this sharing mechanic) by (ii) the Final IAC FMV

“B” equals the Band 3 MEVBS

“C” equals the Band 2 MEVBS

“D” equals the Band 1 MEVBS

- e. If the CAGR for the period from the Effective Date through the date the Award vests exceeds 20.00%, then the “Shared Value” shall equal the sum of the following items:

80% of (A minus B)

50% of (B minus C)

20% of (C minus D)

10% of (D minus E)

5% of E

where:

“A” equals the product obtained by multiplying (i) the total number of shares of IAC Common Stock covered by the Award that would vest (without regard to this sharing mechanic) by (ii) the Final IAC FMV

“B” equals the Band 4 MEVBS

“C” equals the Band 3 MEVBS

“D” equals the Band 2 MEVBS

“E” equals the Band 1 MEVBS

2. Definitions:

- a. “**Band 1 MEVBS**” shall equal “A” times “B,” where “A” is the per share price of IAC Common Stock assuming a 5.0% CAGR from the Effective Date through the date that the Award vests (the “**Applicable CAGR**”) and “B” is the maximum number of Shares of IAC Common Stock covered by the Award that vests based on the Applicable CAGR.
- b. “**Band 2 MEVBS**” shall equal “A” times “B,” where “A” is the per share price of IAC Common Stock assuming a 7.5% CAGR from the Effective Date through the date that the Award vests (the “**Applicable CAGR**”) and “B” is the maximum number of Shares of IAC Common Stock covered by the Award that vests based on the Applicable CAGR.
- c. “**Band 3 MEVBS**” shall equal “A” times “B,” where “A” is the per share price of IAC Common Stock assuming a 15% CAGR from the Effective Date through the date that the Award vests (the “**Applicable CAGR**”) and “B” is the maximum number of Shares of IAC Common Stock covered by the Award that vests based on the Applicable CAGR.
- d. “**Band 4 MEVBS**” shall equal “A” times “B,” where “A” is the per share price of IAC Common Stock assuming a 20.0% CAGR from the Effective Date through the date that the Award vests (the “**Applicable CAGR**”) and “B” is the maximum number of Shares of IAC Common Stock covered by the Award that vests based on the Applicable CAGR.
- e. “**Final IAC FMV**” means the average of the closing prices of IAC Common Stock on the five trading days preceding the date on which the Award vests.
- f. “**MEVBS**” means the Maximum Earned Value Before Sharing.
- g. “**Shared Award Shares**” shall equal the quotient, rounded down to the nearest whole share, obtained by dividing “Shared Value” by the Final IAC FMV.

Vimeo Spinoff

In the event of a Vimeo Spinoff:

