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

FORM 10-Q

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

For the Quarterly Period Ended June 30, 2026
Or

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

For the transition period from__________to__________

Commission File No. 001-38220

Angi

Angi Inc.

(Exact name of Registrant as specified in its charter)

Delaware	**82-1204801**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)

3601 Walnut Street, Denver, CO 80205
(Address of registrant's principal executive offices)
(303) 963-7200
(Registrant's telephone number, including area code)

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

Title of each class	**Trading Symbol**	**Name of exchange on which registered**
Class A Common Stock, par value $0.001	ANGI	The Nasdaq Stock Market LLC

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

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

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

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

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

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

As of July 31, 2026, the following shares of the registrant's common stock were outstanding:

Class A Common Stock	40,556,251
Class B Common Stock	—
Class C Common Stock	—
Total outstanding Common Stock	40,556,251

TABLE OF CONTENTS

PART I
FINANCIAL INFORMATION

Item 1. ***Consolidated Financial Statements***

Angi Inc. and Subsidiaries
CONSOLIDATED BALANCE SHEET
(Unaudited)

	June 30, 2026	December 31, 2025
	(In thousands, except par value amounts)	
ASSETS		
Cash and cash equivalents	$ 188,701	$ 303,701
Accounts receivable, net	36,574	33,054
Other current assets	30,947	29,627
Total current assets	256,222	366,382
Capitalized software, leasehold improvements and equipment, net	96,539	99,101
Goodwill	662,088	890,066
Intangible assets, net	157,075	167,142
Deferred income taxes	127,584	126,229
Other non-current assets, net	25,968	31,448
TOTAL ASSETS	$ 1,325,476	$ 1,680,368
LIABILITIES AND SHAREHOLDERS' EQUITY		
LIABILITIES:		
Accounts payable	$ 37,547	$ 34,031
Deferred revenue	22,947	22,096
Accrued expenses and other current liabilities	153,622	166,311
Total current liabilities	214,116	222,438
Long-term debt, net	398,475	497,667
Deferred income taxes	1,385	1,498
Other long-term liabilities	23,875	31,399
Commitments and contingencies		
SHAREHOLDERS' EQUITY:		
Class A common stock, \$0.001 par value; authorized 2,000,000 shares; issued 54,712 and 54,282 shares, respectively, and outstanding 40,492 and 40,062, respectively	538	538
Class B convertible common stock, \$0.001 par value; authorized 1,500,000 shares; no shares issued and no shares outstanding	—	—
Class C common stock, \$0.001 par value; authorized 1,500,000 shares; no shares issued and outstanding	—	—
Additional paid-in capital	1,429,987	1,427,693
Accumulated deficit	(390,525)	(150,880)
Accumulated other comprehensive income	3,548	5,938
Treasury stock, 14,220 and 14,220 shares, respectively	(355,923)	(355,923)
Total shareholders' equity	687,625	927,366
TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY	$ 1,325,476	$ 1,680,368

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

Angi Inc. and Subsidiaries
CONSOLIDATED STATEMENT OF OPERATIONS
(Unaudited)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
	(In thousands, except per share data)			
Revenue	$ 248,003	$ 278,221	$ 486,153	$ 524,134
Cost of revenue (exclusive of depreciation shown separately below)	11,669	13,142	21,362	26,157
Gross profit	236,334	265,079	464,791	497,977
Operating costs and expenses:				
Selling and marketing expense	142,256	139,453	282,189	257,994
General and administrative expense	59,885	74,081	117,816	131,400
Product development expense	10,901	23,594	21,341	50,681
Depreciation	21,039	10,278	35,733	20,226
Restructuring	774	—	15,697	—
Goodwill impairment	225,628	—	225,628	—
Impairment of intangibles	9,600	—	9,600	—
Total operating costs and expenses	470,083	247,406	708,004	460,301
Operating (loss) income	(233,749)	17,673	(243,213)	37,676
Interest expense	(4,807)	(5,051)	(10,137)	(10,095)
Other income, net	6,971	4,819	12,070	9,647
(Loss) earnings before income taxes	(231,585)	17,441	(241,280)	37,228
Income tax benefit (provision)	918	(6,544)	1,635	(11,225)
Net (loss) earnings attributable to Angi Inc. shareholders	$ (230,667)	$ 10,897	$ (239,645)	$ 26,003
Per share information attributable to Angi Inc. shareholders:				
Basic (loss) earnings per share	$ (5.70)	$ 0.23	$ (5.95)	$ 0.54
Diluted (loss) earnings per share	$ (5.70)	$ 0.23	$ (5.95)	$ 0.53
Stock-based compensation expense by function:				
Selling and marketing expense	$ 739	$ 808	$ 1,014	$ 1,444
General and administrative expense	3,317	3,637	6,170	(3,210)
Product development expense	900	609	524	4,533
Total stock-based compensation expense	$ 4,956	$ 5,054	$ 7,708	$ 2,767

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

Angi Inc. and Subsidiaries
CONSOLIDATED STATEMENT OF COMPREHENSIVE OPERATIONS
(Unaudited)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
	(In thousands)			
Net (loss) earnings	$ (230,667)	$ 10,897	$ (239,645)	$ 26,003
Other comprehensive (loss) income:				
Change in foreign currency translation adjustment	(2,212)	5,966	(2,390)	8,845
Total other comprehensive (loss) income	(2,212)	5,966	(2,390)	8,845
Comprehensive (loss) income attributable to Angi Inc. shareholders	$ (232,879)	$ 16,863	$ (242,035)	$ 34,848

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

Angi Inc. and Subsidiaries
CONSOLIDATED STATEMENT OF SHAREHOLDERS' EQUITY
Three and Six Months Ended June 30, 2026
(Unaudited)

	Class A Common Stock $0.001 Par Value		Class B Convertible Common Stock $0.001 Par Value		Class C Common Stock $0.001 Par Value						
	$	**Shares**	**$**	**Shares**	**$**	**Shares**	**Additional Paid-in Capital**	**Accumulated Deficit**	**Accumulated Other Comprehensive Income (Loss)**	**Treasury Stock**	**Total Shareholders' Equity**
Balance as of March 31, 2026	$ 538	54,641	$ —	—	$ —	—	$ 1,424,207	$ (159,858)	$ 5,760	$ (355,923)	$ 914,724
Net loss	—	—	—	—	—	—	—	(230,667)	—	—	(230,667)
Other comprehensive loss	—	—	—	—	—	—	—	—	(2,212)	—	(2,212)
Stock-based compensation expense	—	—	—	—	—	—	6,317	—	—	—	6,317
Issuance of common stock pursuant to stock-based awards, net of withholding taxes	—	71	—	—	—	—	(270)	—	—	—	(270)
Adjustment pursuant to the tax sharing agreement with IAC post-distribution	—	—	—	—	—	—	(137)	—	—	—	(137)
Other	—	—	—	—	—	—	(130)	—	—	—	(130)
Balance as of June 30, 2026	$ 538	54,712	$ —	—	$ —	—	$ 1,429,987	$ (390,525)	$ 3,548	$ (355,923)	$ 687,625
Balance as of December 31, 2025	$ 538	54,282	$ —	—	$ —	—	$ 1,427,693	$ (150,880)	$ 5,938	$ (355,923)	$ 927,366
Net loss	—	—	—	—	—	—	—	(239,645)	—	—	(239,645)
Other comprehensive loss	—	—	—	—	—	—	—	—	(2,390)	—	(2,390)
Stock-based compensation expense	—	—	—	—	—	—	10,467	—	—	—	10,467
Issuance of common stock pursuant to stock-based awards, net of withholding taxes	—	430	—	—	—	—	(2,081)	—	—	—	(2,081)
Issuance of common stock to IAC pursuant to the employee matters agreement	—	—	—	—	—	—	—	—	—	—	—
Adjustment pursuant to the tax sharing agreement with IAC post-distribution	—	—	—	—	—	—	(273)	—	—	—	(273)
Other	—	—	—	—	—	—	(5,819)	—	—	—	(5,819)
Balance as of June 30, 2026	$ 538	54,712	$ —	—	$ —	—	$ 1,429,987	$ (390,525)	$ 3,548	$ (355,923)	$ 687,625

Angi Inc. and Subsidiaries
CONSOLIDATED STATEMENT OF SHAREHOLDERS' EQUITY
Three and Six Months Ended June 30, 2025
(Unaudited)

	Class A Common Stock $0.001 Par Value		Class B Convertible Common Stock $0.001 Par Value		Class C Common Stock $0.001 Par Value						
	$	Shares	$	Shares	$	Shares	Additional Paid-in Capital	Accumulated Deficit	Accumulated Other Comprehensive Income (Loss)	Treasury Stock	Total Shareholders' Equity
Balance as of March 31, 2025	$ 537	53,900	$ —	—	$ —	—	$ 1,444,580	$ (179,909)	$ 384	$ (216,552)	$ 1,049,040
Net earnings	—	—	—	—	—	—	—	10,897	—	—	10,897
Other comprehensive income	—	—	—	—	—	—	—	—	5,966	—	5,966
Stock-based compensation expense	—	—	—	—	—	—	6,485	—	—	—	6,485
Issuance of common stock pursuant to stock-based awards, net of withholding taxes	—	174	—	—	—	—	(1,673)	—	—	—	(1,673)
Purchase of treasury stock	—	—	—	—	—	—	—	—	—	(68,013)	(68,013)
Other	—	—	—	—	—	—	(478)	—	—	—	(478)
Balance as of June 30, 2025	$ 537	54,074	$ —	—	$ —	—	$ 1,448,914	$ (169,012)	$ 6,350	$ (284,565)	$ 1,002,224
Balance as of December 31, 2024	$ 113	11,295	$ 422	42,202	$ —	—	$ 1,465,640	$ (195,015)	$ (2,495)	$ (205,864)	$ 1,062,801
Net earnings	—	—	—	—	—	—	—	26,003	—	—	26,003
Other comprehensive income	—	—	—	—	—	—	—	—	8,845	—	8,845
Stock-based compensation expense	—	—	—	—	—	—	5,833	—	—	—	5,833
Issuance of common stock pursuant to stock-based awards, net of withholding taxes	1	457	—	—	—	—	(6,246)	—	—	—	(6,245)
Issuance of common stock to IAC pursuant to the employee matters agreement	1	120	—	—	—	—	(1)	—	—	—	—
Purchase of treasury stock	—	—	—	—	—	—	—	—	—	(78,701)	(78,701)
Transfer and conversion of common shares related to IAC CEO Employment Transition Agreement	5	501	(5)	(501)	—	—	—	—	—	—	—
Conversion of shares related to the Distribution	417	41,701	(417)	(41,701)	—	—	—	—	—	—	—
Adjustment pursuant to the tax sharing agreement with IAC as part of the Distribution	—	—	—	—	—	—	(17,960)	—	—	—	(17,960)
Other	—	—	—	—	—	—	1,648	—	—	—	1,648
Balance as of June 30, 2025	$ 537	54,074	$ —	—	$ —	—	$ 1,448,914	(169,012)	$ 6,350	$ (284,565)	$ 1,002,224

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

Angi Inc. and Subsidiaries
CONSOLIDATED STATEMENT OF CASH FLOWS
(Unaudited)

	Six Months Ended June 30, 2026	Six Months Ended June 30, 2025
	(In thousands)	
Cash flows from operating activities:		
Net (loss) earnings	$ (239,645)	$ 26,003
Adjustments to reconcile net (loss) earnings to net cash provided by operating activities:		
Depreciation	35,733	20,226
Provision for credit losses	20,819	24,043
Stock-based compensation expense	7,708	2,767
Non-cash lease expense (including impairment of right-of-use assets)	3,827	3,643
Deferred income taxes	(2,308)	7,424
Gain on extinguishment of debt	(8,381)	—
Goodwill impairment	225,628	—
Impairment of intangibles	9,600	—
Other adjustments, net	949	(1,184)
Changes in assets and liabilities:		
Accounts receivable	(24,676)	(31,139)
Other assets	3,147	6,675
Accounts payable and other liabilities	(10,759)	12,358
Income taxes payable and receivable	(3,749)	(1,184)
Operating lease liabilities	(9,439)	(6,450)
Deferred revenue	884	(9,174)
Net cash provided by operating activities	9,338	54,008
Cash flows from investing activities:		
Capital expenditures	(30,731)	(24,824)
Proceeds from sales of fixed assets	54	75
Net cash used in investing activities	(30,677)	(24,749)
Cash flows from financing activities:		
Repurchases of debt	(91,195)	—
Withholding taxes paid on behalf of employees on net settled stock-based awards	(2,081)	(6,771)
Purchases of treasury stock	—	(76,386)
Net cash used in financing activities	(93,276)	(83,157)
Total cash used	(114,615)	(53,898)
Effect of exchange rate changes on cash and cash equivalents and restricted cash	(385)	(170)
Net decrease in cash and cash equivalents and restricted cash	(115,000)	(54,068)
Cash and cash equivalents and restricted cash at beginning of period	303,701	416,545
Cash and cash equivalents and restricted cash at end of period	$ 188,701	$ 362,477

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

NOTE 1—THE COMPANY AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Operations

Angi Inc. connects quality home professionals ("Pros") with consumers across more than 500 different categories, from repairing and remodeling homes to cleaning and landscaping. There were approximately 106,000 Average Monthly Active Pros in the U.S. during the three months ended June 30, 2026. Additionally, consumers turned to at least one of our businesses to find a Pro for approximately 15 million projects during the twelve months ended June 30, 2026.

The Company has two operating segments: (i) "U.S." and (ii) International (consisting of businesses in Europe and Canada) and operates under multiple brands including Angi, Angie's List, HomeAdvisor, and Handy.

In the United States, the Company provides Pros the capability to engage with potential customers, including quoting and invoicing services, and provides consumers with tools and resources to help them find local, pre-screened and customer-rated Pros nationwide for home repair, maintenance and improvement projects. Consumers can also request household services directly through the Angi platform, and such requests are fulfilled by independently established Pros engaged in a trade, occupation and/or business that customarily provides such services. Matching service, booking of pre-priced services, and related tools and directories are provided to consumers free of charge upon registration. The Company also owns marketplaces in Austria, Canada, France, Germany, Italy, the Netherlands, and the UK which provide Pros the ability to engage with potential customers and consumers the ability to engage with the Pros they need.

As used herein, "Angi," the "Company," "we," "our," "us," and similar terms refer to Angi Inc. and its subsidiaries (unless the context requires otherwise).

Reverse Stock Split

On March 24, 2025, the Company filed a Certificate of Amendment (the "Amendment") to its Amended and Restated Certificate of Incorporation, as amended, with the Secretary of State of the State of Delaware, which became effective as of 12:01 a.m. Eastern Time, on March 24, 2025 (the "Effective Time"), to effect the Company's 1-for-10 reverse stock split (the "Reverse Stock Split") of the shares of outstanding Class A common stock, par value $0.001 per share, of the Company ("Class A Common Stock"), and Class B convertible common stock, par value $0.001 per share, of the Company ("Class B Common Stock").

At the Effective Time, every 10 shares of Class A Common Stock and Class B Common Stock issued and outstanding immediately prior to the Effective Time were automatically combined into one share of Class A Common Stock or Class B Common Stock, respectively, subject to the treatment of fractional shares. No fractional shares were outstanding following the Reverse Stock Split, and any fractional shares that would have otherwise resulted from the Reverse Stock Split were settled in cash. Proportional adjustments were made to the number of shares of Class A Common Stock subject to outstanding equity awards of the Company, as well as the applicable exercise price. The Company's authorized shares of Class A Common Stock and Class B Common Stock, and the par value of each share of Class A Common Stock and Class B Common Stock, were unchanged by the Reverse Stock Split.

The Class A Common Stock began trading on the Nasdaq Global Select Market on a split-adjusted basis at the opening of trading on March 24, 2025. The ticker symbol for Class A Common Stock remains "ANGI." All references to shares and per share amounts have been adjusted to reflect the Reverse Stock Split.

Distribution

On March 31, 2025, People Incorporated, formerly known as IAC Inc. ("IAC"), completed the spin-off of its ownership in the Company through a special dividend of the common stock of the Company owned by IAC to the holders of IAC common stock and IAC Class B common stock (the "Distribution"). Prior to the effective time of the Distribution, IAC voluntarily converted all of the shares of Class B Common Stock that it owned to shares of Class A Common Stock. As a result of this conversion, there are no longer any shares of Class B Common Stock outstanding. After completion of the Distribution, IAC has no ownership in the Company, there are no shares of Class B Common Stock outstanding, and the only class of Angi capital stock with shares outstanding is Class A Common Stock.

Basis of Presentation and Consolidation

The Company prepares its consolidated financial statements (referred to herein as "financial statements") in accordance with United States ("U.S.") generally accepted accounting principles ("GAAP"). The financial statements include all accounts of the Company, all entities that are wholly-owned by the Company and all entities in which the Company has a controlling financial interest. All intercompany transactions and balances between and among the Company and its subsidiaries have been eliminated.

The unaudited interim financial statements have been prepared in accordance with GAAP for interim financial information and with the rules and regulations of the Securities and Exchange Commission ("SEC"). Accordingly, they do not include all of the information and notes required by GAAP for complete annual financial statements. In the opinion of management, the unaudited interim financial statements include all normal recurring adjustments considered necessary for a fair presentation. Interim results are not necessarily indicative of the results that may be expected for the full year. The unaudited interim financial statements should be read in conjunction with the annual audited financial statements and notes thereto included in the Company's Annual Report on Form 10-K for the year ended December 31, 2025.

Accounting Estimates

Management of the Company is required to make certain estimates, judgments and assumptions during the preparation of its financial statements in accordance with GAAP. These estimates, judgments and assumptions affect the amounts reported in the financial statements and accompanying notes. Actual results could differ from these estimates.

On an ongoing basis, the Company evaluates its estimates and judgments, including those related to: the fair values of cash equivalents; the carrying value of accounts receivable, including the determination of the allowance for credit losses; the determination of the customer relationship period for certain costs to obtain a contract with a customer; the recoverability of all long-lived assets, including goodwill and indefinite-lived intangible assets; contingencies; unrecognized tax benefits; the liability for potential refunds and customer credits; the valuation allowance for deferred income tax assets; and the fair value of and forfeiture rates for stock-based awards, among others. The Company bases its estimates and judgments on historical experience, its forecasts and budgets, and other factors that the Company considers relevant.

General Revenue Recognition

The Company accounts for a contract with a customer when it has approval and commitment from all authorized parties, the rights of the parties and payment terms are identified, the contract has commercial substance and collectability of consideration is probable. Revenue is recognized when control of the promised services or goods is transferred to the Company's customers and in an amount that reflects the consideration the Company expects to be entitled to in exchange for those services or goods.

The Company's disaggregated revenue disclosures are presented in "Note 7—Segment Information ."

Deferred Revenue

Deferred revenue consists of payments that are received or are contractually due in advance of the Company's performance obligation. The Company's deferred revenue is reported on a contract-by-contract basis at the end of each reporting period. The

Company classifies deferred revenue as current when the remaining term or expected completion of its performance obligation is one year or less.

The current and non-current deferred revenue balances at June 30, 2026 are $22.9 million and less than $0.1 million, respectively, and during the six months ended June 30, 2026, the Company recognized $19.8 million of revenue that was included in the deferred revenue balance as of December 31, 2025.

The current and non-current deferred revenue balances at December 31, 2025 were $22.1 million and less than $0.1 million, respectively, and during the six months ended June 30, 2025, the Company recognized $38.2 million of revenue that was included in the deferred revenue balance as of December 31, 2024.

Non-current deferred revenue is included in “Other long-term liabilities” in the balance sheet.

Practical Expedients and Exemptions

For contracts that have an original duration of one year or less, the Company uses the practical expedient available under Accounting Standards Codification (“ASC”) Topic 606 (“ASC 606”), *Revenue from Contracts with Customers*, applicable to such contracts and does not consider the time value of money.

In addition, as permitted under the practical expedient available under ASC 606, the Company does not disclose the value of unsatisfied performance obligations for (i) contracts with an original expected length of one year or less, (ii) contracts with variable consideration that is allocated entirely to unsatisfied performance obligations or to a wholly unsatisfied promise accounted for under the series guidance, and (iii) contracts for which the Company recognizes revenue at the amount which it has the right to invoice for services performed.

The Company also applies the practical expedient to expense sales commissions as incurred where the anticipated customer relationship period is one year or less.