1. Executive shall receive in respect of each share of IAC Common Stock then covered by the Award, the same number and kind of shares that every other holder of IAC Common Stock receives in the Vimeo Spinoff, except that the shares received by Executive shall be restricted shares that are subject to the restrictions on transfer and the vesting requirements described in this ***Exhibit C***.
 2. This IAC Restricted Stock Agreement shall be amended and restated, effective upon completion of the Vimeo Spinoff, to reflect the terms described below.
 - a. The shares of IAC Common Stock covered by the Award shall remain outstanding, without adjustment, other than any changes made to all shares of IAC Common Stock in order to effectuate the Vimeo Spinoff.
 - b. The definition of CAGR shall be revised to replace the reference to "\$123.42" with a value ("***Adjusted Starting Value***") equal to the product obtained by multiplying (i) \$123.42 by a fraction, the numerator of which is the average closing price of IAC Common Stock on the five trading days following the consummation of the Vimeo Spinoff ("***IAC 5-day Average***") and the denominator of which is the sum of the IAC 5-day Average and the average closing price of the publicly traded common stock of Vimeo ("***Vimeo Common Stock***") on the five trading days following the consummation of the Vimeo Spinoff ("***Vimeo 5-day Average***").
 - c. The stock prices set forth in the Regular Vesting Matrix and the Early Settlement Vesting Matrix shall be adjusted to reflect the Adjusted Starting Value.
 3. Vimeo and Executive shall enter into a restricted stock agreement ("***Vimeo Restricted Stock Agreement***") covering the shares of restricted Vimeo Common Stock received by Executive pursuant to Section 1 of this ***Exhibit C*** (the "***Vimeo Award***"), effective upon completion of the Vimeo Spinoff, to reflect the terms described below:
 - a. Except as otherwise noted in this Section 3, the Vimeo Restricted Stock Agreement will have the same terms and conditions as the IAC Restricted Stock Agreement, except that, unless otherwise noted, references to IAC shall be replaced with references to Vimeo.
 - b. For purposes of the Vimeo Restricted Stock Agreement, references to specified numbers of shares of IAC Common Stock shall be replaced with references to a number of shares of Vimeo Common Stock based on the number of shares of Vimeo Common Stock received in respect of one share of IAC Common Stock in the Vimeo Spinoff.
 - c. For purposes of the Vimeo Restricted Stock Agreement, requirements regarding continuous service shall be measured based on Executive's continuous service on the Board of Directors of Vimeo, it being understood that Executive's failure to be elected to the Board of Directors at a time when Executive has agreed to serve as director will constitute a termination without Cause under the Vimeo Restricted Stock Agreement .
 - d. For purposes of the Vimeo Restricted Stock Agreement, the reference to "\$123.42" contained in the definition of "CAGR" shall be replaced with a value (the "***Vimeo Starting Value***") equal to the product obtained by multiplying (i) \$123.42 by (ii) a fraction, (A) the numerator of which is the Vimeo 5-day Average, and (B) the denominator of which is the sum of the IAC 5-day Average and Vimeo 5-day Average.
-

- e. For purposes of the Vimeo Restricted Stock Agreement, the stock prices set forth in the Regular Vesting Matrix and the Early Settlement Vesting Matrix shall each be adjusted to reflect the Vimeo Starting Value.
- f. The definition of “Change in Control” for purposes of the Vimeo Restricted Stock Agreement will mirror the definition that applies to the IAC Restricted Stock Agreement, except that the relevant entity for purposes of the definition will be Vimeo, rather than IAC.
- g. Upon a Change in Control, a designated percentage of the Vimeo Award will vest as set forth below based on the timing of the Change in Control relative to the Effective Date:

Change in Control Date	% of Vimeo Award
Prior to 3 rd Anniversary	30%
Between 3 rd and 4 th Anniversary	40%
Between 4 th and 5 th Anniversary	50%
Between 5 th and 6 th Anniversary	60%
Between 6 th and 7 th Anniversary	70%
Between 7 th and 8 th Anniversary	80%
Between 8 th and 9 th Anniversary	90%
Between 9 th and 10 th Anniversary	100%

- 4. Executive may bifurcate the Early Settlement Election under the IAC Restricted Stock Agreement and the Vimeo Restricted Stock Agreement, i.e., Executive may choose to exercise the Early Settlement Election at one company but not the other or at one time with respect to one company and at a different time with respect to the other company.
- 5. No “Extension Election” for the Vimeo Award.
- 6. Mr. Levin will “share” 10% of the value of the Vimeo shares he earns with Vimeo employees (allocation to be determined by the Vimeo Compensation Committee in consultation with Mr. Levin among employees of Vimeo and its subsidiaries with a presumptive emphasis on employees whose annual compensation falls in the bottom quartile of annual compensation of all employees of Vimeo and its subsidiaries as determined in the reasonable discretion of the Vimeo Compensation Committee). The sharing concept will operate in a manner consistent with Section 3(i) of the Agreement in the sense that it will operate as a forfeiture of shares representing the shared portion of the award.

VOTING AGREEMENT

THIS VOTING AGREEMENT (this "Agreement") is entered into by and among Barry Diller, an individual ("Diller"), the entities identified on Schedule 1 hereto (collectively with Diller, the "Diller Parties") and Joseph M. Levin, an individual ("Levin" and, collectively with the Diller Parties, the "Shareholders" and each a "Shareholder") on November 5, 2020.

WHEREAS, as of the date hereof, the Shareholders hold shares of common stock, par value \$0.001 per share ("Company Common Stock"), of IAC/InterActiveCorp (the "Company") and/or shares of Class B Common Stock, par value \$0.001 per share, of the Company ("Company Class B Common Stock" and together with the Company Common Stock, the "Company Common Shares") in the respective amounts set forth on Schedule 2;

WHEREAS, the entry by the Shareholders into this Agreement and the transactions contemplated hereby have been approved, for purposes of Section 203 of the Delaware General Corporation Law, by the board of directors of the Company (the "Board"); and

WHEREAS, the Shareholders desire to enter into this Agreement in order to set forth certain agreements among them with respect to the voting of the Covered Shares (as defined below) by the Diller Parties and the other matters as provided herein;

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **CERTAIN DEFINITIONS.**

As used in this Agreement, the following terms have the respective meanings set forth below.

"Agreement" has the meaning set forth in the Preamble.

"AVF" means Alex von Furstenberg, an individual.

"AVF's Departure" means the first to occur of (i) AVF's death, (ii) AVF's Disability or (iii) AVF ceasing to be a director of the Company.

"Board" has the meaning set forth in the Recitals.

"Business Day" means any day that is not a Saturday, a Sunday or other day on which banks are required or authorized by law to be closed in the City of New York.

"Change in Control" has the meaning set forth in the Restricted Stock Agreement, of even date herewith, between Levin and the Company.

"Charitable Organization" means an entity that is exempt from taxation under Section 501(c)(3) or Section 501(c)(4) of the United States Internal Revenue Code of 1986, as amended (or any successor provisions thereto) (whether a determination letter with respect to such successor's exemption is issued before, at or after the relevant determination date), and further includes any successor entity of similar status.

“Company” means IAC/InterActiveCorp and shall include any successor entity thereto.

“Company Class B Common Stock” has the meaning set forth in the Recitals.

“Company Common Shares” has the meaning set forth in the Recitals.

“Company Common Stock” has the meaning set forth in the Recitals.

“Contingent Matter” has the meaning set forth in Section 2(b).

“Covered Shares” at any time means all Voting Securities held at such time by any of the Diller Parties or with respect to which any of the Diller Parties has the power to vote.

“Designee” means (i) prior to AVF’s Departure, AVF, or (ii) following AVF’s Departure, the Family Designee.

“Diller” has the meaning set forth in the Preamble.

“Diller’s Departure” means the first to occur of (i) Diller’s death, (ii) Diller’s Disability or (iii) Diller ceasing to serve as an executive officer or a director of the Company.

“Diller Parties” has the meaning set forth in the Preamble and shall include any transferee of a Diller Party that executes and delivers a joinder agreement pursuant to Section 4.

“Disabled” means the total disability of an individual after the expiration of more than one hundred eighty consecutive days after its commencement, which is determined to be total and permanent by such person’s personal physician or another physician reasonably acceptable to both (i) such individual, his spouse or a personal representative designated by such individual and (ii) Levin; provided that such individual shall be deemed to be disabled only following the expiration of ninety days following receipt of a written notice from such physician specifying that a total disability has occurred if within such ninety-day period he fails to return to participating in the management of the business affairs of the Company consistent with his duties. “Total disability” shall mean mental or physical incapacity that prevents the specified individual from participating in the management of the business affairs of the Company consistent with his duties.