Goodwill and Indefinite-Lived Intangible Assets

The Company’s U.S. and International reporting units are separate operating segments. See “Note 7—Segment Information” for additional information regarding the Company’s method of determining operating and reportable segments.

The Company assesses goodwill and indefinite-lived intangible assets for impairment annually as of October 1, or more frequently if an event occurs or circumstances change that would indicate that it is more likely than not that the fair value of a reporting unit or the fair value of an indefinite-lived intangible asset has declined below its carrying value.

If the conclusion of our qualitative assessment is that there are indicators of impairment and a quantitative test is required, the annual or interim quantitative test of the recovery of goodwill involves a comparison of the estimated fair value of the Company’s reporting unit that is being tested to its carrying value. If the estimated fair value of a reporting unit exceeds its carrying value, goodwill of the reporting unit is not impaired. If the carrying value of a reporting unit exceeds its estimated fair value, a goodwill impairment equal to the excess is recorded. During the second quarter of 2026, the Company concluded that the continued decrease in stock price and market capitalization since December 31, 2025 constituted a triggering event such that the Company performed quantitative impairment assessments of its goodwill and indefinite-lived intangible assets as of May 31, 2026.

As a result of the quantitative impairment assessment, the Company determined that the carrying value of the U.S. reporting unit exceeded the fair value by $225.6 million, resulting in a goodwill impairment charge of $225.6 million, which is presented as a separate line item on the consolidated statement of operations during the three and six months ended June 30, 2026. The estimated fair value of the International reporting unit exceeded its carrying value by approximately $200.0 million, or 70%, and accordingly no goodwill impairment was recorded during the three and six months ended June 30, 2026.

The fair value of the Company's reporting units was determined using both an income approach based on discounted cash flows (“DCF”) and a market approach. The income approach and market approach were each weighted 50% in determining the concluded fair value of each reporting unit. The fair value measurements used in the quantitative impairment tests are classified as Level 3 measurements within the fair value hierarchy, as they incorporate significant unobservable inputs.

Determining fair value using a DCF analysis requires the exercise of significant judgment with respect to several items, including the amount and timing of expected future cash flows, discount rates, and the long-term growth rate used to estimate terminal value. The expected cash flows used in the DCF analyses were based on the Company's most recent forecast, and for years beyond the periods covered by the forecast, the Company's estimates of forecasted long-term growth rates. The discount rates used in the DCF analyses are intended to reflect the risks, which consider macroeconomic and industry specific factors, inherent in the expected future cash flows of the respective reporting units. The discount rates used in the quantitative tests as of June 30, 2026 for determining the fair value of the Company's U.S. and International reporting units were 16.0% and 17.5%, respectively. The long-term growth rate used to estimate terminal value in the DCF analyses as of June 30, 2026 was 3.0% for the U.S. and International reporting units.

Determining fair value using a market approach considers multiples of financial metrics based on EBITDA trading multiples of a selected peer group of companies. From the comparable companies, a representative market multiple is determined which is applied to financial metrics to estimate the fair value of a reporting unit. To determine a peer group of companies for our respective reporting units, we considered companies relevant in terms of consumer use, monetization model, margin and growth characteristics, and brand strength operating in their respective sectors. The EBITDA trading multiples used in the quantitative test as of June 30, 2026 for determining the fair value of the Company's U.S. reporting unit were between 6.5x and 8.5x. The trading multiples used in the quantitative test as of June 30, 2026 for determining the fair value of the Company's International reporting unit were between 6.5x and 10.0x.

In the second quarter of 2026, the Company identified an impairment charge of $9.6 million related to a certain indefinite-lived trade name at the U.S. reporting unit. The discount rate used to value this trade name was 16.0%, the royalty rate was 2.0% and a long-term growth rate of 3.0%. The impairment of the indefinite-lived intangible asset is included in "Impairment of intangibles" in the statement of operations. No other indefinite-lived intangible assets were impaired as a result of the assessment.

The Company determines the fair value of indefinite-lived intangible assets using a relief from royalty DCF valuation analysis. The fair value measurements used in the quantitative relief from royalty DCF valuations are classified as Level 3 measurements within the fair value hierarchy, as they incorporate significant unobservable inputs. Significant judgments inherent in this analysis include the selection of appropriate royalty and discount rates and estimating the amount and timing of expected future revenue. The discount rates used in the DCF analyses are intended to reflect the risks inherent in the expected future cash flows generated by the respective intangible assets. The royalty rates used in the DCF analyses are based upon an estimate of the royalty rates that a market participant would pay to license the Company's trade names and trademarks. The expected cash flows used in the relief from royalty analyses were based on the Company's most recent forecast, and for years beyond the periods covered by the forecast, the Company's estimates of forecasted long-term growth rates. The discount rates used in the Company's indefinite-lived impairment assessment ranged from 16.0% to 17.5%, the royalty rates used ranged from 2.0% to 4.5% and the long-term growth rate used to estimate the terminal value in the DCF analyses was 3.0% as of June 30, 2026.

Long-Lived Assets

Long-lived assets, other than goodwill and indefinite-lived intangible assets, are reviewed for impairment whenever events or changes in circumstances indicate that the carrying value of an asset may not be recoverable. The carrying value of a long-lived asset is not recoverable if it exceeds the sum of the undiscounted cash flows expected to result from the use and eventual disposition of the asset. If the carrying value is deemed not to be recoverable, an impairment loss is recorded equal to the amount by which the carrying value of the long-lived asset exceeds its fair value. The Company recorded no impairments of its long-lived assets, other than goodwill and indefinite-lived intangible assets, as of June 30, 2026.

Gain on Extinguishment of Debt

The Company recognizes a gain on extinguishment of debt when senior notes are repurchased at a price below their carrying value. The gain is calculated as the difference between the carrying amount of the extinguished debt (including any unamortized debt issuance costs and original issue discount) and the repurchase price paid (including any transaction costs). Such gains are recognized immediately in the period of repurchase and are presented within other income, net in the consolidated statements of operations.

Recent Accounting Pronouncements

Recent Accounting Pronouncements Adopted by the Company

There were no recently issued accounting pronouncements adopted by the Company during the six months ended June 30, 2026.

Recent Accounting Pronouncements Not Yet Adopted by the Company

ASU No. 2024-03— Income Statement—Reporting Comprehensive Income— Expense Disaggregation Disclosures (Subtopic 220-40)—Disaggregation of Income Statement Expenses

In November 2024, the FASB issued ASU No. 2024-03, which is intended to provide users of financial statements with more decision-useful information about expenses of a public business entity, primarily through enhanced disclosures of certain components of expenses commonly presented within captions on the statement of operations, such as purchases of inventory, employee compensation, depreciation and amortization, as well as a qualitative description of the amounts remaining in relevant expense captions that are not separately disaggregated quantitatively. ASU No. 2024-03 also requires disclosure of the total amount of selling expenses and, in annual reporting periods, the definition of selling expenses. ASU No. 2024-03 is effective for fiscal years beginning after December 15, 2026 and for interim periods beginning after December 15, 2027. Early adoption is permitted and ASU No. 2024-03 may be applied either prospectively or retrospectively. The Company is currently assessing ASU No. 2024-03 and its impact on its disclosures, and the timing and method of adoption. ASU No. 2024-03 does not affect the Company's results of operations, financial condition or cash flows.

ASU No. 2025-06, Intangibles — Goodwill and Other — Internal-Use Software (Subtopic 350-40) - Targeted Improvements to the Accounting for Internal-Use Software

In September 2025, the FASB issued ASU No. 2025-06 to clarify and modernize the accounting for costs related to internal-use software by removing all references to software development project stages so that the guidance is neutral to different software development methods. The guidance is effective for annual filings for the Company's year beginning January 1, 2028, and interim reporting periods within those reporting periods, and can be applied using a prospective, retrospective, or modified transition approach. Early adoption is permitted. The Company is currently evaluating the impact of the updates to ASU 2025-06 on its consolidated financial statements.

NOTE 2—FINANCIAL INSTRUMENTS AND FAIR VALUE MEASUREMENTS

The Company categorizes its financial instruments measured at fair value into a fair value hierarchy that prioritizes the inputs used in pricing the asset or liability. The three levels of the fair value hierarchy are:

- Level 1: Observable inputs obtained from independent sources, such as quoted market prices for identical assets and liabilities in active markets.

- Level 2: Other inputs, which are observable directly or indirectly, such as quoted market prices for similar assets or liabilities in active markets, quoted market prices for identical or similar assets or liabilities in markets that are not active and inputs that are derived principally from or corroborated by observable market data. The fair values of the Company’s Level 2 financial assets are primarily obtained from observable market prices for identical underlying securities that may not be actively traded. Certain of these securities may have different market prices from multiple market data sources, in which case an average market price is used.

- Level 3: Unobservable inputs for which there is little or no market data and require the Company to develop its own assumptions, based on the best information available in the circumstances, about the assumptions market participants would use in pricing the assets or liabilities.

The following tables present the Company's financial instruments that are measured at fair value on a recurring basis:

	June 30, 2026			
	Level 1	Level 2	Level 3	Total Fair Value Measurements
	(In thousands)			
Assets:				
Cash equivalents:				
Money market funds	$ 114,181	$ —	$ —	$ 114,181
Total	$ 114,181	$ —	$ —	$ 114,181

	December 31, 2025			
	Level 1	Level 2	Level 3	Total Fair Value Measurements
	(In thousands)			
Assets:				
Cash equivalents:				
Money market funds	$ 241,946	$ —	$ —	$ 241,946
Total	$ 241,946	$ —	$ —	$ 241,946

Assets measured at fair value on a nonrecurring basis

The Company's non-financial assets, such as goodwill, intangible assets, ROU assets, capitalized software, leasehold improvements and equipment are adjusted to fair value only when an impairment is recognized. Such fair value measurements are based predominantly on Level 3 inputs.

See "Note 1—The Company and Summary of Significant Accounting Policies" for further discussion of the Company's assessments of impairment of goodwill and indefinite-lived intangible assets.

Financial instruments measured at fair value only for disclosure purposes

The total fair value of the outstanding long-term debt, including the current portion, is estimated using observable market prices or indices for similar liabilities, which are Level 2 inputs, and was approximately $338.0 million and $461.4 million at June 30, 2026 and December 31, 2025, respectively.

NOTE 3—RESTRUCTURING

In January 2026, the Company announced a reduction of its global workforce by approximately 350 employees to reduce operating expenses and optimize the organizational structure in support of long-term growth and in light of AI-driven efficiency improvements. The reduction in workforce is expected to be substantially complete during 2026, subject to local law and consultation requirements.

As a result of the reduction in workforce, the Company estimates that it will incur approximately $30.0 million in total restructuring charges, of which $12.8 million was recorded in the fourth quarter of 2025, $14.9 million was recorded in the first quarter of 2026 and $0.8 million was recorded in the second quarter of 2026, for a cumulative total of $28.5 million. The $7.0 million remaining restructuring liability is included within accrued expenses and other current liabilities within the Company's consolidated balance sheet and the restructuring charges are recorded to restructuring within the consolidated statement of operations as of June 30, 2026. The restructuring charges consist primarily of severance payments, employee benefits and related costs.

The following table presents accrued restructuring activities related to employee severance and benefit arrangements:

	June 30, 2026
	(In thousands)
Balance as of January 1, 2026	$ 12,806
Accruals and adjustments	15,697
Cash payments	(21,467)
Balance as of June 30, 2026	$ 7,036

NOTE 4—GOODWILL AND INTANGIBLE ASSETS

Goodwill and intangible assets, net are as follows:

	June 30, 2026	December 31, 2025
	(In thousands)	
Goodwill	$ 662,088	$ 890,066
Intangible assets with indefinite lives	157,075	167,142

The following table presents the balance of goodwill by reportable segment, including the changes in the carrying value of goodwill, for the six months ended June 30, 2026:

	Balance at December 31, 2025	Impairments	Foreign Currency Translation	Balance at June 30, 2026
	(In thousands)			
U.S.	$ 812,330	$ (225,628)	$ —	$ 586,702
International	77,736	—	(2,350)	75,386
Total goodwill	$ 890,066	$ (225,628)	$ (2,350)	$ 662,088

In the second quarter of 2026, the Company determined that the carrying value of the U.S. reporting unit exceeded the fair value by $225.6 million resulting in a goodwill impairment charge of $225.6 million which is presented as a separate line item on the consolidated statement of operations during the three months ended June 30, 2026.

The following table presents the balance of goodwill by reportable segment, including the changes in the carrying value of goodwill, for the year ended December 31, 2025:

	Balance at December 31, 2024	Foreign Currency Translation	Balance at December 31, 2025
	(In thousands)		
U.S.	$ 812,330	$ —	$ 812,330
International	71,110	6,626	77,736
Total goodwill	$ 883,440	$ 6,626	$ 890,066

Intangible assets with indefinite lives are trade names and trademarks acquired in various acquisitions. Intangible assets with definite lives were fully amortized during the year ended December 31, 2023. At June 30, 2026 and December 31, 2025, intangible assets with definite lives are as follows:

	June 30, 2026			
	Gross Carrying Amount	Accumulated Amortization	Net	Weighted-Average Useful Life (Years)
	(Dollars in thousands)			
Technology	$ 79,544	$ (79,544)	$ —	5.6
Trade names	1,376	(1,376)	—	5.0
Total	$ 80,920	$ (80,920)	$ —	5.6

	December 31, 2025			
	Gross Carrying Amount	Accumulated Amortization	Net	Weighted-Average Useful Life (Years)
	(Dollars in thousands)			
Technology	$ 82,234	$ (82,234)	$ —	5.5
Professional relationships	5,619	(5,619)	—	2.5
Trade names	1,376	(1,376)	—	5.0
Total	$ 89,229	$ (89,229)	$ —	5.3

In the second quarter of 2026, the Company identified an impairment charge of $9.6 million related to a certain indefinite-lived trade name at the U.S. reporting unit. The impairment of the indefinite-lived intangible asset is included in “Impairment of intangibles” in the statement of operations.

See “Note 1—The Company and Summary of Significant Accounting Policies” for further discussion of the Company’s assessments of impairment of goodwill and indefinite-lived intangible assets.

NOTE 5—LONG-TERM DEBT

Long-term debt consists of:

	June 30, 2026	December 31, 2025
	(In thousands)	
3.875% ANGI Group Senior Notes due August 15, 2028 (“ANGI Group Senior Notes”); interest payable each February 15 and August 15	$ 400,000	$ 500,000
Less: unamortized debt issuance costs	1,525	2,333
Total long-term debt, net	$ 398,475	$ 497,667

ANGI Group Senior Notes

ANGI Group, LLC ("ANGI Group"), a direct wholly-owned subsidiary of Angi, issued the ANGI Group Senior Notes on August 20, 2020. In December 2025, ANGI Group amended the indenture governing the ANGI Group Senior Notes to add certain U.S. subsidiaries of ANGI Group that are guarantors under the Credit Agreement (defined below) as additional guarantors under such indenture. These notes may be redeemed at the redemption prices, plus accrued and unpaid interest thereon, if any, as set forth in the indenture governing the notes.

The indenture governing the ANGI Group Senior Notes contains a covenant that would limit ANGI Group's ability to incur liens for borrowed money in the event a default has occurred or ANGI Group's secured leverage ratio exceeds 3.75 to 1.0, provided that ANGI Group is permitted to incur such liens under certain permitted credit facilities indebtedness notwithstanding the ratio, all as defined in the indenture. At June 30, 2026 and December 31, 2025, there were no limitations pursuant thereto.

During the three and six months ended June 30, 2026, the Company repurchased a total of $73.4 million and $100.0 million aggregate principal amount of the ANGI Group Senior Notes, maturing in 2028, for total cash consideration, including $0.5 million and $0.7 million, respectively, of accrued and unpaid interest, for $68.0 million and $91.9 million, respectively. The repurchases of the ANGI Group Senior Notes resulted in an aggregate net gain on extinguishment of debt of $5.6 million and $8.4 million, which is included in other income, net in the consolidated statement of operations for the three and six months ended June 30, 2026, respectively.

The Revolving Credit Facility

On November 6, 2025, ANGI Group, LLC entered into a Credit Agreement (the "Credit Agreement"), with JPMorgan Chase Bank, N.A., as administrative agent and collateral agent, providing for a senior secured revolving facility in an aggregate principal amount of $175.0 million (the "Revolving Facility"), including a letter of credit sublimit of up to $25.0 million. The Revolving Facility matures on November 6, 2030, provided that the maturity date shall at all times be no later than the 91st day prior to the maturity date of the 3.875% Senior Notes. At June 30, 2026, there were no outstanding borrowings under the Revolving Facility.

Loans under the Revolving Facility will bear interest, based on either the Alternate Base Rate or the Term SOFR Rate, plus the Applicable Rate, which is initially 1.75% per annum for Alternate Base Rate Loans and 2.75% per annum for Term SOFR Rate Loans and thereafter is determined in accordance with the Pricing Grid (as defined in the Credit Agreement). Undrawn amounts under the Revolving Facility accrue a commitment fee in accordance with the Pricing Grid with an initial rate per annum of 0.40% at June 30, 2026.

The Credit Agreement contains a covenant that would limit ANGI Group's ability to incur additional indebtedness, incur liens, make investments or acquisitions, pay dividends or other restricted payments, make certain prepayments of indebtedness, dispose of assets, or enter transactions with affiliates. In addition, the Credit Agreement does not permit ANGI Group's consolidated net leverage ratio to exceed 4.00 to 1.00.

NOTE 6—ACCUMULATED OTHER COMPREHENSIVE INCOME

The following tables present the components of accumulated other comprehensive income, which exclusively consists of foreign currency translation adjustment:

	Three Months Ended June 30,	
	2026	2025
	Foreign Currency Translation Adjustment	Foreign Currency Translation Adjustment
	(In thousands)	
Balance at April 1	$ 5,760	$ 384
Other comprehensive (loss) income	(2,212)	5,966
Balance at June 30	$ 3,548	$ 6,350

	Six Months Ended June 30,	
	2026	2025
	Foreign Currency Translation Adjustment	Foreign Currency Translation Adjustment
	(In thousands)	
Balance at January 1	$ 5,938	$ (2,495)
Other comprehensive (loss) income	(2,390)	8,845
Balance at June 30	$ 3,548	$ 6,350

At June 30, 2026 and 2025, there was no tax benefit or provision on the accumulated other comprehensive income.

NOTE 7—SEGMENT INFORMATION

The overall concept that the Company employs in determining its operating segments is to present the financial information in a manner consistent with the CODM's view of the businesses. The Executive Committee, which is comprised of the CEO of the Company and the Executive Chairman of the Company's board of directors, is the CODM of the Company. In addition, the Company considers the organization of its businesses in terms of segment management and the focus of the businesses with regards to the types of services or products offered or the target market.

Disaggregated Revenue

The following table presents revenue by reportable segment:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
	(In thousands)			
Revenue:				
U.S.	$ 215,375	$ 245,531	$ 417,873	$ 458,086
International	32,628	32,690	68,280	66,048
Total	$ 248,003	$ 278,221	$ 486,153	$ 524,134

The following table presents the revenue of the Company's segments disaggregated by type of service:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
	(In thousands)			
U.S.:				
Lead revenue	$ 196,293	$ 154,207	$ 380,725	$ 269,596
Advertising revenue	—	64,247	(46)	135,893
Services revenue	13,347	19,302	26,129	36,213
Membership subscription revenue	5,683	7,712	10,985	16,274
Other revenue	52	63	80	110
Total U.S. Revenue	215,375	245,531	417,873	458,086
International:				
Lead revenue	31,167	32,308	66,196	64,390
Membership subscription revenue	—	—	—	838
Other revenue	1,461	382	2,084	820
Total International Revenue	32,628	32,690	68,280	66,048
Total revenue	$ 248,003	$ 278,221	$ 486,153	$ 524,134

Segment Expenses

The following table presents the significant expenses included in the Company's segment reporting performance measure, Segment Adjusted EBITDA, that are regularly provided to the CODM:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
	(in thousands)			
U.S.				
Consumer marketing expense (a)	$ 95,089	$ 92,854	$ 187,853	$ 158,130
Fixed expense (b)	35,334	49,633	70,431	97,755
Pro acquisition expense (c)	31,792	35,131	62,330	74,175
Variable expense (d)	21,561	27,983	42,325	54,528
Cost of revenue (e)	10,122	12,351	18,341	24,349
Total U.S. expenses	193,898	217,952	381,280	408,937
International				
Fixed expense (b)	7,249	11,886	13,850	23,537
Variable expense (d)	4,796	6,034	10,760	11,379
Consumer marketing expense (a)	7,559	4,726	16,359	9,687
Pro acquisition expense (c)	4,706	3,827	9,730	8,117
Cost of revenue (e)	1,547	791	3,021	1,808
Total International expenses	25,857	27,264	53,720	54,528
Total expenses	$ 219,755	$ 245,216	$ 435,000	$ 463,465

Pro acquisition expense for the three months ended June 30, 2026 excludes $2.2 million of commissions capitalized in the same period and includes $3.0 million of amortization of capitalized commissions from prior periods. Pro acquisition expense for the three months ended June 30, 2025 excludes $2.4 million of commissions capitalized in the same period and includes $7.8 million of amortization of capitalized commissions from prior periods.