“Distribution Transaction” means any transaction pursuant to which some or all of the equity interests of a Subsidiary of the Company, other than Vimeo, Inc. (or a holding company for the Company’s and its Subsidiaries’ equity interests in Vimeo, Inc.) (a “Spinco”) are or will be distributed, directly or indirectly (whether by redemption, recapitalization, dividend, share distribution, merger or otherwise) to all or substantially all of the holders of one or more classes of the common stock of the Company (such holders of one or more such classes, “Holders”), on a pro rata basis with respect to each such class (other than with respect to the payment of cash in lieu of fractional shares), or some or all of the equity interests of such Spinco are made available to be acquired by Holders (including through any rights offering, exchange offer, exercise of subscription rights or other offer made available to Holders), on a pro rata basis with respect to each such class (other than with respect to the payment of cash in lieu of fractional shares), whether voluntary or involuntary.

“Family Designee” means an individual designated from time to time by those Family Members and Family Entities holding a majority of the shares of Company Class B Common Stock owned by the Family Entities.

“Family Entity” means any general or limited partnership, corporation, limited liability company, trust or other legal entity that is wholly owned, directly or indirectly, by, or as to which the sole beneficiaries of any shares of capital stock of the Company held by such entity are, Diller and/or one or more of his Family Members (provided that any private foundation or Charitable Organization to which no person other than Diller and/or his Family Members is an investment advisor shall be permitted to be an additional beneficiary of shares of capital stock and shall be a Family Entity).

“Family Member” means with respect to any individual, the spouse of such individual or the lineal descendants of such individual and/or of his spouse or the respective parents, grandparents, siblings or lineal descendants of siblings of such individual or his spouse (in the case of Diller, including Diane von Furstenberg, AVF and Tatiana von Furstenberg). Lineal descendants shall include adopted persons.

“Levin” has the meaning set forth in the Preamble.

“Person” means any individual, corporation, limited liability company, limited or general partnership, joint venture, association, joint-stock company, trust, unincorporated organization, government or any agency or political subdivisions thereof or any Group comprised of two or more of the foregoing.

“Shareholders” has the meaning set forth in the Preamble.

“Subsidiary” means, with respect to any Person, any corporation or other entity of which at least a majority of the voting power of the voting equity securities or equity interest is owned, directly or indirectly, by such Person.

“Transfer” of Company Common Shares means, directly or indirectly, to sell, transfer, assign, pledge, encumber, hypothecate or similarly dispose of, either voluntarily or involuntarily, or to enter into any contract, option or other agreement, arrangement or understanding with respect to the sale, transfer, assignment, pledge, encumbrance, hypothecation or similar disposition of, such Company Common Shares; provided, however, that, (i) neither a merger or consolidation in which the Company is a constituent corporation nor the conversion of Company Class B Stock into Company Common Stock shall be deemed to be the Transfer of any Company Common Shares (provided, that a significant purpose of any such transaction is not to avoid the provisions of this Agreement) and (ii) any *bona fide* financing arrangement or transaction with respect to which Company Common Shares are collateral shall not be deemed to be a Transfer of such Company Common Shares until such time as such Company Common Shares are foreclosed upon.

“Voting Securities” at any time means the shares of any class of capital stock of the Company which are then entitled to vote generally in the election of directors.

2. VOTING ON CERTAIN MATTERS.

(a) Each of the Diller Parties will vote all Covered Shares held by him or it and entitled to vote thereon in favor of the election of Levin as a member of the Board at each stockholder meeting at which Levin stands for such election.

(b) In the event that any of the matters specified in clauses (i) through (iii) below (any such matter, a “Contingent Matter”) is presented to the stockholders of the Company for approval or the stockholders of the Company propose to act by written consent on any such matter, Diller, in consultation with the other Diller Parties, and Levin will seek to agree upon how the Covered Shares will be voted on such matter. If an agreement is reached as to how the Covered Shares are to be voted on such matter, the Diller Parties will vote all Covered Shares entitled to vote thereon as so agreed. In the event an agreement is not reached on how the Covered Shares are to be voted on such Contingent Matter, the Diller Parties will vote all Covered Shares entitled to vote thereon against such proposal. The Contingent Matters shall be:

- (i) any material acquisition or disposition by the Company or its Subsidiaries of any assets or business;
- (ii) entering material new lines of business; and
- (iii) any Distribution Transaction in respect of any material business of the Company.

From and after Diller’s Departure, all references to Diller in this Section 2(b) and Section 2(c) shall be deemed to be references to the Designee.

(c) Requirement to Advise Board. With respect to any Contingent Matter, prior to the time the Board approves such matter Diller and Levin shall notify the Board whether an agreement has been reached on how the Diller Parties intend to vote the Covered Shares (and in the case of agreement, whether in favor or against). In the case it has been agreed that the Covered Shares will be voted in favor of such matter, absent a material change in circumstances relevant to the matter (including any material amendment or waiver relating to any agreement entered into in connection with such matter), which change was not reasonably foreseeable at the time of such notification, such notification shall be binding upon the Diller Parties, and the Diller Parties shall vote the Covered Shares in the manner so notified.

(d) Cooperation. The Diller Parties will each (i) attend all meetings of Company stockholders in person or by proxy for purposes of obtaining a quorum, and (ii) execute or not execute all written consents in lieu of meetings, as applicable, in each case in accordance with the terms of this Agreement.

3. NO LIMITATIONS IN CAPACITY AS DIRECTOR OR OFFICER.

Each of Diller and Levin is signing this Agreement solely in his capacity as an individual, and nothing contained in this Agreement shall be deemed to limit or restrict either Diller or Levin (or, following Diller's Departure, if applicable, the Designee) from the exercise of his fiduciary duties in accordance with applicable law in his capacity as a member of the Board or an officer of the Company.

4. TRANSFEREES OF COMPANY CLASS B COMMON STOCK.

The Diller Parties may voluntarily Transfer any shares of Company Class B Common Stock to any Person; provided, that if such Person is a Permitted Holder (as defined in the IAC/InterActiveCorp 2018 Stock and Annual Incentive Plan), the transferee shall have duly executed and delivered to Levin a joinder to this Agreement in the form attached as Schedule 3 hereto agreeing to be bound hereunder as a Diller Party. If the Person to whom a Diller Party Transfers shares of Company Class B Common Stock is not a Permitted Holder, such transferee shall not be required to execute a joinder to this Agreement and this Agreement shall not be binding upon such Person.

5. RIGHT OF FIRST DISCUSSION.

If any of the Diller Parties determines to sell to a Person other than another Permitted Holder shares of Company Class B Common Stock that are Covered Shares, such party will discuss selling the shares to Levin before selling to another Person.

6. REPRESENTATIONS AND WARRANTIES OF LEVIN.

Levin hereby represents and warrants to the Diller Parties that (a) Levin has the power and authority to enter into this Agreement and to carry out his obligations hereunder, (b) the execution and delivery of this Agreement by Levin have been duly authorized by all necessary action on the part of Levin and no other actions on the part of Levin are necessary to authorize this Agreement, (c) this Agreement has been duly executed and delivered by Levin and constitutes a valid and binding obligation of Levin, and, assuming this Agreement constitutes a valid and binding obligation of the Diller Parties, is enforceable against Levin in accordance with its terms (subject to applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other laws affecting creditors' rights generally and general principles of equity), (d) none of the execution, delivery or performance of this Agreement by Levin constitutes a breach or violation of, or conflicts with any provision of any material agreement to which Levin is a party and (e) none of such material agreements would impair in any material respect the ability of Levin to perform his obligations hereunder.