Pro acquisition expense for the six months ended June 30, 2026 excludes $5.0 million of commissions capitalized in the same period and includes $6.3 million of amortization of capitalized commissions from prior periods. Pro acquisition expense for the six months ended June 30, 2025 excludes $5.8 million of commissions capitalized in the same period and includes $16.9 million of amortization of capitalized commissions from prior periods.

____

[a] Consumer marketing expense includes (i) advertising expenditures to promote the brand to consumers with (a) online marketing, including fees paid to search engines and other online marketing platforms, partners who direct traffic to our brands, and app platforms, and (b) offline marketing, which is primarily television, streaming and radio advertising, (ii) compensation expense, excluding stock-based compensation, and other employee-related costs for consumer marketing personnel and (iii) outsourced personnel costs.

[b] Fixed expense includes (i) compensation expense, excluding stock-based compensation, and other employee-related costs for personnel engaged in (a) the design, development, testing, and enhancement of product offerings and related technology and (b) executive management, finance, legal, tax, marketing and human resources functions, (ii) software license and maintenance costs, (iii) rent expense and facilities costs (including impairments of ROU assets), (iv) fees for professional services and (v) outsourced personnel costs for personnel engaged in product development.

[c] Pro acquisition expense includes (i) advertising expenditures to promote the brand to Pros with (a) online marketing, including fees paid to search engines and other online marketing platforms, partners who direct traffic to the brands within the Angi segments, and app platforms, and (b) offline marketing, which is primarily television, streaming and radio advertising and (ii) compensation expense, excluding stock-based compensation, and other employee-related costs for professional acquisition sales and marketing personnel.

[d] Variable expense includes (i) compensation expense, excluding stock-based compensation, and other employee-related costs for personnel engaged in customer service functions, (ii) provision for credit losses, (iii) outsourced personnel costs for personnel engaged in assisting in customer service functions and (iv) service guarantee expense.

[e] Cost of revenue consists primarily of (i) credit card processing fees, (ii) hosting fees, (iii) payments made to independent third-party Pros who perform work, and (iv) sales tax.

Segment Reporting Performance Measure and Reconciliations

Adjusted EBITDA is the Company’s primary financial and GAAP segment measure. Adjusted EBITDA is defined as operating income excluding: (1) stock-based compensation expense; (2) depreciation; and (3) acquisition-related items consisting of amortization of intangible assets and impairments of goodwill and intangible assets, if applicable; (4) restructuring. Adjusted EBITDA is the segment reporting performance measure used by the CODM as one of the metrics by which we evaluate the performance of the Company and our internal budgets are based and may impact management compensation. The following table presents a summary of Segment Adjusted EBITDA:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
	(In thousands)			
Segment Adjusted EBITDA:				
U.S.	$ 21,477	$ 27,581	$ 36,593	$ 49,147
International	6,771	5,424	14,560	11,522
Total Segment Adjusted EBITDA	$ 28,248	$ 33,005	$ 51,153	$ 60,669

The following table reconciles total Segment Adjusted EBITDA to earnings before income taxes:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
	(In thousands)			
Total Segment Adjusted EBITDA	$ 28,248	$ 33,005	$ 51,153	$ 60,669
Stock-based compensation expense	(4,956)	(5,054)	(7,708)	(2,767)
Depreciation	(21,039)	(10,278)	(35,733)	(20,226)
Restructuring	(774)	—	(15,697)	—
Goodwill impairment	(225,628)	—	(225,628)	—
Impairment of intangibles	(9,600)	—	(9,600)	—
Interest expense	(4,807)	(5,051)	(10,137)	(10,095)
Other income, net	6,971	4,819	12,070	9,647
Earnings before income taxes	$ (231,585)	$ 17,441	$ (241,280)	$ 37,228

Capital Expenditures

The following table presents capital expenditures as viewed by the CODM:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
	(In thousands)			
Capital expenditures:				
U.S.	$ 13,187	$ 12,093	$ 26,709	$ 24,667
International	1,819	157	4,022	157
Total	$ 15,006	$ 12,250	$ 30,731	$ 24,824

Asset information at the reportable segment level is not regularly provided to the Company's CODM because the Company manages capital expenditures on a consolidated basis.

Geographic Information

Revenue by geography is based on where the customer is located. Geographic information about revenue and long-lived assets is presented below:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
	(In thousands)			
Revenue:				
United States	$ 215,346	$ 245,540	$ 417,839	$ 458,035
All other countries	32,657	32,681	68,314	66,099
Total	$ 248,003	$ 278,221	$ 486,153	$ 524,134

	June 30, 2026	December 31, 2025
	(In thousands)	
Long-lived assets (excluding goodwill and intangible assets):		
United States	$ 104,811	$ 113,647
All other countries	12,469	10,787
Total	$ 117,280	$ 124,434

NOTE 8—INCOME TAXES

Through March 31, 2025, the Company was included within IAC's tax group for purposes of federal and consolidated state income tax return filings. In the periods through March 31, 2025, the income tax provision and/or benefit has been computed for the Company on an as if standalone, separate return basis and payments to and refunds from IAC for the Company's share of IAC's consolidated federal and state tax return liabilities/receivables calculated on this basis have been reflected within cash flows from operating activities in the consolidated statement of cash flows. The tax sharing agreement between the Company and IAC governs the parties' respective rights, responsibilities and obligations with respect to tax matters, including responsibility for taxes attributable to the Company, entitlement to refunds, allocation of tax attributes and other matters and, therefore, ultimately governs the amount payable to or receivable from IAC with respect to income taxes. Any differences between taxes currently payable to or receivable from IAC under the tax sharing agreement and the current tax provision or benefit computed on an as if standalone, separate return basis for GAAP are reflected as adjustments to additional paid-in capital in the consolidated statement of shareholders' equity and financing activities within the consolidated statement of cash flows. Based on the tax sharing agreement, Angi has a $9.5 million payable to IAC as of June 30, 2026.

At the end of each interim period, the Company estimates the annual expected effective income tax rate and applies that rate to its ordinary year-to-date earnings or loss. The income tax provision or benefit related to significant, unusual, or extraordinary items, if applicable, that will be separately reported or reported net of their related tax effects are individually computed and recognized in the interim period in which they occur. In addition, the effect of changes in enacted tax laws or rates, tax status, judgment on the realizability of a beginning-of-the-year deferred tax asset in future years or unrecognized tax benefits is recognized in the interim period in which the change occurs.

For the three and six months ended June 30, 2026, the Company recorded an income tax benefit of $0.9 million and $1.6 million, respectively. The effective income tax rate is lower than the statutory rate of 21% primarily due to the impact of a goodwill impairment charge, which is primarily permanently non-deductible for income tax purposes, for which no corresponding tax benefit was recorded.

For the three months ended June 30, 2025, the Company recorded an income tax provision of $6.5 million which represents an effective income tax rate of 38%. The effective income tax rate is higher than the statutory rate of 21% due primarily to foreign income taxed at different rates and state taxes, partially offset by research credits. For the six months ended June 30, 2025, the Company recorded an income tax provision of $11.2 million which represents an effective income tax rate of 30%, respectively. The effective income tax rate is higher than the statutory rate of 21% due primarily to foreign income taxed at different rates, tax shortfalls generated by the vesting of stock-based awards and state taxes, partially offset by research credits.

The Company recognizes interest and, if applicable, penalties related to unrecognized tax benefits in the income tax provision. Accruals for interest are not material and there are currently no accruals for penalties.

The Company's income taxes are routinely under audit by federal, state, local and foreign authorities as a result of previously filed separate company and consolidated tax returns with IAC. These audits include questioning the timing and the amount of income and deductions and the allocation of income and deductions among various tax jurisdictions. The Internal Revenue Service has initiated an audit of IAC's federal income tax return for fiscal year ending December 31, 2023, which includes operations of Angi legal entities. As of Q2 2026 there was no change to the Company's financial statements as a result of any ongoing global audits. Returns filed in various other jurisdictions are open to examination for tax years beginning with 2016.

At June 30, 2026 and December 31, 2025, the Company has unrecognized tax benefits, including interest, of $14.1 million. If unrecognized tax benefits at June 30, 2026 are subsequently recognized, the income tax provision would be reduced by $13.0 million. The comparable amount as of December 31, 2025 is $12.9 million.

The Company regularly assesses the realizability of deferred tax assets considering all available evidence including, to the extent applicable, the nature, frequency and severity of prior cumulative losses, forecasts of future taxable income, tax filing status, the duration of statutory carryforward periods, available tax planning and historical experience. The Company expects to fully utilize its gross deferred tax assets on a more likely than not basis, except in certain jurisdictions.

NOTE 9—EARNINGS PER SHARE

The following table sets forth the computation of basic and diluted (loss) earnings per share attributable to Angi Inc. Class A and Class B Common Stock shareholders:

	Three Months Ended June 30,			
	2026		2025	
	Basic	Diluted	Basic	Diluted
	(In thousands, except per share data)			
Numerator:				
Net (loss) earnings attributable to Angi Inc. Class A and Class B Common Stock shareholders	$ (230,667)	$ (230,667)	$ 10,897	$ 10,897
Denominator:				
Weighted average basic Class A and Class B common stock shares outstanding	40,459	40,459	47,224	47,224
Dilutive securities [(a)] [(b)]	—	—	—	456
Denominator for (loss) earnings per share—weighted average shares	40,459	40,459	47,224	47,680
(Loss) Earnings per share attributable to Angi Inc. Class A and Class B Common Stock shareholders:				
(Loss) Earnings per share	$ (5.70)	$ (5.70)	$ 0.23	$ 0.23

	Six Months Ended June 30,			
	2026		2025	
	Basic	Diluted	Basic	Diluted
	(In thousands, except per share data)			
Numerator:				
Net (loss) earnings attributable to Angi Inc. Class A and Class B Common Stock shareholders	$ (239,645)	$ (239,645)	$ 26,003	$ 26,003
Denominator:				
Weighted average basic Class A and Class B common stock shares outstanding	40,306	40,306	48,494	48,494
Dilutive securities (a) (b)	—	—	—	571
Denominator for (loss) earnings per share—weighted average shares	40,306	40,306	48,494	49,065
(Loss) Earnings per share attributable to Angi Inc. Class A and Class B Common Stock shareholders:				
(Loss) Earnings per share	$ (5.95)	$ (5.95)	$ 0.54	$ 0.53

(a) If the effect is dilutive, the denominator for diluted (loss) earnings per share include the incremental shares that would be issued upon the assumed exercise of stock options and subsidiary denominated equity and vesting of restricted stock units (“RSUs”) and market-based awards (“MSUs”). For the three and six months ended June 30, 2026 and 2025, 4.7 million and 1.5 million of potentially dilutive securities, respectively, were excluded from the calculation of diluted (loss) earnings per share because their inclusion would have been anti-dilutive.

(b) MSUs and performance-based awards (“PSUs”) are considered contingently issuable shares. Shares issuable upon exercise or vesting of MSUs and PSUs are included in the denominator for (loss) earnings per share if (i) the applicable market or performance condition(s) has been met and (ii) the inclusion of the MSUs and PSUs is dilutive for the respective reporting periods. For the three and six months ended June 30, 2026 and 2025, 0.3 million and 0.3 million underlying MSUs and PSUs, respectively, were excluded from the calculation of diluted (loss) earnings per share because the market or performance condition(s) had not been met as of June 30, 2026.

NOTE 10—FINANCIAL STATEMENT DETAILS

Cash and Cash Equivalents and Restricted Cash

The following table provides a reconciliation of cash and cash equivalents and restricted cash reported within the balance sheet to the total amounts shown in the consolidated statement of cash flows:

	June 30, 2026	December 31, 2025	June 30, 2025	December 31, 2024
	(In thousands)			
Cash and cash equivalents	$ 188,701	$ 303,701	$ 362,477	$ 416,434
Restricted cash included in other non-current assets	—	—	—	111
Total cash and cash equivalents, and restricted cash as shown on the consolidated statement of cash flows	$ 188,701	$ 303,701	$ 362,477	$ 416,545

Restricted cash included in “Other non-current assets” in the consolidated balance sheets for all periods presented above primarily consisted of deposits related to leases.

Credit Losses

The following table presents the changes in the allowance for credit losses for the six months ended June 30, 2026 and 2025:

	2026	2025
	(In thousands)	
Balance at January 1	$ 15,890	$ 20,504
Current period provision for credit losses	20,819	24,043
Write-offs charged against the allowance for credit loss	(17,169)	(26,029)
Recoveries collected	1,954	2,254
Other	(96)	508
Balance at June 30	$ 21,398	$ 21,280

Accumulated Depreciation and Amortization

The following table provides the accumulated depreciation and amortization within the consolidated balance sheet:

Asset Category	June 30, 2026	December 31, 2025
	(In thousands)	
Capitalized software, leasehold improvements, and equipment	$ 215,248	$ 222,024
Intangible assets	$ 80,920	$ 89,229

Other income, net

	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
	(In thousands)			
Interest income	$ 1,639	$ 3,878	$ 4,147	$ 8,192
Gain on extinguishment of debt	5,642	—	8,381	—
Other	(310)	941	(458)	1,455
Other income, net	$ 6,971	$ 4,819	$ 12,070	$ 9,647

NOTE 11—CONTINGENCIES

In the ordinary course of business, the Company is subject to various lawsuits and other contingent matters. The Company establishes accruals for specific legal and other matters when it determines that the likelihood of an unfavorable outcome is probable and the loss is reasonably estimable. Management has also identified certain legal and other matters where it believes an unfavorable outcome is not probable and, therefore, no accrual is established. Although management currently believes that resolving claims against the Company, including claims where an unfavorable outcome is reasonably possible and for which the Company cannot estimate a loss or range of loss, will not have a material impact on the liquidity, results of operations, or financial condition of the Company, these matters are subject to inherent uncertainties and management's view of these matters may change in the future. The Company also evaluates other contingent matters, including unrecognized tax benefits and non-income tax contingencies, to assess the likelihood of an unfavorable outcome and estimated extent of potential loss. It is possible that an unfavorable outcome of one or more of these lawsuits or other contingencies could have a material impact on the liquidity, results of operations, or financial condition of the Company. See "Note 8—Income Taxes" for information related to unrecognized tax benefits.

NOTE 12—RELATED PARTY TRANSACTIONS

Relationship with IAC

On January 13, 2025, IAC and Joseph Levin, then CEO of IAC and Chairman of Angi, entered into an Employment Transition Agreement (the "Employment Transition Agreement") pursuant to which the employment agreement, by and between Mr. Levin and IAC, dated November 5, 2020 (the "IAC Employment Agreement"), and the Amended and Restated Restricted Stock Agreement, dated June 7, 2021 ("RSA Agreement") were terminated, except certain restrictive covenants under the IAC Employment Agreement survived termination. As a result, the 3.0 million shares of IAC restricted stock granted to Mr. Levin pursuant to the RSA Agreement were forfeited by Mr. Levin. Accordingly, the cumulative stock-based compensation expense of $10.2 million previously recognized by Angi with respect to the restricted stock was reversed in the three months ended March 31, 2025. The expense recognized by Angi was attributable to the period from October 10, 2022 through April 8, 2024 when Mr. Levin served as CEO of Angi.

Pursuant to the Employment Transition Agreement, IAC also transferred 0.5 million fully vested shares of Class B Common Stock held by IAC to Mr. Levin, and Mr. Levin immediately converted all shares of Class B Common Stock into shares of Class A Common Stock (the "Angi Shares"). Mr. Levin has committed to not transfer or dispose of the Angi Shares prior to the sixth anniversary of March 31, 2025, subject to certain limited exceptions. In connection with the Distribution, on March 31, 2025, Mr. Levin ceased to serve as CEO of IAC and a member of its board of directors and became Executive Chairman of Angi on April 1, 2025.

On March 3, 2025, IAC settled equity awards denominated in shares of one of the Company's subsidiaries in IAC common stock. Pursuant to the terms of the employee matters agreement, the Company reimbursed IAC for the cost of those shares by issuing to IAC 120,350 shares of Class A Common Stock. On March 4, 2025, Angi also canceled equity awards denominated in the shares of one of its subsidiaries and issued 113,823 RSUs to holders of those awards. At June 30, 2026, there were no equity awards denominated in shares of the Company's subsidiaries outstanding.

The Company subleased office space to IAC and pursuant to a lease agreement charged rent of $0.1 million for both the three and six months ended June 30, 2025. In May 2025, IAC terminated its sublease of office space from Angi.

IAC also subleased office space to the Company. At March 31, 2025, in connection with the Distribution, Angi terminated its sublease of office space from IAC. Before the sublease was terminated, IAC charged rent pursuant to a lease agreement of $0.3 million for the three months ended March 31, 2025.

Following the Distribution, IAC is no longer considered a related party, and the relationship between Angi and IAC is governed by a number of agreements. These agreements include: a contribution agreement, a tax sharing agreement, and an employee matters agreement.

In connection with the Distribution, Angi and IAC updated the schedule of services provided under the services agreement to reflect the provision of certain services requested by Angi for an agreed period of time following the Distribution, on terms consistent with the services agreement, including Angi's continued participation in IAC's U.S. health and welfare plans, 401(k) plan and flexible benefits plan until January 1, 2026. Through March 31, 2026 when the services agreement terminated, Angi continued to (i) obtain certain services through contracts that are held in IAC's name and (ii) obtain from IAC certain corporate support services, both of which required that Angi reimburse IAC.

While the employee matters agreement remained in place following the completion of the Distribution, Angi's continued participation in IAC's U.S. health and welfare plans, 401(k) plan and flexible benefits plan is no longer covered by the employee matters agreement upon effectiveness of the Distribution and was covered under the services agreement as described above.

Item 2. *Management's Discussion and Analysis of Financial Condition and Results of Operations*

GENERAL

Management Overview

Angi Inc. (with its subsidiaries, "Angi," the "Company," "we," "our," or "us") connects quality home professionals ("Pros") with consumers across more than 500 different categories, from repairing and remodeling homes to cleaning and landscaping. There were approximately 106,000 Average Monthly Active Pros (as defined below) in the U.S. during the three months ended June 30, 2026. Additionally, consumers turned to at least one of our businesses to find a Pro for approximately 15 million projects during the twelve months ended June 30, 2026.

In the United States, the Company provides Pros the capability to engage with potential customers, including quoting and invoicing services, and provides consumers with tools and resources to help them find local, pre-screened, and customer-rated Pros nationwide for home repair, maintenance, and improvement projects. Consumers can also request household services directly through the Angi platform, and such requests are fulfilled by independently established Pros engaged in a trade, occupation, and/or business that customarily provides such services. Matching service, booking of pre-priced services, and related tools and directories are provided to consumers free of charge upon registration. The Company also owns marketplaces in Austria, Canada, France, Germany, Italy, the Netherlands, and the UK, which provide Pros the ability to engage with potential customers and consumers the ability to engage with the Pros they need.

For a more detailed description of the Company's operating businesses, see "Description of Our Businesses" included in "Item 1—Business" to the Company's Annual Report on Form 10-K for the year ended December 31, 2025 (the "Annual Report").

Distribution

On March 31, 2025, People Incorporated, formerly known as IAC Inc. ("IAC"), completed the spin-off of its ownership in the Company through a special dividend of the common stock of the Company owned by IAC to the holders of IAC common stock and IAC Class B common stock (the "Distribution"). Prior to the effective time of the Distribution, IAC voluntarily converted all of the shares of our Class B Common Stock that it owned to shares of Class A Common Stock. As a result of this conversion, there are no longer any shares of our Class B Common Stock outstanding. After completion of the Distribution, IAC has no ownership in the Company, there are no shares of Class B Common Stock outstanding, and the only class of Angi capital stock with shares outstanding is Class A Common Stock.