7. REPRESENTATIONS AND WARRANTIES OF THE DILLER PARTIES.

Each of the Diller Parties hereby represents and warrants to Levin that (a) such Diller Party has the power and authority to enter into this Agreement and to carry out his or its obligations hereunder, (b) the execution and delivery of this Agreement by such Diller Party have been duly authorized by all necessary action on the part of such Diller Party and no other proceedings on the part of such Diller Party are necessary to authorize this Agreement, (c) this Agreement has been duly executed and delivered by such Diller Party and constitutes a valid and binding obligation of such Diller Party, and, assuming this Agreement constitutes a valid and binding obligation of Levin, is enforceable against such Diller Party in accordance with its terms (subject to applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other laws affecting creditors' rights generally and general principles of equity), (d) none of the execution, delivery or performance of this Agreement by such Diller Party constitutes a breach or violation of, or conflicts with any provision of any material agreement to which such Diller Party is a party and (e) none of such material agreements would impair in any material respect the ability of such Diller Party to perform his or its obligations hereunder or thereunder.

8. TERM; TERMINATION.

This Agreement will terminate automatically, in each case without any requirement to give notice, upon the first to occur of (a) the occurrence of a Change in Control and (b) the termination of Levin's employment with the Company for any reason or no reason; provided, however, that, nothing in this Section 8 shall relieve any party of any liability for a breach of this Agreement prior to such termination.

9. VIMEO SEPARATION.

In the event that the Company effectuates a spinoff or other distribution or *pro rata* transaction to the stockholders of the Company (including a rights offering or similar transaction) relating to the equity interests of Vimeo, Inc. ("Vimeo") owned by the Company and its Subsidiaries (or a holding company for such equity interests in Vimeo) ("Vimeo Spinoff") on a basis that replicates the high vote/low vote structure at the Company, the parties hereto shall enter into a voting agreement with respect to Vimeo (or such holding company) that mirrors this Agreement, except that Levin's mirror rights at Vimeo (or such holding company) shall not include, and the Diller Parties shall have no obligations with respect to, voting on a transaction contemplated by clauses (iii) or (iv) of the definition "Change in Control" as defined in the IAC/InterActiveCorp 2018 Stock and Annual Incentive Plan (as revised so that the "Change in Control" pertains to Vimeo rather than the Company).

10. MISCELLANEOUS.

(a) Cumulative Rights, Powers and Remedies. All rights, powers and remedies provided under this Agreement or otherwise available in respect hereof at law or in equity shall be cumulative and not alternative, and the exercise or beginning of the exercise of any thereof by any party shall not preclude the simultaneous or later exercise of any other such right, power or remedy by such party.

(b) Further Assurances. At any time or from time to time after the date hereof, the parties agree to cooperate with each other, and at the request of any other party, to execute and deliver any further instruments or documents and to take all such further actions as the other party may reasonably request in order to evidence or effectuate the matters contemplated hereby and to otherwise carry out the intent of the parties hereunder.

(c) Expenses. Except as otherwise provided herein, all costs and expenses incurred in connection with the matters contemplated by this Agreement shall be paid by the party incurring such costs and expenses.

(d) Governing Law; (i) Arbitration. This Agreement and the legal relations thus created between the parties hereto (including, without limitation, any dispute arising out of or related to this Agreement) shall be governed by and construed in accordance with the laws of the State of Delaware applicable to agreements made and to be performed entirely within such State. Any disputes between the parties to this Agreement relating to performance under this Agreement shall be settled by arbitration in New York, New York before Herb Allen III (the "Designated Arbitrator"), it being understood that it is the expectation of Levin and the Diller Parties that arbitration pursuant to this Section 10(d) is intended to be a collaborative process with the objective that the Designated Arbitrator reach a fair decision that reflects the letter and spirit of this Agreement. Absent the Designated Arbitrator determining otherwise, in the event of a dispute between the parties that is covered by this paragraph (d), (i) each party may make a written submission not to exceed 1,500 words, in support of its position, (ii) each party shall have a thirty minute private meeting with the Designated Arbitrator, (iii) the Designated Arbitrator may meet simultaneously with both parties for as long as he chooses, and (iv) the Designated Arbitrator will render its decision no later than sixty days following the meetings described in clauses (ii) and (iii). The decision in such arbitration shall be final and conclusive on the parties and judgment upon such decision may be entered in any court having jurisdiction thereof. Levin, on the one hand, and the Diller Parties, on the other hand, shall equally share costs of the arbitration, other than attorneys' fees, and each shall bear its own attorneys' fees and expenses unless otherwise determined by the Designated Arbitrator. In the event that the Designated Arbitrator is unavailable for any reason, Levin, on the one hand, and the Diller Parties, on the other hand, shall mutually agree within thirty days on another individual to serve as the Designated Arbitrator; if the parties cannot agree upon a substitute, any dispute between the parties shall be settled by final, binding and nonappealable arbitration in New York, New York, conducted in accordance with the rules of the Judicial Arbitration and Mediation Services, Inc. then in effect. Nothing herein shall prevent any party hereto from seeking equitable relief in court in aid of arbitration under applicable law.

(e) Assignment; Successors. Neither this Agreement nor any of the rights or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise by a Diller Party without the prior written consent of Levin, or by Levin without the prior written consent of Diller (or, following Diller's Departure, by the Designee). For the avoidance of doubt, this Agreement shall not be binding on any Person that is unaffiliated with the Diller Parties who acquires Covered Shares.

(f) Entire Agreement; No Third-Party Beneficiaries. Except as otherwise expressly set forth herein, this Agreement, including any exhibits and schedules hereto, (i) embodies the complete agreement and understanding among the parties hereto with respect to the subject matter hereof or thereof and supersedes and preempts any prior understandings, agreements or representations by or among the parties, written or oral, that may have related to the subject matter hereof in any way and (ii) is not intended to confer any rights, benefits, remedies, obligations or liabilities upon any Person other than the parties hereto and their respective successors and permitted assigns, except that the Designee is intended following Diller's Departure to be a third party beneficiary of the provisions of this Agreement contemplating action by the Designee following Diller's Departure.

(g) Notices. Any notices or other communications required or permitted under, or otherwise in connection with this Agreement, shall be in writing and shall be deemed to have been duly given (i) when delivered in person, (ii) upon transmission by electronic mail or facsimile transmission as evidenced by confirmation of transmission to the sender (but only if followed by transmittal of a copy thereof by (x) national overnight courier or (y) hand delivery with receipt, in each case, for delivery by the second Business Day following such electronic mail or facsimile transmission), (iii) on receipt after dispatch by registered or certified mail, postage prepaid and addressed or (iv) on the next Business Day if transmitted by national overnight courier, in each case as set forth to the parties as set forth below:

If to a Diller Party (including a Designee), to:

c/o Arrow Investments, Inc.
555 West 18th Street
New York, NY 10011
Attention: Barry Diller
Facsimile: (212) 314-7476
E-Mail: afn@iac.com

with a copy (which shall not constitute notice) to:

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, NY 10019
Attention: Andrew J. Nussbaum, Esq.
Jenna E. Levine, Esq.
Facsimile: (212) 403-2000
E-mail: AJNussbaum@wlrk.com
JELevine@wlrk.com

If to Levin, to:

The most recent address for Levin on file at the Company,

with a copy (which shall not constitute notice) to:

Sullivan & Cromwell LLP
125 Broad Street
New York, NY 10004
Attention: Marc Trevino
Facsimile: (212) 291-9157
E-Mail: Trevinom@sullcrom.com

or such other address, email address or facsimile number as such party may hereafter specify by like notice to the other parties hereto.

(h) Severability. Whenever possible, each provision (or portion thereof) of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision (or portion thereof) of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, then (subject to Section 8 hereof) such invalidity, illegality or unenforceability shall not affect any other provision or any other jurisdiction, but this Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

(i) Amendments and Waivers. This Agreement may not be amended, modified, or waived except in a written instrument executed (x) in the case of an amendment, by the parties hereto, and (y) in the case of a waiver, by the Diller Parties, if the waiver is to be effective against any Diller Party, or by Levin, if the waiver is to be effective against Levin. The failure of any party to enforce any of the provisions of this Agreement shall in no way be construed as a waiver of such provisions and shall not affect the right of such party thereafter to enforce each and every provision of this Agreement in accordance with its terms.