Defined Terms and Operating Metrics:

Unless otherwise indicated or as the context otherwise requires, certain terms used in this quarterly report on Form 10-Q (this "Quarterly Report"), which include the principal operating metrics we use in managing our business, are defined below:

- **Service Requests** – requests for connections with Pros in the period, which include pre-priced offerings and indications of interest expressed on a Pro profile.
- **Leads** – connections between consumers and Pros resulting from a Service Request in the period, including the completion of a job related to a pre-priced offering; a single Service Request can result in multiple Leads.
- **Proprietary** – refers to sources of Service Requests in which consumers go through an Angi proprietary user experience or a retail partner experience.
- **Network** – refers to sources of Service Requests in which consumers are presented with Angi Pros through a third party website experience.
- **U.S. Revenue** – comprised of revenue generated within the U.S. segment, including Lead revenue for consumer matches, revenue from Pros under contract for advertising, membership subscription revenue from Pros and consumers, and revenue from pre-priced offerings by which the consumer requests services through a Company platform and the Company connects them with a Pro to perform the service.
- **International Revenue** – comprised of revenue generated within the International segment (consisting of businesses

in Europe and Canada), including Lead revenue for consumer matches and membership subscription revenue from Pros.

- **Proprietary Revenue** – the portion of U.S. Revenue allocated to Proprietary channels, calculated based on the proportionate share of Leads originating from Proprietary channels in the period.

- **Network Revenue** – the portion of U.S. Revenue allocated to Network channels, calculated based on the proportionate share of Leads originating from Network channels in the period.

- **Acquired Pros** – new Pros onboarded onto the Angi platform and eligible to receive Leads in the period.

- **Average Monthly Active Pros** – the average number of Pros per month that (i) received Leads, (ii) were presented on a Service Request where they agreed to receive a Lead if selected, (iii) requested to be connected to a consumer on a Service Request, or (iv) accepted an offer to complete a pre-priced Service Request.

- **ANGI Group Senior Notes** – on August 20, 2020, ANGI Group, LLC ("ANGI Group"), a direct wholly-owned subsidiary of the Company, issued $500.0 million of its 3.875% Senior Notes due August 15, 2028, with interest payable February 15 and August 15 of each year. At June 30, 2026, $400.0 million of the 3.875% Senior Notes remain outstanding.

- **Revolving Facility** – a senior secured revolving facility of ANGI Group in an aggregate principal amount of $175.0 million, including a letter of credit sublimit of up to $25.0 million.

Components of Results of Operations

Cost of Revenue and Gross Profit

- **Cost of revenue** – excludes depreciation, consists primarily of (i) credit card processing fees, (ii) hosting fees, (iii) payments made to independent third-party Pros who perform work, and (iv) sales tax.

- **Gross profit** – revenue less cost of revenue. Gross margin is gross profit expressed as a percentage of revenue.

Operating Costs and Expenses:

- **Selling and marketing expense** – consists primarily of (i) advertising expenditures, which include marketing fees to promote the brand to consumers and Pros with (a) online marketing, including fees paid to search engines and other online marketing platforms, partners who direct traffic to our brands, and app platforms, and (b) offline marketing, which is primarily television and radio advertising, (ii) compensation expense (including stock-based compensation expense) and other employee-related costs for our sales and marketing personnel, (iii) service guarantee expense, (iv) software license and maintenance costs, and (v) outsourced personnel costs.

- **General and administrative expense** – consists primarily of (i) compensation expense (including stock-based compensation expense) and other employee-related costs for personnel engaged in executive management, finance, legal, tax, human resources, and customer service functions, (ii) provision for credit losses, (iii) software license and maintenance costs, (iv) outsourced personnel costs for personnel engaged in assisting in customer service functions, (v) fees for professional services, and (vi) rent expense and facilities costs (including impairments of right-of-use assets). Our customer service function includes personnel who provide support to our Pros and consumers.

- **Product development expense** – consists primarily of (i) compensation expense (including stock-based compensation expense) and other employee-related costs that are not capitalized for personnel engaged in the design, development, testing, and enhancement of product offerings and related technology, (ii) software license and maintenance costs, and (iii) outsourced personnel costs for personnel engaged in product development.

- **Restructuring** – consists primarily of charges associated with a formal restructuring plan that are related to workforce reductions.

- **Goodwill impairment** – consists of non-cash charges recorded when the estimated fair value of a reporting unit is less than the carrying value of its net assets, including goodwill.

- **Impairment of intangibles** – consists of the impairment charges related to indefinite-lived intangible assets, in each case acquired through business combinations, recorded when the carrying value of the indefinite-lived intangible asset exceeds its estimated fair value, and in each case are not indicative of ongoing operating performance.

Non-GAAP financial measure

Adjusted Earnings Before Interest, Taxes, Depreciation and Amortization ("Adjusted EBITDA") is a non-GAAP financial measure. See "Principles of Financial Reporting" for the definition of Adjusted EBITDA and required non-GAAP reconciliations.

Results of Operations for the three and six months ended June 30, 2026 compared to the three and six months ended June 30, 2025

The following discussion should be read in conjunction with "Item 1—Consolidated Financial Statements." Included below are year-over-year comparisons between the three and six months ended June 30, 2026 and the three and six months ended June 30, 2025.

Revenue

	Three Months Ended June 30,				Six Months Ended June 30,			
	2026	2025	$ Change	% Change	2026	2025	$ Change	% Change
	(Dollars in thousands)							
U.S.								
Lead revenue	$ 196,293	$ 154,207	$ 42,086	27%	$ 380,725	$ 269,596	$ 111,129	41%
Advertising revenue	—	64,247	(64,247)	NM	(46)	135,893	(135,939)	NM
Services revenue	13,347	19,302	(5,955)	(31)%	26,129	36,213	(10,084)	(28)%
Membership subscription revenue	5,683	7,712	(2,029)	(26)%	10,985	16,274	(5,289)	(32)%
Other revenue	52	63	(11)	(17)%	80	110	(30)	(27)%
Total U.S. Revenue	215,375	245,531	(30,156)	(12)%	417,873	458,086	(40,213)	(9)%
International Revenue	32,628	32,690	(62)	—%	68,280	66,048	2,232	3%
Total revenue	$ 248,003	$ 278,221	$ (30,218)	(11)%	$ 486,153	$ 524,134	$ (37,981)	(7)%
Percentage of Total Revenue:								
U.S.	87 %	88 %			86 %	87 %		
International	13 %	12 %			14 %	13 %		
Total revenue	100 %	100 %			100 %	100 %		
U.S. Revenue by Source:								
Proprietary Revenue	$ 198,146	$ 219,248	$ (21,102)	(10)%	$ 383,501	$ 392,599	$ (9,098)	(2)%
Network Revenue	$ 17,229	$ 26,283	$ (9,054)	(34)%	$ 34,372	$ 65,487	$ (31,115)	(48)%
Total U.S. Revenue	$ 215,375	$ 245,531	$ (30,156)	(12)%	$ 417,873	$ 458,086	$ (40,213)	(9)%

	Three Months Ended June 30,				Six Months Ended June 30,			
	2026	2025	Change	% Change	2026	2025	Change	% Change
	(In thousands, rounding differences may occur)							
U.S. Operating metrics:								
Service Requests								
Proprietary	4,037	4,118	(81)	(2)%	7,291	6,891	400	6%
Network	274	444	(170)	(38)%	541	1,032	(491)	(48)%
Total	4,311	4,562	(251)	(6)%	7,832	7,923	(91)	(1)%
Leads								
Proprietary	4,451	4,980	(529)	(11)%	8,499	8,570	(71)	(1)%
Network	387	597	(210)	(35)%	761	1,409	(648)	(46)%
Total	4,838	5,577	(739)	(13)%	9,261	9,979	(718)	(7)%

	Three Months Ended June 30,				Six Months Ended June 30,			
	2026	2025	Change	% Change	2026	2025	$ Change	% Change
	(In thousands)							
U.S. Pro metrics:								
Acquired Pros	27	24	3	13%	50	47	3	6%
Average Monthly Active Pros	106	126	(21)	(17)%	105	130	(25)	(19)%

NM = Not meaningful

For the three months ended June 30, 2026 compared to the three months ended June 30, 2025

U.S. Revenue decreased by $30.2 million, or 12%, due primarily to macroeconomic conditions causing a reduction in Pro spend and utilization of available Pro capacity with a corresponding 10% decrease in Proprietary Revenue, reflecting a shift in homeowner demand toward lower-consideration categories, and a 34% decrease in Network Revenue, reflecting the continued shift in consumer traffic following the homeowner choice transition implemented in January 2025.

For the six months ended June 30, 2026 compared to the six months ended June 30, 2025

U.S. Revenue decreased by $40.2 million, or 9%, due primarily to a 48% decrease in Network Revenue, reflecting the continued shift in consumer traffic following the homeowner choice transition implemented in January 2025, and a 2% decrease in Proprietary Revenue, reflecting a shift in homeowner demand toward lower-consideration categories amid unstable macroeconomic conditions and a corresponding reduction in Pro spend and utilization of available Pro capacity.

International Revenue increased by $2.2 million, or 3%, driven primarily by stronger Euro and British Pound foreign exchange rates relative to the U.S. Dollar.

Cost of revenue

	Three Months Ended June 30,				Six Months Ended June 30,			
	2026	2025	$ Change	% Change	2026	2025	$ Change	% Change
	(Dollars in thousands)							
Cost of revenue (exclusive of depreciation shown separately below)	$ 11,669	$ 13,142	$ (1,473)	(11)%	$ 21,362	$ 26,157	$ (4,795)	(18)%
As a percentage of revenue	5%	5%			4%	5%		

For the three months ended June 30, 2026 compared to the three months ended June 30, 2025

U.S. cost of revenue decreased $2.2 million, or 18%, and remained constant as a percentage of revenue, due primarily to decreases of $1.1 million in sales tax expense, $0.4 million in credit card processing fees, and $0.2 million in hosting fees.

International cost of revenue increased $0.8 million, or 96%, and increased as a percentage of revenue by 2%, due primarily to an increase of $0.6 million in hosting fees.

For the six months ended June 30, 2026 compared to the six months ended June 30, 2025

U.S. cost of revenue decreased $6.0 million, or 25%, and decreased as a percentage of revenue by 1%, due primarily to decreases of $2.5 million in sales tax expense and $1.8 million in hosting fees.

International cost of revenue increased $1.2 million, or 67%, and increased as a percentage of revenue by 2%, due primarily to an increase of $1.1 million in hosting fees.

Gross profit

	Three Months Ended June 30,				Six Months Ended June 30,			
	2026	2025	$ Change	% Change	2026	2025	$ Change	% Change
	(Dollars in thousands)							
Revenue	$ 248,003	$ 278,221	$ (30,218)	(11)%	$ 486,153	$ 524,134	$ (37,981)	(7)%
Cost of revenue (exclusive of depreciation shown separately below)	11,669	13,142	(1,473)	(11)%	21,362	26,157	(4,795)	(18)%
Gross profit	$ 236,334	$ 265,079	$ (28,745)	(11)%	$ 464,791	$ 497,977	$ (33,186)	(7)%
Gross margin	95%	95%		—%	96%	95%		1%

For the three months ended June 30, 2026 compared to the three months ended June 30, 2025

Gross profit decreased $28.7 million, or 11%, due primarily to the decrease in revenue partially offset by the decrease in cost of revenue as described above.

For the six months ended June 30, 2026 compared to the six months ended June 30, 2025

Gross profit decreased $33.2 million, or 7%, due primarily to the decrease in revenue partially offset by the decrease in cost of revenue as described above.

Selling and marketing expense

	Three Months Ended June 30,				Six Months Ended June 30,			
	2026	2025	$ Change	% Change	2026	2025	$ Change	% Change
	(Dollars in thousands)							
Selling and marketing expense	$ 142,256	$ 139,453	$ 2,803	2%	$ 282,189	$ 257,994	$ 24,195	9%
As a percentage of revenue	57%	50%			58%	49%		

For the three months ended June 30, 2026 compared to the three months ended June 30, 2025

U.S. selling and marketing expense decreased $1.7 million, or 1%, due primarily to decreases in compensation expense of $4.1 million and service guarantee expense of $1.4 million, partially offset by an increase in advertising expense of $4.2 million. The decrease in compensation expense reflects headcount reductions, and the decrease in service guarantee expense reflects lower revenue from guaranteed service jobs. The increase in advertising expense reflects higher investment in television and online advertising to drive the service request volume of the Proprietary channel compared to that of the Network channel.

International selling and marketing expense increased $4.5 million, or 52%, due primarily to an increase in advertising expense of $2.3 million. The increase in advertising expense is due to higher television advertising spend.

For the six months ended June 30, 2026 compared to the six months ended June 30, 2025

U.S. selling and marketing expense increased $14.4 million, or 6%, due primarily to an increase in advertising expense of $34.6 million, partially offset by decreases in compensation expense of $16.4 million, service guarantee expense of $2.9 million, and software maintenance costs of $0.6 million. The increase in advertising expense reflects higher investment in television and online advertising to drive Proprietary channel service request volume compared to the Network channel. The decrease in compensation expense reflects headcount reductions, the decrease in service guarantee expense reflects lower revenue from guaranteed service jobs, and the decrease in software maintenance costs reflects the rationalization of software vendor contracts following the restructuring announced in January 2026.

International selling and marketing expense increased $9.8 million, or 53%, due primarily to an increase in advertising expense of $6.8 million. The increase in advertising expense is due to higher television advertising spend.

General and administrative expense

	Three Months Ended June 30,				Six Months Ended June 30,			
	2026	2025	$ Change	% Change	2026	2025	$ Change	% Change
	(Dollars in thousands)							
General and administrative expense	$ 59,885	$ 74,081	$ (14,196)	(19)%	$ 117,816	$ 131,400	$ (13,584)	(10)%
As a percentage of revenue	24%	27%			24%	25%		

For the three months ended June 30, 2026 compared to the three months ended June 30, 2025

U.S. general and administrative expense decreased $13.0 million, or 21%, due primarily to decreases in compensation expense of $9.3 million, provision for credit losses of $1.3 million, and third-party wages of $1.1 million. The decrease in compensation expense primarily reflects headcount reductions. The decrease in the provision for credit losses was primarily due to lower revenue and improved collection rates. The decrease in third-party wages was primarily due to reduced costs related to customer support services.

For the six months ended June 30, 2026 compared to the six months ended June 30, 2025

U.S. general and administrative expense decreased $12.4 million, or 11%, due primarily to decreases in compensation expense of $3.9 million, provision for credit losses of $2.8 million, and third-party wages of $2.3 million. The decrease in compensation expense primarily reflects headcount reductions. The decrease in the provision for credit losses was primarily due to lower revenue and improved collection rates. The decrease in third-party wages was primarily due to reduced costs related to customer support services.

Product development expense

	Three Months Ended June 30,				Six Months Ended June 30,			
	2026	2025	$ Change	% Change	2026	2025	$ Change	% Change
	(Dollars in thousands)							
Product development expense	$ 10,901	$ 23,594	$ (12,693)	(54)%	$ 21,341	$ 50,681	$ (29,340)	(58)%
As a percentage of revenue	4%	8%			4%	10%		

For the three and six months ended June 30, 2026 compared to the three and six months ended June 30, 2025

Product development expense decreased $12.7 million, or 54%, and decreased $29.3 million, or 58%, for the three and six months ended June 30, 2026, respectively, compared to the three and six months ended June 30, 2025. The decrease is due primarily to the reduction of the Company’s global workforce by approximately 350 employees in order to reduce operating expenses and optimize the organizational structure in support of long-term growth. Refer to “Note 3—Restructuring” for a summary of the activities related to restructuring for the three and six months ended June 30, 2026.

Depreciation

	Three Months Ended June 30,				Six Months Ended June 30,			
	2026	2025	$ Change	% Change	2026	2025	$ Change	% Change
	(Dollars in thousands)							
Depreciation	$ 21,039	$ 10,278	$ 10,761	105%	$ 35,733	$ 20,226	$ 15,507	77%
As a percentage of revenue	8%	4%			7%	4%		

For the three and six months ended June 30, 2026 compared to the three and six months ended June 30, 2025

Depreciation increased $10.8 million, or 105%, and increased $15.5 million, or 77% for the three and six months ended June 30, 2026, respectively, compared to the three and six months ended June 30, 2025. This increase is due to the increase in the Company’s capitalized software spend over the prior year and accelerated depreciation recognized on certain capitalized software assets as a result of the planned deprecation of our legacy technology platform.

Restructuring

	Three Months Ended June 30,				Six Months Ended June 30,			
	2026	2025	$ Change	% Change	2026	2025	$ Change	% Change
	(Dollars in thousands)							
Restructuring	$ 774	$ —	$ 774	NM	$ 15,697	$ —	$ 15,697	NM
As a percentage of revenue	—%	—%			3%	—%		

For the three and six months ended June 30, 2026 compared to the three and six months ended June 30, 2025

Restructuring increased $0.8 million and $15.7 million, for the three and six months ended June 30, 2026, respectively, due to a reduction of the Company's global workforce by approximately 350 employees in order to reduce operating expenses and optimize the organizational structure in support of long-term growth. Refer to "Note 3—Restructuring" for a summary of the activities related to restructuring for the three and six months ended June 30, 2026.

Goodwill impairment

	Three Months Ended June 30,				Six Months Ended June 30,			
	2026	2025	$ Change	% Change	2026	2025	$ Change	% Change
	(Dollars in thousands)							
Goodwill impairment	$ 225,628	$ —	$ 225,628	NM	$ 225,628	$ —	$ 225,628	NM
As a percentage of revenue	91%	—%			46%	—%		

For the three and six months ended June 30, 2026 compared to the three and six months ended June 30, 2025

The Company recorded an impairment charge during the three months ended June 30, 2026 related to goodwill at the U.S. reporting unit. Refer to "Note 1—The Company and Summary of Significant Accounting Policies" for more information.

Impairment of Intangibles

	Three Months Ended June 30,				Six Months Ended June 30,			
	2026	2025	$ Change	% Change	2026	2025	$ Change	% Change
	(Dollars in thousands)							
Impairment of intangibles	$ 9,600	$ —	$ 9,600	NM	$ 9,600	$ —	$ 9,600	NM
As a percentage of revenue	4%	—%			2%	—%		

For the three and six months ended June 30, 2026 compared to the three and six months ended June 30, 2025

The Company recorded an impairment charge during the three months ended June 30, 2026 related to indefinite-lived trade names at the U.S. reporting unit. Refer to "Note 1—The Company and Summary of Significant Accounting Policies" for more information.

Operating income

	Three Months Ended June 30,				Six Months Ended June 30,			
	2026	2025	$ Change	% Change	2026	2025	$ Change	% Change
U.S.	$ (239,012)	$ 12,706	$ (251,718)	NM	$ (250,239)	$ 26,663	$ (276,902)	NM
International	5,263	4,967	296	6%	7,026	11,013	(3,987)	(36)%
Total	$ (233,749)	$ 17,673	$ (251,422)	NM	$ (243,213)	$ 37,676	$ (280,889)	NM
As a percentage of revenue	(94)%	6%			(50)%	7%		

For the three and six months ended June 30, 2026 compared to the three and six months ended June 30, 2025

Operating income decreased for the three and six months ended June 30, 2026, compared to the three and six months ended June 30, 2025, respectively, due primarily to the factors described above in the cost of revenue, selling and marketing, general and administrative, product development, depreciation, restructuring, goodwill impairment and impairment of intangibles expense discussions.

Adjusted EBITDA

	Three Months Ended June 30,				Six Months Ended June 30,			
	2026	2025	$ Change	% Change	2026	2025	$ Change	% Change
	(Dollars in thousands)							
U.S.	$ 21,477	$ 27,581	$ (6,104)	(22)%	$ 36,593	$ 49,147	$ (12,554)	(26)%
International	6,771	5,424	1,347	25%	14,560	11,522	3,038	26%
Total	$ 28,248	$ 33,005	$ (4,757)	(14)%	$ 51,153	$ 60,669	$ (9,516)	(16)%
As a percentage of revenue	11%	12%			11%	12%		

See “Principles of Financial Reporting” for the definition of Adjusted EBITDA and required non-GAAP reconciliations.

For the three months ended June 30, 2026 compared to the three months ended June 30, 2025

U.S. Adjusted EBITDA decreased $6.1 million, or 22%, to $21.5 million, and decreased as a percentage of revenue. The decrease was primarily driven by a decrease of revenue of $30.2 million and an increase in advertising spend. This was partially offset by lower general and administrative expense and product development expense due to the reduction of the Company’s global workforce.

International Adjusted EBITDA increased $1.3 million, or 25%, to $6.8 million, and increased as a percentage of revenue. The increase was primarily driven by an increase in revenue and decrease in product development expense due to the reduction of the Company’s global workforce, partially offset by higher selling and marketing expense due to an increase in advertising expense.

For the six months ended June 30, 2026 compared to the six months ended June 30, 2025

U.S. Adjusted EBITDA decreased $12.6 million, or 26%, to $36.6 million, and decreased as a percentage of revenue. The decrease was primarily driven by an increase in advertising spend as the Company prioritized investment in Proprietary channels, along with a decline in legacy Network Revenue. These factors were partially offset by lower product development expense resulting from the reduction of the Company’s global workforce.

International Adjusted EBITDA increased $3.0 million, or 26%, to $14.6 million, and increased as a percentage of revenue. The increase was primarily driven by an increase in revenue and lower product development expense due to the reduction of the Company’s global workforce, partially offset by higher selling and marketing expense due to an increase in advertising expense.

Interest expense

	Three Months Ended June 30,				Six Months Ended June 30,			
	2026	2025	$ Change	% Change	2026	2025	$ Change	% Change
	(In thousands)							
Interest expense	$ (4,807)	$ (5,051)	$ (244)	(5)%	$ (10,137)	$ (10,095)	$ 42	—%

Interest expense relates to interest on the ANGI Group Senior Notes.

For a detailed description of long-term debt, net, see "Note 5—Long-term Debt" to the financial statements included in "Item 1—Consolidated Financial Statements."

Other income, net

	Three Months Ended June 30,				Six Months Ended June 30,			
	2026	2025	$ Change	% Change	2026	2025	$ Change	% Change
	(In thousands)							
Other income, net	$ 6,971	$ 4,819	$ 2,152	45%	$ 12,070	$ 9,647	$ 2,423	25%

For the three and six months ended June 30, 2026 compared to the three and six months ended June 30, 2025

Other income, net, increased for the three and six months ended June 30, 2026 by $2.2 million and $2.4 million, or 45% and 25%, respectively. The increase for the three months ended June 30, 2026 was primarily driven by a $5.6 million gain on extinguishment of debt, partially offset by a decrease of $2.2 million in interest income and a increase of $1.3 million in foreign exchange losses. The increase for the six months ended June 30, 2026 was driven by a $8.4 million gain on extinguishment of debt, partially offset by a decrease of $4.0 million in interest income and a increase of $1.9 million in foreign exchange losses.

Income tax provision

	Three Months Ended June 30,				Six Months Ended June 30,			
	2026	2025	$ Change	% Change	2026	2025	$ Change	% Change
	(Dollars in thousands)							
Income tax benefit (provision)	$ 918	$ (6,544)	$ 7,462	NM	$ 1,635	$ (11,225)	$ 12,860	NM
Effective income tax rate	—%	38%			1%	30%		

For further details of income tax matters, see "Note 8—Income Taxes" to the financial statements included in "Item 1. Consolidated Financial Statements."

For the three and six months ended June 30, 2026 compared to the three and six months ended June 30, 2025

For the three and six months ended June 30, 2026, the Company recorded an income tax benefit of $0.9 million and $1.6 million, respectively. The effective income tax rate is lower than the statutory rate of 21% primarily due to the impact of a goodwill impairment charge, which is primarily permanently non-deductible for income tax purposes, for which no corresponding tax benefit was recorded.

For the three months ended June 30, 2025, the effective income tax rate is higher than the statutory rate of 21% due primarily to foreign income taxed at different rates and state taxes, partially offset by research credits. For the six months ended June 30, 2025, the effective income tax rate is higher than the statutory rate of 21% due primarily to foreign income taxed at different rates, tax shortfalls generated by the vesting of stock-based awards and state taxes, partially offset by research credits.

PRINCIPLES OF FINANCIAL REPORTING

We report Adjusted EBITDA as a supplemental measure to U.S. generally accepted accounting principles ("GAAP"). This measure is considered a primary segment measure of profitability and one of the metrics by which we evaluate the performance of our businesses, and on which our internal budgets are based, and may also impact management compensation. We believe that investors should have access to, and we are obligated to provide, the same set of tools that we use in analyzing our results. This non-GAAP measure should be considered in addition to results prepared in accordance with GAAP, but should not be considered a substitute for or superior to GAAP results. We endeavor to compensate for the limitations of the non-GAAP measure presented by providing the comparable GAAP measure with equal or greater prominence and descriptions of the reconciling items, including quantifying such items, to derive the non-GAAP measure. We encourage investors to examine the reconciling adjustments between the GAAP and non-GAAP measure, which we discuss below.

Definition of Non-GAAP Measure

Adjusted Earnings Before Interest, Taxes, Depreciation and Amortization ("Adjusted EBITDA") is defined as operating income excluding: (1) stock-based compensation expense; (2) depreciation; (3) acquisition-related items consisting of amortization of intangible assets and impairments of goodwill and intangible assets, if applicable; and (4) restructuring. The Company believes this measure is useful for analysts and investors as this measure allows a more meaningful comparison between its performance and that of its competitors. Adjusted EBITDA has certain limitations because it excludes the impact of these expenses.

Non-Cash Expenses That Are Excluded from Our Non-GAAP Measure

Stock-based compensation expense consists of expense associated with the grants, including unvested grants assumed in acquisitions, of stock appreciation rights, restricted stock units ("RSUs"), stock options, performance-based RSUs ("PSUs"), and market-based awards. These expenses are not paid in cash and we view the economic costs of stock-based awards to be the dilution to our share base; we also include the related shares in our fully diluted shares outstanding for GAAP earnings per share using the treasury stock method. PSUs and market-based awards are included only to the extent the applicable performance or market condition(s) have been met (assuming the end of the reporting period is the end of the contingency period). The Company is currently settling all stock-based awards on a net basis and remits the required tax-withholding amounts from its current funds.

Depreciation is a non-cash expense relating to our capitalized software, leasehold improvements, and equipment and is computed using the straight-line method to allocate the cost of depreciable assets to operations over their estimated useful lives, or, in the case of leasehold improvements, the lease term, if shorter.

Amortization of intangible assets and impairments of goodwill and intangible assets are non-cash expenses related primarily to acquisitions. At the time of an acquisition, the identifiable definite-lived intangible assets of the acquired company, such as professional relationships, technology, and trade names, are valued and amortized over their estimated lives. Value is also assigned to acquired indefinite-lived intangible assets, which comprise trade names and trademarks, and goodwill that are not subject to amortization. An impairment is recorded when the carrying value of an intangible asset or goodwill exceeds its fair value. We believe that intangible assets represent costs incurred by the acquired company to build value prior to acquisition and the related amortization and impairments of intangible assets or goodwill, if applicable, are not ongoing costs of doing business.

Restructuring are costs associated with a formal restructuring plan that are primarily related to workforce reductions. The Company excludes these expenses because they are not reflective of ordinary course ongoing business and operating results.

The following tables reconcile net earnings (loss) attributable to Angi shareholders to Adjusted EBITDA for the Company's reportable segments:

Table of Contents

	Three Months Ended June 30, 2026						
	Operating Income (Loss)	Stock-Based Compensation Expense	Depreciation	Restructuring	Goodwill Impairment	Impairment of Intangibles	Adjusted EBITDA
	(In thousands)						
U.S.	$ (239,012)	$ 4,246	$ 20,122	$ 893	$ 225,628	$ 9,600	$ 21,477
International	5,263	710	917	(119)	—	—	6,771
Total	$ (233,749)	$ 4,956	$ 21,039	$ 774	$ 225,628	$ 9,600	$ 28,248
Interest expense	(4,807)						
Other income, net	6,971						
Earnings before income taxes	(231,585)						
Income tax benefit	918						
Net loss attributable to Angi Inc. shareholders	$ (230,667)						

	Three Months Ended June 30, 2025						
	Operating Income	Stock-Based Compensation Expense	Depreciation	Restructuring	Goodwill Impairment	Impairment of Intangibles	Adjusted EBITDA
	(In thousands)						
U.S.	$ 12,706	$ 4,648	$ 10,227	$ —	$ —	$ —	$ 27,581
International	4,967	406	51	—	—	—	5,424
Total	$ 17,673	$ 5,054	$ 10,278	$ —	$ —	$ —	$ 33,005
Interest expense	(5,051)						
Other income, net	4,819						
Earnings before income taxes	17,441						
Income tax provision	(6,544)						
Net earnings attributable to Angi Inc. shareholders	$ 10,897						

	Six Months Ended June 30, 2026						
	Operating Income (Loss)	Stock-Based Compensation Expense	Depreciation	Restructuring	Goodwill Impairment	Impairment of Intangibles	Adjusted EBITDA
	(In thousands)						
U.S.	(250,239)	$ 6,454	$ 34,434	$ 10,716	$ 225,628	$ 9,600	$ 36,593
International	7,026	1,254	1,299	4,981	—	—	14,560
Total	(243,213)	$ 7,708	$ 35,733	$ 15,697	$ 225,628	$ 9,600	$ 51,153
Interest expense	(10,137)						
Other income, net	12,070						
Earnings before income taxes	(241,280)						
Income tax benefit	1,635						
Net loss attributable to Angi Inc. shareholders	$ (239,645)						

	Six Months Ended June 30, 2025						
	Operating Income	Stock-Based Compensation Expense	Depreciation	Restructuring	Goodwill Impairment	Impairment of Intangibles	Adjusted EBITDA
	(In thousands)						
U.S.	$ 26,663	$ 2,353	$ 20,131	$ —	$ —	$ —	$ 49,147
International	11,013	414	95	—	—	—	11,522
Total	$ 37,676	$ 2,767	$ 20,226	$ —	$ —	$ —	$ 60,669
Interest expense	(10,095)						
Other income, net	9,647						
Earnings before income taxes	37,228						
Income tax provision	(11,225)						
Net earnings attributable to Angi Inc. shareholders	$ 26,003						

FINANCIAL POSITION, LIQUIDITY, AND CAPITAL RESOURCES

Financial Position

	June 30, 2026	December 31, 2025
	(In thousands)	
Cash and cash equivalents:		
United States	$ 179,438	$ 296,283
All other countries	9,263	7,418
Total cash and cash equivalents	$ 188,701	$ 303,701
Long-term debt:		
ANGI Group Senior Notes	$ 400,000	$ 500,000
Less: unamortized debt issuance costs	1,525	2,333
Total long-term debt, net	$ 398,475	$ 497,667

At June 30, 2026, all of the Company’s international cash can be repatriated without significant consequences.

For a detailed description of long-term debt, see “Note 5—Long-term Debt” to the financial statements included in “Item 1—Consolidated Financial Statements.”

Cash Flow Information

In summary, the Company’s cash flows are as follows:

	Six Months Ended June 30,	
	2026	2025
	(In thousands)	
Net cash provided by (used in):		
Operating activities	$ 9,338	$ 54,008
Investing activities	$ (30,677)	$ (24,749)
Financing activities	$ (93,276)	$ (83,157)

Net cash provided by operating activities consists of earnings adjusted for non-cash items and the effect of changes in working capital. Non-cash adjustments include depreciation, provision for credit losses, stock-based compensation expense, non-cash lease expense (including impairment of right-of-use assets), deferred income taxes, and impairment of intangibles.

2026

Adjustments to net earnings consist primarily of $225.6 million of goodwill impairment, $35.7 million of depreciation, $9.6 million of impairment of intangibles, $7.7 million of stock-based compensation expense, and $3.8 million of non-cash lease expense, partially offset by a $8.4 million net gain of extinguishment of debt and $2.3 million of deferred income taxes. The decrease in cash from changes in working capital consists primarily of a decrease of $10.8 million in accounts payable and other liabilities, a decrease of $9.4 million in operating lease liabilities, an increase in accounts receivable, net, of $3.9 million which includes the non-cash impact from the provision for credit losses of $20.8 million and excludes foreign currency impact of $0.3 million, a decrease of $3.7 million in income taxes payable and receivable, partially offset by a decrease of $3.1 million in other assets and an increase of $0.9 million in deferred revenue. The increase in accounts receivable was due primarily to timing of invoicing and cash receipts. The decrease in accounts payable and other liabilities was due primarily to payments of compensation previously accrued and interest. The decrease in operating lease liabilities was due to cash payments on leases net of interest accretion. The decrease in other assets was due primarily to the amortization of prepaid balances in excess of new prepayments made during the period. The increase in deferred revenue was due primarily to changes in the timing of billings and revenue recognized.

Net cash used in investing activities includes capital expenditures of $30.7 million primarily related to investments in capitalized software to support the Company’s products and services.

Net cash used in financing activities includes $91.2 million for the repurchase of ANGI Group Senior Notes and $2.1 million for the payment of withholding taxes on behalf of employees for stock-based awards that were net settled.

2025

Adjustments to net earnings consist primarily of $24.0 million of provision for credit losses, $20.2 million of depreciation, $7.4 million of deferred income taxes, $3.6 million of non-cash lease expense, and $2.8 million of stock-based compensation expense. The decrease from changes in working capital consists primarily of an increase of $31.1 million in accounts receivable, a decrease of $9.2 million in deferred revenue, and a decrease of $6.5 million in operating lease liabilities, partially offset by an increase of $12.4 million in accounts payable and other liabilities and a decrease of $6.7 million in other assets. The increase in accounts receivable is due primarily to timing of cash receipts. The decrease in deferred revenue is due primarily to a decrease in advertising sales and lower memberships. The decrease in operating lease liabilities is due to cash payments on leases net of interest accretion. The increase in accounts payable and other liabilities is due primarily to the timing of payments, partially offset by payments for accrued compensation. The decrease in other assets is due to lower capitalized sales commissions which were impacted by a reduction in the size of the sales force, a larger portion of sales commissions being expensed rather than capitalized in the period, and a shift to annual bonuses for roles that previously received commissions, partially offset by an increase in prepaid assets due to the timing of invoices.

Net cash used in investing activities includes capital expenditures of $24.8 million primarily related to investments in capitalized software to support the Company's products and services.

Net cash used in financing activities includes $76.4 million for the repurchase of 5.1 million shares of the Company's Class A Common Stock, on a settlement date basis, at an average price of $14.91 per share and $6.8 million for the payment of withholding taxes on behalf of employees for stock-based awards that were net settled.

Liquidity and Capital Resources

Debt

As of December 31, 2025, we had $500.0 million aggregate principal amount of 3.875% senior notes due August 15, 2028 (the "ANGI Group Senior Notes"). During the first and second quarter of 2026, ANGI Group repurchased a portion of the outstanding principal amount of ANGI Group Senior Notes, as further described below. As of June 30, 2026, $400 million aggregate principal amount of ANGI Group Senior Notes remained outstanding. Interest on the ANGI Group Senior Notes is paid semi-annually in arrears on February 15 and August 15 of each year. In December 2025, ANGI Group amended the indenture governing the ANGI Group Senior Notes to add certain U.S. subsidiaries of ANGI Group that are guarantors under the Credit Agreement (defined below) as additional guarantors under such indenture.

In November 2025, ANGI Group entered into a credit agreement (the "Credit Agreement"), with the lenders and issuing lenders party thereto and JPMorgan Chase Bank, N.A., as administrative agent and collateral agent, providing for a senior secured revolving facility in an aggregate principal amount of $175.0 million, including a letter of credit sublimit of up to $25.0 million (the "Revolving Facility"). While the Revolving Facility has a stated maturity of November 6, 2030, the Credit Agreement provides that the maturity date will at all times be no later than the 91st day prior to the maturity date of the ANGI Group Senior Notes. As a result, unless the ANGI Group Senior Notes are repaid or refinanced prior to that date, the maturity of the Revolving Facility will accelerate to May 16, 2028. As of June 30, 2026, there were no outstanding borrowings under the Revolving Facility. For additional details, see "Note 5—Long-term Debt" to the consolidated financial statements included in "Item 1. Consolidated Financial Statements."

Debt Repurchase Activity

During the three and six months ended June 30, 2026, the Company repurchased a total of $73.4 million and $100.0 million aggregate principal amount, respectively, of the ANGI Group Senior Notes, maturing in 2028, for total cash consideration, including $0.5 million and $0.7 million, respectively, of accrued and unpaid interest, for $68.0 million and $91.9 million, respectively. The repurchases of the ANGI Group Senior Notes resulted in an aggregate net gain on extinguishment of debt of $5.6 million and $8.4 million, which is included in other income, net in the consolidated statement of operations for the three and six months ended June 30, 2026, respectively.

Table of Contents

Contractual Obligations

As of June 30, 2026, there were no material changes outside the ordinary course of business to the Company’s contractual obligations disclosures as of December 31, 2025, included in the Company’s Annual Report on Form 10-K for the year ended December 31, 2025.

Capital Expenditures

The Company’s 2026 capital expenditures are expected to be consistent with 2025 capital expenditures of $59.6 million.

Liquidity Assessment

The Company’s liquidity could be negatively affected by a decrease in demand for its products and services due to economic or other factors.

The Company believes its existing cash, cash equivalents, expected positive cash flows generated from operations, and if necessary, its borrowing capacity under the Revolving Facility, will be sufficient to fund its normal operating requirements, including capital expenditures, debt service, the payment of withholding taxes paid on behalf of employees for net-settled stock-based awards, and investing and other commitments, for the next twelve months. The Company may consider additional forms of liquidity. These forms of liquidity could subject us to operating and financial covenants that may restrict our business activities, including the incurrence of additional indebtedness, investments and certain payments. From time to time, we may also elect to raise additional capital through the sale of additional equity or debt financing to fund business activities such as strategic acquisitions, share repurchases, or other purposes.

Additional financing may not be available on terms favorable to the Company or at all, and may also be impacted by any disruptions in the financial markets. In addition, the Company’s existing indebtedness could limit its ability to obtain additional financing.

CRITICAL ACCOUNTING POLICIES AND ESTIMATES

Management of the Company is required to make certain estimates, judgments, and assumptions during the preparation of its consolidated financial statements in accordance with GAAP. These estimates, judgments, and assumptions impact the reported amount of assets, liabilities, revenue and expenses and the related disclosure of assets and liabilities. Actual results could differ from these estimates. Because of the size of the financial statement elements to which they relate, some of our accounting policies and estimates have a more significant impact on our financial statements than others. Our significant accounting policies are described in Note 1—The Company and Summary of Significant Accounting Policies to our unaudited consolidated financial statements included elsewhere in this Quarterly Report on Form 10-Q and in the notes to the consolidated financial statements included in Part II, Item 8 of the Annual Report. There have been no material changes to our critical accounting estimates since our Annual Report, except as described below.

Recoverability of Goodwill and Indefinite-Lived Intangible Assets

The Company's U.S. and International reporting units are separate operating segments. See "Note 7—Segment Information" for additional information regarding the Company's method of determining operating and reportable segments.

The Company assesses goodwill and indefinite-lived intangible assets for impairment annually as of October 1, or more frequently if an event occurs or circumstances change that would indicate that it is more likely than not that the fair value of a reporting unit or the fair value of an indefinite-lived intangible asset has declined below its carrying value.

If the conclusion of our qualitative assessment is that there are indicators of impairment and a quantitative test is required, the annual or interim quantitative test of the recovery of goodwill involves a comparison of the estimated fair value of the Company's reporting unit that is being tested to its carrying value. If the estimated fair value of a reporting unit exceeds its carrying value, goodwill of the reporting unit is not impaired. If the carrying value of a reporting unit exceeds its estimated fair value, a goodwill impairment equal to the excess is recorded. During the second quarter of 2026, the Company concluded that the continued decrease in stock price and market capitalization since December 31, 2025 constituted a triggering event such that the Company performed quantitative impairment assessments of its goodwill and indefinite-lived intangible assets as of May 31, 2026.

As a result of the quantitative impairment assessment, the Company determined that the carrying value of the U.S. reporting unit exceeded the fair value by $225.6 million, resulting in a goodwill impairment charge of $225.6 million which is presented as a separate line item on the consolidated statement of operations during the three and six months ended June 30, 2026. The estimated fair value of the International reporting unit exceeded its carrying value by approximately $200.0 million, or 70%, and accordingly no goodwill impairment was recorded during the three and six months ended June 30, 2026.

The fair value of the Company's reporting units was determined using both an income approach based on discounted cash flows ("DCF") and a market approach. The income approach and market approach were each weighted 50% in determining the concluded fair value of each reporting unit. The fair value measurements used in the quantitative impairment tests are classified as Level 3 measurements within the fair value hierarchy, as they incorporate significant unobservable inputs.

Determining fair value using a DCF analysis requires the exercise of significant judgment with respect to several items, including the amount and timing of expected future cash flows, discount rates, and the long-term growth rate used to estimate terminal value. The expected cash flows used in the DCF analyses were based on the Company's most recent forecast, and for years beyond the periods covered by the forecast, the Company's estimates of forecasted long-term growth rates. The discount rates used in the DCF analyses are intended to reflect the risks, which consider macroeconomic and industry specific factors, inherent in the expected future cash flows of the respective reporting units. The discount rates used in the quantitative tests as of June 30, 2026 for determining the fair value of the Company's U.S. and International reporting units were 16.0% and 17.5%, respectively. The long-term growth rate used to estimate terminal value in the DCF analyses as of June 30, 2026 was 3.0% for the U.S. and International reporting units.

Following the impairment charge, the carrying value of the U.S. reporting unit's goodwill equals its approximate fair value as of June 30, 2026. Accordingly, any adverse change in key assumptions could result in additional impairment. A 100 basis point increase in the discount rate would result in approximately $35.0 million of additional impairment. A 100 basis point decrease in the long-term growth rate would result in approximately $20.0 million of additional impairment.

Determining fair value using a market approach considers multiples of financial metrics based on EBITDA trading multiples of a selected peer group of companies. From the comparable companies, a representative market multiple is determined which is applied to financial metrics to estimate the fair value of a reporting unit. To determine a peer group of companies for our respective reporting units, we considered companies relevant in terms of consumer use, monetization model, margin and growth characteristics, and brand strength operating in their respective sectors. The EBITDA trading multiples used in the quantitative test as of June 30, 2026 for determining the fair value of the Company's U.S. reporting unit were between 6.5x and 8.5x. The trading multiples used in the quantitative test as of June 30, 2026 for determining the fair value of the Company's International reporting unit were between 6.5x and 10.0x.

In the second quarter of 2026, the Company identified an impairment charge of $9.6 million related to a certain indefinite-lived trade name at the U.S. reporting unit. The discount rate used to value this trade name was 16.0%, the royalty rate was

2.0% and a long-term growth rate of 3.0%. The impairment of the indefinite-lived intangible asset is included in “Impairment of intangibles” in the statement of operations. No other indefinite-lived intangible assets were impaired as a result of the assessment.

The Company determines the fair value of indefinite-lived intangible assets using a relief from royalty DCF valuation analysis. The fair value measurements used in the quantitative relief from royalty DCF valuations are classified as Level 3 measurements within the fair value hierarchy, as they incorporate significant unobservable inputs. Significant judgments inherent in this analysis include the selection of appropriate royalty and discount rates and estimating the amount and timing of expected future revenue. The discount rates used in the DCF analyses are intended to reflect the risks inherent in the expected future cash flows generated by the respective intangible assets. The royalty rates used in the DCF analyses are based upon an estimate of the royalty rates that a market participant would pay to license the Company’s trade names and trademarks. The expected cash flows used in the relief from royalty analyses were based on the Company’s most recent forecast, and for years beyond the periods covered by the forecast, the Company’s estimates of forecasted long-term growth rates. The discount rates used in the Company’s indefinite-lived impairment assessment ranged from 16.0% to 17.5%, the royalty rates used ranged from 2.0% to 4.5% and the long-term growth rate used to estimate the terminal value in the DCF analyses was 3.0% as of June 30, 2026.

Following the impairment charge, the carrying value of the indefinite-lived trade names equals its fair value as of June 30, 2026. Accordingly, any adverse change in key assumptions could result in additional impairment. A 100 basis point increase in the discount rate would result in approximately $0.4 million of additional impairment. A 100 basis point decrease in the royalty rate would result in approximately $2.4 million of additional impairment. A 100 basis point decrease in the long-term growth rate would result in approximately $0.2 million of additional impairment.

Item 3. ***Quantitative and Qualitative Disclosures About Market Risk***

During the six months ended June 30, 2026, there have been no material changes to the Company's instruments or positions that are sensitive to market risk since the disclosure in our Annual Report on Form 10-K for the year ended December 31, 2025.

Item 4. ***Controls and Procedures***

As required by Rule 13a-15(b) under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), management, including our Chief Executive Officer (“CEO”) and Chief Financial Officer (“CFO”), conducted an evaluation, as of the end of the period covered by this Quarterly Report, of the effectiveness of the Company’s disclosure controls and procedures as defined by Rule 13a-15(e) under the Exchange Act. Based on this evaluation, our CEO and CFO concluded that the Company’s disclosure controls and procedures were effective as of the end of the period covered by this Quarterly Report.

The Company monitors and evaluates on an ongoing basis its internal control over financial reporting in order to improve its overall effectiveness. In the course of these evaluations, the Company modifies and refines its internal processes as conditions warrant.

During the three months ended June 30, 2026, there have been no changes to our internal control over financial reporting that have materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting.

Our management, including our CEO and CFO, does not expect that our disclosure controls and procedures or our internal control over financial reporting will prevent or detect all errors and all fraud. A control system, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the control system are met. Because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that all control issues and instances of fraud, if any, within the organization have been detected. The design of any system of controls is also based in part upon certain assumptions about the likelihood of future events, and there can be no assurance that any design will succeed in achieving its stated goals under all potential future conditions. Over time, controls may become inadequate because of changes in conditions, or the degree of compliance with the policies or procedures may deteriorate. Because of the inherent limitations in a cost-effective control system, misstatements due to error or fraud may occur and not be detected.

PART II

OTHER INFORMATION

Item 1. *Legal Proceedings*

Overview

In the ordinary course of business, the Company and its subsidiaries are (or may become) parties to claims, suits, regulatory and government investigations, and other proceedings involving property, personal injury, intellectual property, privacy, tax, labor and employment, competition, commercial disputes, consumer protection and other claims, as well as stockholder derivative actions, class action lawsuits and other matters. Such claims, suits, regulatory and government investigations, and other proceedings could result in fines, civil or criminal penalties, or other adverse consequences. The amounts that may be recovered in such matters may be subject to insurance coverage. Although the results of legal proceedings and claims cannot be predicted with certainty, neither the Company nor any of its subsidiaries is currently a party to any legal proceedings the outcome of which, we believe, if determined adversely to us, would individually or in the aggregate have a material adverse effect on our business, financial condition or results of operations. However, the outcome of such matters is inherently unpredictable and subject to significant uncertainties.

Rules of the SEC require the description of material pending legal proceedings (other than ordinary, routine litigation incident to the registrant's business) and advise that proceedings ordinarily need not be described if they primarily involve damages claims for amounts (exclusive of interest and costs) not exceeding 10% of the current assets of the registrant and its subsidiaries on a consolidated basis. In the judgment of Company management, none of the pending litigation matters, which we are defending, involves or is likely to involve amounts of that magnitude.

Item 1A. *Risk Factors*

This Quarterly Report contains "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. The use of words such as "anticipates," "estimates," "expects," "plans," "intends," "will," "may", "could" and "believes," among similar expressions, generally identify forward-looking statements. These forward-looking statements include, among others, statements relating to our future business, financial condition, results of operations and financial performance, our business prospects and strategy, future financing arrangements, our expectations regarding share repurchases, trends in the home services industry and other similar matters. These forward-looking statements are based on the expectations and assumptions of our management about future events as of the date of this report, which are inherently subject to uncertainties, risks and changes in circumstances that are difficult to predict.

Actual results could differ materially from those contained in these forward-looking statements for a variety of reasons, including, among others: (i) the continued migration of the home services market online, (ii) our ability to market our various products and services in a successful and cost-effective manner, (iii) the continued display of links to websites offering our products and services in a prominent manner in search results, (iv) our ability to expand our pre-priced offerings while balancing the overall mix of service requests and directory services on Angi platforms, (v) our ability to establish and maintain relationships with quality and trustworthy Pros, (vi) our continued ability to develop and monetize versions of our products and services for mobile and other digital devices, (vii) our ability to access, share and use personal data about consumers, (viii) our continued ability to communicate with consumers and Pros via e-mail (or other sufficient means), (ix) our ability to continue to generate leads for Pros given changing requirements applicable to certain communications with consumers, (x) any challenge to the contractor classification or employment status of our Pros, (xi) our ability to compete, (xii) adverse economic events or trends (particularly those that impact consumer confidence and spending behavior), (xiii) our ability to maintain and/or enhance our various brands, (xiv) our ability to protect our systems, technology and infrastructure from cyberattacks and to protect personal and confidential user information (including credit card information), as well as the impact of cyberattacks experienced by third parties, (xv) the occurrence of data security breaches and/or fraud, (xvi) increased liabilities and costs related to the processing, storage, use and disclosure of personal and confidential user information, (xvii) the integrity, quality, efficiency and scalability of our systems, technology and infrastructures (and those of third parties with whom we do business), (xviii) changes in key personnel, (xix) our development and use of AI and machine learning technologies and the related legal and regulatory developments, (xx) various risks related to our relationship with IAC following the Distribution, (xxi) our ability to generate sufficient cash to service our indebtedness, (xxii) the impact of our current and future indebtedness on our ability to obtain additional financing and pursue other business opportunities and (xxiii) certain risks related to ownership of our Class A Common Stock.

Certain of these and other risks and uncertainties are discussed in our filings with the SEC, including in "Item 1A—Risk Factors" of our Annual Report. Other unknown or unpredictable factors that could also adversely affect our business, financial condition and operating results may arise from time to time. In light of these risks and uncertainties, the forward-looking statements discussed in this Quarterly Report may not prove to be accurate. Accordingly, you should not place undue reliance on these forward-looking statements, which only reflect the views of Company management as of the date of this Quarterly Report. We do not undertake to update these forward-looking statements.

Except as set forth below, there have been no material changes to the risk factors disclosed in “Item 1A—Risk Factors” of our Annual Report. The risk factor set forth below supplements, and should be read together with, the risk factors discussed under “Item 1A—Risk Factors” of our Annual Report, any or all of which could materially and adversely affect the Company’s business, financial condition or results of operations. Additional risks and uncertainties not currently known to us or that we currently deem to be immaterial also may materially and adversely affect the Company’s business, financial condition and/or results of operations.

Goodwill and indefinite-lived intangible assets are a material component of our balance sheet, and impairments of these assets could have a significant impact on our financial condition and results of operations.

Goodwill and indefinite-lived intangible assets represent a significant portion of our total assets. We assess goodwill and indefinite-lived intangible assets for impairment annually and more frequently if an event occurs or circumstances change that would indicate that it is more likely than not that the fair value of a reporting unit or indefinite-lived intangible asset has declined below its carrying value. If the carrying value of a reporting unit or an indefinite-lived intangible asset exceeds its estimated fair value, an impairment charge is recorded for the excess, which would reduce our net income and could have a material adverse effect on our business, financial condition or results of operations.

During the second quarter of 2026, we concluded that the continued decline in our stock price and market capitalization constituted a triggering event and performed interim quantitative impairment assessments. As a result, we recorded a goodwill impairment charge of $225.6 million related to our U.S. reporting unit and an impairment charge of $9.6 million related to a certain indefinite-lived trade name at our U.S. reporting unit. If market and economic conditions or business performance deteriorate, the likelihood we could record another impairment charge would increase. Any impairment charge could materially and adversely affect our business, financial condition or results of operations, including by significantly reducing our net income.

Item 2. ***Unregistered Sales of Equity Securities and Use of Proceeds***

Unregistered Sales of Equity Securities

The Company did not issue or sell any shares of its common stock or any other equity securities pursuant to unregistered transactions during the three months ended June 30, 2026.

Issuer Purchases of Equity Securities

None.

Item 5. ***Other Information***

Rule 10b5-1 Trading Plans

No director or officer of the Company adopted or terminated a Rule 10b5-1 trading plan or non-Rule 10b5-1 trading arrangement (as such term is defined in Item 408(a) of Regulation S-K) during the three months ended June 30, 2026.

Item 6. *Exhibits*

The documents set forth below, numbered in accordance with Item 601 of Regulation S-K, are filed herewith, incorporated by reference to the location indicated or furnished herewith.

Exhibit Number	Description	Location
3.1	Amended and Restated Certificate of Incorporation of Angi Inc.	Exhibit 3.1 to the Registrant's Quarterly Report on Form 10-Q for the fiscal quarter ended June 30, 2024.
3.2	Amended and Restated Certificate of Incorporation of ANGI Homeservices Inc.	Exhibit 3.1 to the Registrant's Current Report on Form 8-K, filed on October 2, 2017.
3.3	Certificate of Amendment to the Amended and Restated Certificate of Incorporation of ANGI Homeservices Inc. (effective as of March 17, 2021).	Exhibit 3.1 to the Registrant's Current Report on Form 8-K, filed on March 17, 2021.
3.4	Certificate of Amendment to the Amended and Restated Certificate of Incorporation of Angi Inc. (dated as of June 13, 2024).	Exhibit 3.1 to the Registrant's Current Report on Form 8-K, filed on June 14, 2024
3.5	Certificate of Amendment to the Amended and Restated Certificate of Incorporation of Angi Inc. (dated as of March 21, 2025).	Exhibit 3.1 to the Registrant's Current Report on Form 8-K, filed on March 24, 2025
3.6	Certificate of Amendment to the Amended and Restated Certificate of Incorporation of Angi Inc. (dated as of March 31, 2025).	Exhibit 3.1 to the Registrant's Current Report on Form 8-K, filed on April 1, 2025.
3.7	Amended and Restated Bylaws (as amended April 30, 2026).	Exhibit 3.7 to the Registrant's Quarterly Report on Form 10-Q for the fiscal quarter ended March 31, 2026
10.1	Amended and Restated Angi Inc. 2017 Stock and Annual Incentive Plan.(1)	Exhibit 4.1 to the Registration Statement on Form S-8 filed on June 10, 2026
10.2	Form of Notice and Terms and Conditions for Restricted Stock Units granted under the Angi Inc. Amended and Restated 2017 Stock and Annual Incentive Plan.(1)(2)	
10.3	Form of Notice and Terms and Conditions for Stock Options granted under the Angi Inc. Amended and Restated 2017 Stock and Annual Incentive Plan.(1)(2)	
10.4	Form of Notice and Terms and Conditions for Stock Appreciation Rights granted under the Angi Inc. Amended and Restated 2017 Stock and Annual Incentive Plan.(1)(2)	
10.5	Employment Agreement between Michael Wanderer and Angi Inc., effective as of May 4, 2026.(1)(2)	
31.1	Certification of the Chief Executive Officer pursuant to Rule 13a-14(a) or 15d-14(a) of the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.(2)	
31.2	Certification of the Chief Financial Officer pursuant to Rule 13a-14(a) or 15d-14(a) of the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.(2)	
32.1	Certification of the Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.(3)	

32.2	Certification of the Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.(3)
101.INS	Inline XBRL Instance (the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document)
101.SCH	Inline XBRL Taxonomy Extension Schema.(2)
101.CAL	Inline XBRL Taxonomy Extension Calculation.(2)
101.DEF	Inline XBRL Taxonomy Extension Definition.(2)
101.LAB	Inline XBRL Taxonomy Extension Labels.(2)
101.PRE	Inline XBRL Taxonomy Extension Presentation.(2)
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101).

(1) Reflects management contracts or management or director compensatory plans.

(2) Filed herewith.

(3) The information in Exhibits 32.1 and 32.2 shall not be deemed "filed" for the purposes of Section 18 of the Exchange Act, or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Exchange Act, whether made before or after the date of this Quarterly Report, irrespective of any general incorporation language contained in such filing.

SIGNATURES

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

Dated: August 4, 2026

Angi Inc.

By: /s/ JULIE HOARAU
Julie Hoarau
Chief Financial Officer

Signature	Title	Date
/s/ JULIE HOARAU Julie Hoarau	Chief Financial Officer	August 4, 2026

Notice of Restricted Stock Unit Award Granted Under the
Amended and Restated Angi Inc. 2017 Stock and Annual Incentive Plan

Award Recipient:	[NAME]
Award:	[NUMBER] restricted stock units (“RSUs”) under the Amended and Restated Angi Inc. 2017 Stock and Annual Incentive Plan (as amended from time to time, the “2017 Plan”). Capitalized terms used (but not defined) in this Award Notice shall have the meanings set forth in the 2017 Plan.
Grant Date:	[DATE] (the “Grant Date”)
Vesting Schedule:	Subject to your continued employment with Angi Inc. or and of its Subsidiaries, your RSU award shall, subject to the provisions of the 2017 Plan, [VESTING SCHEDULE; MUST BE AT LEAST ONE YEAR FROM GRANT DATE UNLESS FALLS WITHIN EXCEPTION IN PLAN].
Impact of a Termination of Employment:	Except as otherwise provided in the 2017 Plan or the attached Terms and Conditions, upon a termination of your employment or your resignation for any reason, any and all unvested RSUs then underlying your RSU award will be forfeited and canceled in their entirety.
Terms and Conditions:	Your RSU award is subject to the attached Terms and Conditions and to the 2017 Plan, which are incorporated herein by reference. Copies of these documents are also available upon request from Angi Inc. Human Resources. Without a complete review of these documents, you will not have a full understanding of all the material terms of your RSU award.

Terms and Conditions for Restricted Stock Unit Award Granted Under the Amended and Restated Angi Inc. 2017 Stock and Annual Incentive Plan

Overview

These Terms and Conditions apply to your award of restricted stock units (the “Award”) granted pursuant to Section 7 of the Amended and Restated Angi Inc. 2017 Stock and Annual Incentive Plan (as amended from time to time, the “2017 Plan”). You were notified of your Award by way of an award notice (the “Award Notice”).

ALL CAPITALIZED TERMS USED HEREIN, TO THE EXTENT NOT DEFINED, SHALL HAVE THE MEANINGS SET FORTH IN 2017 PLAN.

Continuous Service

In order for your Award to vest, you must be continuously employed by Angi Inc. (“ANGI”) or any of its Subsidiaries during the Restriction Period (as defined below). Nothing in your Award Notice, these Terms and Conditions or the 2017 Plan shall confer upon you any right to continue in the employ or service of ANGI or any of its Subsidiaries or interfere in any way with their rights to terminate your employment or service at any time.

Vesting

Subject to these Terms and Conditions and the 2017 Plan, the restricted stock units (“RSUs”) in respect of your Award shall vest and no longer be subject to any restriction (such period during which such restriction applies is the “Restriction Period”) as specified in your Award Notice.

Termination of Employment

Except as set forth in your Award Notice or below, upon any termination of your employment with ANGI or any of its Subsidiaries during the Restriction Period for any reason (including, for the avoidance of doubt, due to your death or Disability) any unvested portion of your Award shall be forfeited and canceled in its entirety effective immediately upon such event.

If your employment is terminated for Cause or if you resign in anticipation of being terminated for Cause, then all unvested RSUs then underlying your Award shall be forfeited and canceled in their entirety. In addition, if following any termination of your employment for any reason, ANGI becomes aware that during the two (2) years prior to such termination of employment there was an event or circumstance that: (i) constituted fraud (financial or otherwise) or (ii) would have been grounds for termination for Cause that caused or is reasonably likely to cause meaningful damage (economic, reputational or otherwise) to ANGI and/or any of its Affiliates (the “Underlying Event”), then: (x) all RSUs then underlying your Award (whether or not vested) that remain outstanding shall be forfeited and canceled in their entirety and (y) if any portion of the RSUs underlying your Award vested after the Underlying Event, then ANGI shall be entitled to recover from you at any time within two (2) years after such vesting, and you shall pay over to ANGI, any and all value received upon such vesting(s). This remedy shall be without prejudice to, or waiver of, any other remedies ANGI, its Subsidiaries and/or its Affiliates may have in such event.

Settlement

Subject to your satisfaction of the tax obligations described immediately below under "Taxes and Withholding," as soon as practicable after any RSUs in respect of your Award have vested and are no longer subject to the Restriction Period (but no later than the March 15 following the calendar year in which the vesting date occurs), such RSUs shall be settled. For each RSU settled, ANGI shall: (i) if you are employed within the United States, issue one share of Common Stock for each RSU vesting or (ii) if you are employed outside of the United States, pay (or cause to be paid) to you a cash amount equal to the Fair Market Value of one share of Common Stock for each RSU vesting. Notwithstanding the foregoing, ANGI shall be entitled to hold the shares or cash issuable to you upon settlement of all RSUs that have vested until ANGI (or the agent selected by ANGI to administer the 2017 Plan (the "Agent")) has received from you: (x) a duly executed Form W-9 or W-8, as applicable, or (y) payment for any federal, state, local or foreign taxes of any kind required by law to be withheld with respect to such RSUs.

Taxes and Withholding

No later than the date as of which an amount in respect of any RSUs first becomes includible in your gross income for federal, state, local or foreign income or employment or other tax purposes, ANGI, its Subsidiaries and/or Affiliates shall, unless prohibited by law, have the right to deduct any federal, state, local or foreign taxes of any kind required by law to be withheld with respect to such amount due to you, including deducting such amount from the delivery of shares or cash issued upon settlement of the RSUs that gives rise to the withholding requirement. In the event shares are deducted to cover tax withholdings, the number of shares withheld shall generally have a Fair Market Value equal to the aggregate amount of ANGI's withholding obligation. In the event that any such deduction and/or withholding is prohibited by law, you shall, prior to or contemporaneously with the vesting or your RSUs, pay to ANGI (or make arrangements satisfactory to ANGI 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.

Adjustment in the Event of Change in Stock; Change in Control

Adjustment in the Event of Change in Stock. In the event of a stock dividend, stock split, reverse stock split, reorganization, share combination, recapitalization or similar event affecting the capital structure of ANGI, or a Disaffiliation, separation or spinoff, in each case, without consideration, or other extraordinary dividend of cash or other property (each, a "Share Change"), the Committee or the Board shall, in its sole discretion, make such substitutions or adjustments as it deems appropriate and equitable to the number and kind of Shares or other securities subject to your RSUs. In the event of a merger, consolidation, acquisition of property or shares, stock rights offering, liquidation, disposition for consideration of ANGI's direct or indirect ownership of a Subsidiary or Affiliate (including by reason of a Disaffiliation) or similar event affecting ANGI or any of its Subsidiaries (each, a "Corporate Transaction"), the Committee or the Board may, in its sole discretion, make such substitutions or adjustments as it deems appropriate and equitable to the number and kind of Shares or other securities subject to your RSUs. The determination of the Committee regarding any such adjustments will be final and conclusive and need not be the same for all RSU award recipients.

Change in Control. The vesting of your Award will not be accelerated upon a Change in Control of ANGI. However, in the event that you cease to be employed by ANGI or its Subsidiaries during the two (2) year period following a Change in Control of ANGI as a result of a termination of your employment other than for Cause or Disability or your resignation for Good Reason, then all unvested RSUs then underlying your Award shall vest in one lump sum installment as of the date of such event. The Disaffiliation of the business or Subsidiary of ANGI that employs you or for which you are performing services at the time of such Disaffiliation shall be considered a Termination of Employment (*not* a Change in Control of ANGI) and shall be governed by the applicable provisions of the 2017 Plan and the provisions set forth under the caption "Termination of Employment" above; provided, however, that the Committee or the Board may deem it appropriate to make an equitable adjustment to the number of RSUs and the number and kind of Shares or other securities underlying the RSUs.

Non-Transferability of the RSUs

Until such time as your RSUs are ultimately settled, they shall not be transferable by you by means of sale, assignment, exchange, encumbrance, pledge, hedge or otherwise.

No Rights as a Stockholder

Except as otherwise specifically provided in these Terms and Conditions, unless and until your RSUs are settled, you shall not be entitled to any rights of a stockholder with respect to the RSUs (including the right to vote the shares underlying your RSUs).

Dividends and Dividend Equivalents

If ANGI declares and pays cash dividends with respect to its Shares while any RSUs are outstanding, then ANGI shall credit, as of each dividend payment date, a dollar amount of dividend equivalents to your account. The dollar amount of the dividend equivalents credited shall be determined by multiplying the number of RSUs credited to your account pursuant to the Award as of the dividend record date times the dollar amount of the cash dividend per Share. Your right to receive such accrued dividend equivalents shall vest, and the amount of the accrued dividend equivalents shall be paid in cash, to the same extent and at the same time as the underlying RSUs to which the dividend equivalents relate vest and are settled, as provided in these Terms and Conditions. No interest shall accrue on any unpaid dividend equivalents. Any dividend equivalents accrued on RSUs that are forfeited in accordance with this Agreement shall also be forfeited.

Other Restrictions

The RSUs underlying your Award shall be subject to the requirement that, if at any time the Committee shall determine that: (i) the listing, registration or qualification of the shares of Common Stock subject or related thereto upon any securities exchange or under any state or federal law and/or (ii) the consent or approval of any government regulatory body, is necessary or desirable as a condition of (or in connection with) the delivery of such shares of Common Stock, then in any such event, your Award shall not be effective unless such listing, registration, qualification, consent and/or approval shall have been effected or obtained free of any conditions not acceptable to the Committee.

Conflicts and Interpretation

In the event of any conflict between these Terms and Conditions and the 2017 Plan, the 2017 Plan shall control; provided, however, that any action or provision that is permissive under the terms of the 2017 Plan, and required under these Terms and Conditions, shall not be deemed a conflict and these Terms and Conditions shall control. In the event of any ambiguity in these Terms and Conditions, or any matters as to which these Terms and Conditions are silent, the 2017 Plan shall govern, including (without limitation) the provisions thereof pursuant to which the Committee has the power, among others, to: (i) interpret the 2017 Plan, (ii) prescribe, amend and rescind rules and regulations relating to the 2017 Plan and (iii) make all other determinations deemed necessary or advisable for the administration of the 2017 Plan. In the event of any (i) conflict between your Award Notice (or any other information given to you directly or indirectly through the Agent (including information posted on the stock plan administration database maintained by the Agent)) and ANGI's books and records or (ii) ambiguity in the Award Notice (or any other information given to you directly or indirectly through the Agent (including information posted on the stock plan administration database maintained by the Agent)), ANGI's books and records shall control.

Amendment

ANGI may modify, amend or waive the terms of your RSUs, prospectively or retroactively, but no such modification, amendment or waiver shall materially impair your rights without your consent, except as required by applicable law, Nasdaq or stock exchange rules, tax rules or accounting rules.

Data Protection

The acceptance of your RSUs constitutes your authorization of the release from time to time to ANGI, its Subsidiaries and/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 your RSUs and/or the 2017 Plan (the "Relevant Information"). Without limiting the above, this authorization permits your 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 your RSUs and/or the 2017 Plan and/or to implement or structure any further grants of equity awards (if any)). The acceptance of your RSUs also constitutes your authorization of the transfer of the Relevant Information to any jurisdiction in which ANGI, your employing company or the Agent considers appropriate. You shall have access to, and the right to change, the Relevant Information, which will only be used in accordance with applicable law.

Section 409A of the Code

Your Award is not intended to constitute "nonqualified deferred compensation" within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended, and the rules and regulations issued thereunder ("Section 409A"). Accordingly, if any amounts or benefits payable in respect of your Award are: (i) payable upon a termination of employment and (ii) if you are a "Specified Employee" (as defined under Section 409A) as of the date of your termination of employment, then such amounts or benefits (if any) shall be paid or provided to you in a single lump sum on the earlier of: (x) the first day of the seventh month following your termination of employment or (y) your death.

In no event shall ANGI be required to pay you any "gross-up" or other payment with respect to any taxes or penalties imposed under Section 409A with respect to any amounts or benefits paid to you in respect of your Award.

Notice of Stock Option Award Granted Under the
Amended and Restated Angi Inc. 2017 Stock and Annual Incentive Plan

Award Recipient:	[NAME]
Award:	Stock options to acquire [NUMBER] shares of Angi Inc. common stock at an exercise price of $[EXERCISE PRICE] per share ("Stock Options") under the Amended and Restated Angi Inc. 2017 Stock and Annual Incentive Plan (as amended from time to time, the "2017 Plan"). Capitalized terms used (but not defined) in this Award Notice shall have the meanings set forth in the 2017 Plan.
Grant Date:	[DATE] (the "Grant Date")
Vesting Schedule:	Subject to your continued employment with Angi Inc. or any of its Subsidiaries, your Stock Options shall, subject to the provisions of the 2017 Plan, [VESTING SCHEDULE; MUST BE AT LEAST ONE YEAR FROM GRANT DATE UNLESS FALLS WITHIN AN EXCEPTION IN THE PLAN].
Expiration Date:	Except as otherwise provided in the 2017 Plan or the attached Terms and Conditions, once vested, your Stock Options will expire upon the earlier of: (i) the 90th day following a Termination of Employment for any reason other than death, Disability, Retirement or Cause, (ii) the one-year anniversary of a Termination of Employment due to death, Disability or Retirement, (iii) a Termination of Employment for Cause or (iv) the ten year anniversary of the Grant Date. Vested Stock Options not exercised before the applicable date set forth above will be forfeited and canceled in their entirety.
Impact of a Termination of Employment:	Except as otherwise provided in the 2017 Plan or the attached Terms and Conditions, upon a Termination of Employment: (i) your unvested Stock Options will be forfeited and canceled in their entirety and (ii) as described above, you will have a limited period to exercise your vested Stock Options.
Terms and Conditions:	Your Stock Options are subject to the attached Terms and Conditions hereto and to the 2017 Plan, which are incorporated herein by reference. Copies of these documents are available upon request from Angi Inc. Human Resources Department. Without a complete review of these documents, you will not have a full understanding of all the material terms of your Stock Options.

Terms and Conditions for Stock Option Awards Granted Under the Amended and Restated Angi Inc.2017 Stock and Annual Incentive Plan

Overview

These Terms and Conditions apply to the grant to you by Angi Inc. ("ANGI" or the "Company") pursuant to Section 5 of the Amended and Restated Angi Inc. 2017 Stock and Annual Incentive Plan (as amended from time to time, the "2017 Plan") of the right and option (the "Stock Options") to purchase the number of shares of Common Stock of the Company set forth in your award notice (the "Award Notice," and together with these Terms and Conditions, the "Award Agreement") at the exercise price per share set forth in the Award Notice. The Stock Options shall be Non-qualified Options. Unless earlier terminated pursuant to the terms of your Award Agreement or the 2017 Plan, the Stock Options shall expire on the ten-year anniversary of your Award Date (the "Expiration Date").

ALL CAPITALIZED TERMS USED HEREIN, TO THE EXTENT NOT DEFINED, SHALL HAVE THE MEANINGS SET FORTH IN THE 2017 PLAN.

Continuous Service

In order for your Stock Options to vest, you must be continuously employed by ANGI or any of its Subsidiaries during the Restriction Period (as defined below). Nothing in this Award Agreement or the 2017 Plan shall confer upon you any right to continue in the employ or service of ANGI or any of its Subsidiaries or interfere in any way with their rights to terminate your employment or service at any time.

Vesting

Subject to this Award Agreement and the 2017 Plan, your Stock Options shall vest and become exercisable (such period prior to vesting is the "Restriction Period") as specified in your Award Notice.

Termination of Employment

Except as provided in this Award Agreement or the 2017 Plan, upon any Termination of Employment with ANGI or any of its Subsidiaries during the Restriction Period for any reason (including, for the avoidance of doubt, due to your death or Disability), any and all of your unvested Stock Options will be forfeited and canceled in their entirety effective immediately upon such event. Except as set forth below, upon a Termination of Employment for any reason other than death, Disability, Retirement or for Cause, that portion of the Stock Options, if any, which is exercisable at the time of such Termination of Employment may be exercised prior to the first to occur of: (a) the 90th day after such Termination of Employment or (b) the Expiration Date, and will thereafter be forfeited and canceled.

If your employment is terminated for Cause or if you resign in anticipation of being terminated for Cause, then all of your Stock Options (whether or not vested) shall be forfeited and canceled in their entirety. In addition, if following any termination of your employment for any reason, ANGI becomes aware that during the two (2) years prior to such termination of employment there was an event or circumstance that: (i) constituted fraud (financial or otherwise) or (ii) would have been grounds for termination for Cause that caused or is reasonably likely to cause meaningful damage (economic, reputational or otherwise) to ANGI and/or any of its Affiliates (the "Underlying Event"), then: (a) all of your Stock Options (whether or not vested) shall be forfeited and canceled in their entirety and (b) if any portion of your Stock Options were exercised after the Underlying Event, then ANGI shall be entitled to recover from you at any time within two (2) years after such exercise(s), and you shall pay over to ANGI, any gain realized as a result of such exercise(s). This remedy shall be without prejudice to, or waiver of, any other remedies ANGI, Subsidiaries and/or Affiliates may have in such event.

If your employment is terminated due to your death, that portion of the Stock Options, if any, which is exercisable at the time of death may be exercised by your estate or by a person who acquired the right to exercise such Stock Options by bequest or inheritance or otherwise by reason of your death at any time prior to the first to occur of: (a) the first anniversary of the date of your death or (b) the Expiration Date, and will thereafter be forfeited and canceled. If your employment is terminated due to your Disability or Retirement, that portion of the Stock Options, if any, which is exercisable at the time of such termination may be exercised by you or your guardian or legal representative at any time prior to the first to occur of: (a) the first anniversary of such termination or (b) the Expiration Date, and will thereafter be forfeited and canceled.

Method of Exercise of the Stock Options and Payment of the Exercise Price

The portion of your Stock Options that is vested may be exercised by delivering to the Company or the agent selected by ANGI to administer the 2017 Plan (the "Agent") a written (including by way of electronic means) notice stating the number of whole shares to be purchased pursuant to this Award Agreement, accompanied by payment of the full purchase price of the shares of Common Stock to be purchased. Your Stock Options may not be exercised at any one time as to fewer than 100 shares (or such number of shares as to which the Stock Options are then exercisable if less than 100).

The exercise price of the Stock Options shall be paid: (i) in cash, by certified check or bank draft payable to the order of the Company or by way of such other instrument as the Company may accept from time to time; (ii) by exchange of shares of unrestricted Common Stock already owned by you and having an aggregate Fair Market Value equal to the aggregate purchase price (which amount shall be equal to the product of the exercise price multiplied by the number of shares of Common Stock in respect of which the Stock Options are being exercised); provided, that you represent and warrant to the Company that you hold the shares of Common Stock free and clear of liens and encumbrances; (iii) by delivering, along with a properly executed exercise notice to the Company, a copy of irrevocable instructions to a broker to deliver promptly to the Company the aggregate exercise price and the amount of any applicable federal, state, local and/or foreign withholding taxes required to be withheld by the Company; provided, that such exercise must be implemented solely under a program or arrangement established and approved by the Company with a brokerage firm selected by the Company; (iv) by instructing the Company to withhold a number of Shares having a Fair Market Value (based on the Fair Market Value of the Common Stock on the date the applicable Stock Option is exercised) equal to the product of (A) the exercise price per Share multiplied by (B) the number of Shares in respect of which the Stock Option shall have been exercised; or (v) by any other procedure approved by the Committee, or by a combination of the foregoing.

Taxes and Withholding

No later than the date as of which an amount in respect of the Stock Options first becomes includible in your gross income for federal, state, local or foreign income or employment or other tax purposes, you shall pay to the Company or make arrangements satisfactory to the Committee regarding payment of any federal, state, local and/or foreign taxes of any kind required by law to be withheld with respect to such amount and the Company shall,

to the extent permitted or required by law, have the right to deduct from any payment of any kind otherwise due to you (either directly or indirectly through the Agent), federal, state, local and foreign taxes of any kind required by law to be withheld. Notwithstanding the foregoing, the Company shall be entitled to hold the shares issuable to you upon the exercise of your Stock Options (or the related proceeds) until the Company or the Agent has received from you: (i) a duly executed Form W-9 or W-8, as applicable and (ii) payment for any federal, state, local and/or foreign taxes of any kind required by law to be withheld with respect to such Stock Options. Payment for any federal, state, local and/or foreign taxes of any kind may be made in the same manner as payment for the exercise price (as described above).

Adjustment in the Event of Change in Stock; Change in Control

Adjustment in the Event of Change in Stock. In the event of a stock dividend, stock split, reverse stock split, reorganization, share combination, recapitalization or similar event affecting the capital structure of ANGI, or a Disaffiliation, separation or spinoff, in each case, without consideration, or other extraordinary dividend of cash or other property (each, a “Share Change”), the Committee or the Board shall, in its sole discretion, make such substitutions or adjustments as it deems appropriate and equitable to the number and kind of Shares or other securities underlying your Stock Options and to the exercise price of your Stock Options. In the event of a merger, consolidation, acquisition of property or shares, stock rights offering, liquidation, disposition for consideration of ANGI’s direct or indirect ownership of a Subsidiary or Affiliate (including by reason of a Disaffiliation) or similar event affecting ANGI or any of its Subsidiaries (each, a "Corporate Transaction"), the Committee or the Board may, in its sole discretion, make such substitutions or adjustments as it deems appropriate and equitable to the number and kind of Shares or other securities underlying your Stock Options and to the exercise price of your Stock Options. The determination of the Committee regarding any such adjustments will be final and conclusive and need not be the same for all holders of Stock Options.

Change in Control. The vesting of your Stock Options will not be accelerated upon a Change in Control of ANGI. However, in the event that you cease to be employed by ANGI or its Subsidiaries during the two (2) year period following a Change in Control of ANGI as a result of a termination of your employment other than for Cause or Disability or your resignation for Good Reason, then all then unvested Stock Options shall vest in one lump sum installment as of the date of such event. In addition, following a Termination of Employment under these circumstances, your Stock Options may be exercised through the later of: (i) the last date on which the Stock Options would be exercisable in the absence of a Change in Control and (ii) the earlier of: (A) the first anniversary of the Change in Control and (B) the Expiration Date, and will thereafter be forfeited and canceled.

The Disaffiliation of the business or Subsidiary of ANGI that employs you or for which you are performing services at the time of such Disaffiliation shall be considered a Termination of Employment (*not* a Change in Control of ANGI) and shall be governed by the applicable provisions of the 2017 and the applicable provisions of this Award Agreement; provided, however, that the Committee or the Board may deem it appropriate to make an equitable adjustment to the number of your Stock Options and the number and kind of Shares or other securities underlying such Stock Options in such case.

Non-Transferability of Stock Options

Your Stock Options are non-transferable (including by way of sale, assignment, exchange, encumbrance, pledge, hedge or otherwise), other than by will or the laws of descent and distribution or pursuant to a qualified domestic relations order.

No Rights as a Stockholder

Neither you nor any transferee of your Stock Options shall have rights as a stockholder (including the right to vote the shares underlying your Stock Options and the right to receive dividends) with respect to any shares covered by such Stock Options until you or your transferee: (i) has given written notice of exercise, (ii) if requested, has given the representation described in Section 14(a) of the 2017 Plan and (iii) has paid in full for the shares issuable upon exercise.

Payment of Transfer Taxes, Fees and Other Expenses

The Company agrees to pay any and all original issue taxes and stock transfer taxes that may be imposed on the issuance of shares acquired pursuant to exercise of your Stock Options, together with any and all other fees and expenses necessarily incurred by the Company in connection therewith. Notwithstanding the foregoing, you shall be solely responsible for any other taxes (including, without limitation, federal, state, local or foreign income taxes, social security, Medicare and/or other similar taxes and/or estate or excise taxes) that may be payable as a result of your participation in the 2017 Plan or as a result of the exercise of your Stock Options and/or the sale, disposition or transfer of any shares of Common Stock acquired upon the exercise of your Stock Options.

Other Restrictions

The exercise of your Stock Options shall be subject to the requirement that, if at any time the Committee shall determine that: (i) the listing, registration or qualification of the shares of Common Stock subject or related thereto upon any securities exchange or under any state or federal law and/or (ii) the consent or approval of any government regulatory body, is necessary or desirable as a condition of, or in connection with, such exercise or the delivery or purchase of shares pursuant thereto, then in any such event, the exercise shall not be effective unless such listing, registration, qualification, consent and/or approval shall have been effected or obtained free of any conditions not acceptable to the Committee.

Conflicts and Interpretation

In the event of any conflict between these Terms and Conditions and the 2017 Plan, the 2017 Plan shall control; provided, however, that any action or provision that is permissive under the terms of the 2017 Plan and required under these Terms and Conditions, shall not be deemed a conflict and these Terms and Conditions shall control. In the event of any ambiguity in these Terms and Conditions, or any matters as to which these Terms and Conditions are silent, the 2017 Plan shall govern, including (without limitation) the provisions thereof pursuant to which the Committee has the power, among others, to: (i) interpret the 2017 Plan, (ii) prescribe, amend and rescind rules and regulations relating to the 2017 Plan and (iii) make all other determinations deemed necessary or advisable for the administration of the 2017 Plan. In the event of: (i) any conflict between your Award Notice (or any other information given to you directly or indirectly through the Agent (including information posted on the stock plan administration database maintained by the Agent)) and ANGI's books and records or (ii) ambiguity in the Award Notice (or any other information given to you directly or indirectly through the Agent (including information posted on the stock plan administration database maintained by the Agent)), ANGI's books and records shall control.

Amendment

ANGI may modify, amend or waive the terms of your Stock Options, prospectively or retroactively, but no such modification, amendment or waiver shall materially impair your rights without your consent, except as required by applicable law, Nasdaq or stock exchange rules, tax rules or accounting rules.

Data Protection

The acceptance of your Stock Options constitutes your authorization of the release from time to time to ANGI, its Subsidiaries and/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 your Stock Options and/or the 2017 Plan (the "Relevant Information"). Without limiting the above, this authorization permits your 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 your Stock Options and/or the 2017 Plan and/or to implement or structure any further grants of equity awards (if any)). The acceptance of your Stock Options also constitutes your authorization of the transfer of the Relevant Information to any jurisdiction in which ANGI, your employing company or the Agent considers appropriate. You shall have access to, and the right to change, the Relevant Information, which will only be used in accordance with applicable law.

Notice of Stock Appreciation Right Award Granted Under the
Amended and Restated Angi Inc. 2017 Stock and Annual Incentive Plan

Award Recipient:	[NAME]
Award:	Stock appreciation rights to acquire [NUMBER] shares of Angi Inc. common stock at an exercise price of $[EXERCISE PRICE] per share ("SARs") under the Amended and Restated Angi Inc. 2017 Stock and Annual Incentive Plan (as amended from time to time, the "2017 Plan"). Capitalized terms used (but not defined) in this Award Notice shall have the meanings set forth in the 2017 Plan.
Grant Date:	[DATE] (the "Grant Date")
Vesting Schedule:	Subject to your continued employment with Angi Inc. or any of its Subsidiaries, your SARs shall, subject to the provisions of the 2017 Plan, [VESTING SCHEDULE; MUST BE AT LEAST ONE YEAR FROM GRANT DATE UNLESS FALLS WITHIN AN EXCEPTION IN THE PLAN].
Expiration Date:	Except as otherwise provided in the 2017 Plan or the attached Terms and Conditions, once vested, your SARs will expire upon the earlier of: (i) the 90th day following a Termination of Employment for any reason other than death, Disability, Retirement or Cause, (ii) the one-year anniversary of a Termination of Employment due to death, Disability or Retirement, (iii) a Termination of Employment for Cause or (iv) the ten year anniversary of the Grant Date. Vested SARs not exercised before the applicable date set forth above will be forfeited and canceled in their entirety.
Impact of a Termination of Employment:	Except as otherwise provided in the 2017 Plan or the attached Terms and Conditions, upon a Termination of Employment: (i) your unvested SARs will be forfeited and canceled in their entirety and (ii) as described above, you will have a limited period to exercise your vested SARs.
Terms and Conditions:	Your SARs are subject to the attached Terms and Conditions hereto and to the 2017 Plan, which are incorporated herein by reference. Copies of these documents are available upon request from Angi Inc. Human Resources Department. Without a complete review of these documents, you will not have a full understanding of all the material terms of your SARs.

Terms and Conditions for Stock Appreciation Rights Granted under
the Amended and Restated Angi Inc. 2017 Stock and Annual Incentive Plan

Overview

These Terms and Conditions apply to the grant to you by Angi Inc. (the "Company") pursuant to the Amended and Restated Angi Inc. 2017 Stock and Incentive Plan (as amended from time to time, the "Plan") of stock appreciation rights ("SARs"), which are rights to participate in the appreciation in the value of a specified number of shares of Common Stock as set forth in your award notice (the "Award Notice" and together with these Terms and Conditions, the "Award Agreement") at the exercise price per share set forth in the Award Notice. Unless earlier terminated pursuant to the terms of your Award Notice or the Plan, the SARs shall expire on the ten-year anniversary of your Award Date (the "Expiration Date").

All capitalized terms used herein, to the extent not defined, shall have the meanings set forth in the Plan.

Vesting and Continuous Service

Subject to this Award Agreement and the Plan, your SARs shall vest and become exercisable as set forth in your Award Notice. In order for your SARs to vest, you must be continuously employed by the Company or one of its Subsidiaries through the applicable vesting date.

Except as provided under "Change in Control" below, you immediately shall forfeit any unvested SARs at such time as you are no longer employed by the Company or one of its Subsidiaries, and such forfeited SARs shall be immediately canceled. Nothing in this Award Agreement or the Plan shall confer upon you any right to continue in the employ or service of the Company or any of its Subsidiaries or interfere in any way with their rights to terminate your employment or service at any time.

Exercise and Settlement of SARs

The portion of your SARs that is vested may be exercised by delivering to the Company or the agent selected by the Company to administer the Plan (the "Agent") a written (including by way of electronic means) notice stating the number of whole shares with respect to which the SARs are to be exercised pursuant to this Award Agreement. Your SARs may not be exercised at any one time as to fewer than 100 shares (or such number of shares as to which the SARs are then exercisable if less than 100). Fractional share interests shall be disregarded except they may be accumulated.

In full settlement of the number of shares with respect to which the SARs are exercised, you shall be entitled to receive payment in an amount (the "Settlement Amount") equal to the excess, if any, of the Fair Market Value as of the date prior to the date of exercise over the Exercise Price (as set forth in the Award Notice), multiplied by the number of SARs being exercised. Payment of the Settlement Amount shall be made in Shares, with a value (based on the Fair Market Value on the trading day immediately prior to the date of settlement) equal to the Settlement Amount.

Termination of Employment

Unless otherwise provided in this Award Agreement or the Plan, upon any Termination of Employment for any reason, any and all of your unvested SARs will be forfeited and canceled in their entirety. For the avoidance of doubt, a transfer of employment among the Company and its Subsidiaries, without any break in service, is not a Termination of Employment.

Notwithstanding anything herein to the contrary, if you incur a Termination of Employment for Cause or you resign in anticipation of being terminated by the Company for Cause or following any termination of your employment with the Company for any reason, the Company becomes aware that during the two (2) years prior to such Termination of Employment with the Company there was an event or circumstance that would have been grounds for termination for Cause, and the basis of any such termination (x) causes, caused or is reasonably likely to cause significant business or reputational harm to the Company or any of its Affiliates (as determined in the good faith discretion of the Board) or (y) involves or involved fraudulent misconduct that relates to or harms the Company or any of its Affiliates (the circumstances of either (x) or (y), the "Underlying Event"), then (A) all SARs, whether or not vested, held by you shall be immediately forfeited by you without consideration and cancelled and (B) if any portion of your SARs were settled after the Underlying Event, the Company shall be entitled to recover from you at any time within two (2) years after such settlement, and you shall pay over to the Company, any amounts realized as a result of the settlement. This remedy shall be without prejudice to, or waiver of, any other remedies the Company or its Subsidiaries or Affiliates may have in such event.

In the event of your Termination of Employment (other than a Termination of Employment for Cause), Section 5(i) of the Plan shall govern the exercisability and forfeiture of that portion of the SARs held by you, if any, which is vested at the time of such Termination of Employment.

Taxes and Withholding

No later than the date as of which an amount in respect of any SARs first becomes includible in your gross income for federal, state, local or foreign income or employment or other tax purposes, the Company shall, to the extent permitted or required by law, withhold or otherwise deduct from such amount or any other payment of any kind otherwise due to you (either directly or indirectly through its agent) (including, *e.g.*, via reduction of any amounts payable or any shares deliverable pursuant hereto), federal, state, local and foreign taxes of any kind required by law to be withheld. If for any reason the Company cannot do so, then you shall pay to the Company or make arrangements satisfactory to the Administrator regarding payment of any federal, state, local or foreign taxes of any kind required by law to be withheld with respect to such amount. Notwithstanding the foregoing, the Company shall be entitled to hold the shares issuable to you upon exercise of any SARs until the Company or an agent on the Company's behalf has received from you (i) a duly executed Form W-9 or W-8, as applicable, and (ii) payment for any federal, state, local or foreign taxes of any kind required by law to be withheld with respect to such SARs.

Change in Control

"Change in Control" is defined as set forth in the Plan. Except as otherwise provided in this Award Agreement or the Plan, in the event you cease to be employed by either the Company or any of its Subsidiaries within the two (2) year period following a Change in Control as a result of: (i) a termination by the Company other than for Cause or Disability or (ii) a resignation by you for Good Reason, then upon the occurrence of such event, 100% of your unvested SARs shall automatically vest. For the avoidance of doubt, the sale or disposition of the Subsidiary or division of the Company by which you are employed or for which you are performing services at the time of such sale or other disposition by the Company shall be considered a Termination of Employment (*not* a Change in Control) and shall be governed by the applicable provisions of this Award Agreement and the Plan; provided, that the

Committee or the Board may deem it appropriate to make an equitable adjustment to your SARs in such case.

Non-Transferability of SARs

Your SARs are non-transferable (including by way of sale, assignment, exchange, encumbrance, pledge, hedge or otherwise) by you other than by will or the laws of descent and distribution or pursuant to a qualified domestic relations order, and your SARs may be exercised, during your lifetime, only by you or by your guardian or legal representative or any transferee described above.

No Rights as a Stockholder

Neither you nor any transferee of your SARs shall have rights as a stockholder of the Company (including the right to vote the shares underlying your SARs and the right to receive dividends) with respect to any shares covered by such SARs by virtue of your ownership of SARs.

Payment of Transfer Taxes, Fees and Other Expenses

The Company agrees to pay any and all original issue taxes and stock transfer taxes that may be imposed on the issuance of shares acquired pursuant to exercise of any SARs, together with any and all other fees and expenses necessarily incurred by the Company in connection therewith. Notwithstanding the foregoing, you shall be solely responsible for any other taxes (including, without limitation, federal, state, local or foreign income, social security, estate or excise taxes) that may be payable as a result of your exercise of any SARs and/or the sale, disposition or transfer of any Shares acquired upon the exercise of any SARs.

Conflicts and Interpretation

In the event of any conflict between this Award Agreement and the Plan, the Plan shall control; provided, that an action or provision that is permissive under the terms of the Plan, and required under this Award Agreement, shall not be deemed a conflict and this Award Agreement shall control. In the event of any ambiguity in this Award Agreement, or any matters as to which this Award Agreement is silent, the Plan shall govern including, without limitation, the provisions thereof pursuant to which the Committee has the power, among others, to: (i) interpret the Plan, (ii) prescribe, amend and rescind rules and regulations relating to the Plan and (iii) make all other determinations deemed necessary or advisable for the administration of the Plan.

Data Protection

The acceptance of your SARs constitutes your authorization of the release from time to time to the Company, its Subsidiaries and/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 your SARs and/or the Plan (the “Relevant Information”). Without limiting the above, this authorization permits your 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 your SARs and/or the Plan and/or to implement or structure any further grants of equity awards (if any)). The acceptance of your SARs also constitutes your authorization of the transfer of the Relevant Information to any jurisdiction in which the Company, your employing company or the Agent considers appropriate. You shall have access to, and the right to change, the Relevant Information, which will only be used in accordance with applicable law.

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into as of the date fully executed by and between Michael Wanderer ("Executive") and Angi Inc., a Delaware corporation (the "Company"), and is effective as of May 4, 2026 (the "Effective Date").

WHEREAS, the Company desires to establish its right to the services of Executive, in the capacity described below, on the terms and conditions hereinafter set forth, and Executive is willing to accept such employment on such terms and conditions.

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. During the Term (as defined below), the Company shall employ Executive, and Executive shall be employed, as Chief Operations Officer, Angi Inc. During Executive's employment with the Company, Executive shall do and perform all services and acts necessary or advisable to fulfill the duties and responsibilities as are commensurate and consistent with Executive's position and shall render such services on the terms set forth herein. During Executive's employment with the Company, Executive shall report directly to the Chief Executive Officer of the Company (hereinafter referred to as the "Reporting Officer"). Executive shall have such powers and duties with respect to the Company as may reasonably be assigned to Executive by the Reporting Officer, to the extent consistent with Executive's position. Executive agrees to devote all of Executive's working time, attention and efforts to the Company and to perform the duties of Executive's position in accordance with the Company's policies as in effect from time to time. Notwithstanding anything to the contrary above, Executive may participate in civic and charitable activities, and may serve as member of the board of directors of such entities as may be approved from time to time in advance by the Reporting Officer, so long as such activities do not conflict with or 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 Reporting Officer and/or the Chief Legal Officer of the Company in his/her good faith judgment.

2A. TERM. The term of this Agreement shall commence on the Effective Date and shall terminate on the first anniversary thereof (the "Initial Term"); provided, that certain terms and conditions herein may specify a greater period of effectiveness; and further provided that this Agreement shall automatically renew for additional one year terms (each a "Renewal Term", and collectively with the Initial Term, the "Term"), unless terminated by either party with written notice provided not less than ninety (90) days prior to the end of the then-current Term or Renewal Term (a "Notice of Non-Renewal").

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, with or without notice. 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. Following the expiration of the Term, upon the termination of Executive's employment, the Company shall have no further obligation hereunder, except for the payment of Accrued Obligations.

3A. 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 $450,000.00 (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), which Base Salary may be increased, from time to time, as approved by the Compensation & Human Capital Committee of the Board. For all purposes under this Agreement, the term "Base Salary" shall refer to the Base Salary as in effect 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 (the "Annual Bonuses"). The Annual Bonuses shall be of a target amount of $350,000, and shall in all cases be determined by the Compensation & Human Capital Committee of the Board of Directors of the Company (the "Compensation Committee") in its sole discretion, based on the factors it deems relevant, which may include, among other factors, the Company's performance against various criteria (including its competition, its prior year results, achievement of established initiatives, etc.) and the contribution and performance of Executive.

(c) EQUITY AWARD. On the Effective Date, Executive shall be granted, under and subject to the provisions of the Company's Amended and Restated 2017 Stock and Annual Incentive Plan (the "Amended 2017 Plan"), an award of 12,500 Company Restricted Stock Units (the "RSU Award"). The actual vesting and other terms and conditions of the RSU Award will be governed by the award notices and related terms and conditions attached as Exhibit A and the Amended 2017 Plan. Executive shall remain eligible for future equity grants during the Term of his employment with the Company.

(d) 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 welfare, health and life insurance and pension benefit programs as may be adopted from time to time by the Company on the same basis as that provided to similarly situated employees of the Company. 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; and

(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.

4A. 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: Angi Inc.
3815 River Crossing Pkwy, Suite 360
Indianapolis, IN 46240
Attention: Chief Legal Officer

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

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

5A. 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 New York without reference to its principles of conflicts of laws. Any such dispute will be heard and determined before an appropriate federal court located in the State of New York in New York County, or, if not maintainable therein, then in an appropriate New York state court located in New York County, 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.

6A. 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.

7A. 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.

[The Signature Page Follows]

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 the Effective Date.

Angi Inc.

/s/ Jeffrey W. Kip
By: Jeffrey W. Kip
Title: CEO

/s/Michael Wanderer
Michael Wanderer

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, the Company shall pay Executive's designated beneficiary or beneficiaries, within thirty (30) days of Executive's death in a lump sum in cash, (i) Executive's Base Salary through the end of the month in which death occurs and (ii) any other Accrued Obligations (as defined in paragraph 1(f) below).

(b) DISABILITY. If, as a result of Executive's incapacity due to physical or mental illness ("Disability"), Executive shall have been absent from the full-time performance of Executive's duties with the Company for a period of four (4) consecutive months and, within thirty (30) days after written notice is provided to Executive by the Company (in accordance with Section 4A hereof), Executive shall not have returned to the full-time performance of Executive's duties, Executive's employment under this Agreement may be terminated by the Company for Disability. 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 shall continue to pay Executive's Base Salary at the rate in effect at the commencement of such period of Disability, 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: (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; (ii) a material breach by Executive of a fiduciary duty owed to the Company; (iii) a material breach by Executive of any of the covenants made by Executive in Section 2 hereof; (iv) the willful or gross neglect by Executive of the material duties required by this Agreement; or (v) a violation by Executive of any Company policy pertaining to ethics, wrongdoing or conflicts of interest; provided, that in the case of conduct described in clauses (iii), (iv) or (v) above which is capable of being cured, Executive shall have a period of fifteen (15) days after Executive is provided with written notice thereof in which to cure.

(d) TERMINATION BY THE COMPANY OTHER THAN FOR DEATH, DISABILITY OR CAUSE; RESIGNATION BY EXECUTIVE FOR GOOD REASON. If Executive's employment hereunder is terminated prior to the expiration of the Term by the

Company for any reason other than Executive's death or Disability or for Cause or if Executive resigns for Good Reason (as defined below) prior to the expiration of the Term, then

(i) the Company shall continue to pay to Executive the Base Salary for 12 months from the date of such termination or resignation ("Severance Period"), payable in equal biweekly installments (or, if different, in accordance with the Company's payroll practice as in effect from time to time) over the course of such twelve (12) months;

(ii) any compensation awards of Executive based on, or in the form of, Company equity (e.g., restricted stock, restricted stock units, stock options or similar instruments) that are outstanding and unvested at the time of such termination but which would, but for such termination, have vested during the Severance Period shall vest as of the date of such termination of employment; provided that for these purposes, any equity awards with a vesting schedule less frequent than annual shall be treated as though the vesting occurred in equal annual installments and any portion of any such awards that would have vested by the end of the Severance Period (including any portion which would have vested prior to the date of termination of employment) shall vest as of the date of such termination of employment (e.g., if 100 restricted stock units were granted 1.7 years prior to the date of termination with a 5-year cliff vesting term then on the date of termination 40 of such units would vest); provided, further, that with respect to any awards subject to performance vesting requirements, the vesting of such awards shall in all events be subject to the satisfaction of the applicable performance goals; and

(iii) any then-vested options or stock appreciation rights of Executive (including any such awards vesting as a result of (ii) above) to acquire Company equity shall remain exercisable through the earlier of (A) the scheduled expiration date of such awards and (B) eighteen months following Executive's termination of employment; and

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

The payment to Executive of the severance benefits described in this Section 1(d) shall be subject to Executive's execution and non-revocation of a general release of the Company and its affiliates, in a form substantially similar to that used for similarly situated executives of the Company and its affiliates, such general release to be executed and promptly delivered to the Company (and in no event later than 21 days following Executive's termination of employment, or such longer period as may be required by applicable law) and Executive's compliance with the restrictive covenants set forth in Section 2 hereof. Such release shall make clear that Executive is not releasing his right to receive any termination benefits pursuant to this Section 1(d) above and/or under any equity incentive plan governing any outstanding equity award then held by Executive. Executive acknowledges and agrees that the severance benefits described in this Section 1(d) constitute good and valuable consideration for such release.

For purposes of this Agreement, "Good Reason" shall mean the occurrence of any of the following without Executive's prior written consent: (A) the reduction in Executive's Base Salary constituting a material diminution in Executive's base compensation as determined for purposes of Section 409A and regulations thereunder, (B) a material diminution in Executive's title, duties or level of responsibilities as compared to those in effect as of the Effective Date, excluding for this purpose any such change that is an isolated and inadvertent action not taken in bad faith and that is remedied by the Company promptly after receipt of notice thereof given by the Executive, and it being understood that the common stock of the Company no longer being publicly traded shall not constitute a material diminution in title, duties or level of responsibilities; *provided*, *however*, that in no event shall Executive's resignation be for "Good Reason" unless (x) an event or circumstance set forth in clauses (A) and (B) above shall have occurred and Executive provides the Company with written notice thereof within thirty (30) days after Executive has initial 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 event or circumstance 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 (x) above.

*(v) Section 280G; Parachute Payments***.**

(a) If any payment or benefit Executive will or may receive from the Company or otherwise (a "280G Payment") would (i) constitute a "parachute payment" within the meaning of Section 280G of the Code, and (ii) but for this sentence, be subject to the excise tax imposed by Section 4999 of the Code (the "Excise Tax"), then any such 280G Payment provided pursuant to this Agreement (a "Payment") shall be equal to the Reduced Amount. The "Reduced Amount" shall be either (x) the largest portion of the Payment that would result in no portion of the Payment (after reduction) being subject to the Excise Tax or (y) the largest portion, up to and including the total, of the Payment, whichever amount (i.e., the amount determined by clause (x) or by clause (y)), after taking into account all applicable federal, state and local employment taxes, income taxes, and the Excise Tax (all computed at