(j) No Implied Waivers. No action taken pursuant to this Agreement, including any investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action of compliance with any representations, warranties, covenants or agreements contained herein or made pursuant hereto. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any preceding or succeeding breach and no failure by any party to exercise any right or privilege hereunder shall be deemed a waiver of such party's rights or privileges hereunder or shall be deemed a waiver of such party's rights to exercise the same at any subsequent time or times hereunder.

(k) Interpretation(a). When a reference is made in this Agreement to a Section, such reference shall be to a Section of this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation". The words "hereof", "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement.

(l) Counterparts. This Agreement may be executed in separate counterparts each of which shall be an original and all of which taken together shall constitute one and the same agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the undersigned has executed this agreement as of the date first above written.

/s/ Barry Diller

Barry Diller

THE ARROW 1999 TRUST, DATED SEPTEMBER 16, 1999, AS
AMENDED

By: /s/ Barry Diller

Name: Barry Diller

Title: Trustee

[Signature Page to Voting Agreement]

THE AVF TRUST U/A/D FEBRUARY 17, 2016

J.P. MORGAN TRUST COMPANY OF DELAWARE, Trustee

By: /s/ Thomas Scott

Name: Thomas Scott

Title: Associate

THE TVF TRUST U/A/D FEBRUARY 17, 2016

J.P. MORGAN TRUST COMPANY OF DELAWARE, Trustee

By: /s/ Thomas Scott

Name: Thomas Scott

Title: Associate

THE TALT TRUST U/A/D FEBRUARY 17, 2016

J.P. MORGAN TRUST COMPANY OF DELAWARE, Trustee

By: /s/ Thomas Scott

Name: Thomas Scott

Title: Associate

[Signature Page to Voting Agreement]

/s/ Joseph M. Levin
Joseph M. Levin

[Signature Page to Voting Agreement]

Diller Parties

Barry Diller

The Arrow 1999 Trust, dated September 16, 1999, as amended (the "Arrow 1999 Trust")

The AVF Trust U/A/D February 17, 2016 (the "AVF Trust")

The TVF Trust U/A/D February 17, 2016 (the "TVF Trust")

The TALT Trust U/A/D February 17, 2016 (the "TALT Trust")

Company Common Share Ownership

Shareholder	No. of Shares of Company Common Stock	No. of Shares of Company Class B Common Stock
Barry Diller	36,212	0
Arrow 1999 Trust	0	1,651,011
AVF Trust	68,355	1,846,218
TVF Trust	68,356	1,846,217
TALT Trust		446,053

Form of Joinder to Voting Agreement

This Joinder Agreement (this "Joinder Agreement") is made as of the date written below by the undersigned (the "Joining Party") in accordance with the Voting Agreement, dated as of November 5, 2020 (the "Voting Agreement"), by and among Barry Diller, the other Diller Parties named therein and Joseph M. Levin, as the same may be amended from time to time. Capitalized terms used, but not defined, herein shall have the meaning ascribed to such terms in the Voting Agreement.

The Joining Party hereby acknowledges, agrees and confirms that, by its execution of this Joinder Agreement, the Joining Party shall be deemed to be a party to the Voting Agreement, effective commencing on the date hereof, and shall have all of the rights and obligations of a Diller Party under, and agrees to be bound by all of the terms, provisions and conditions contained in, the Voting Agreement as if it had executed the Voting Agreement.

Sections 8 and 9 of the Voting Agreement are hereby incorporated by reference, *mutatis mutandis*.

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement as of the date written below.

Date: _____, _____

[NAME OF JOINING PARTY]

By: _____
Name:
Title:
Address for Notices:
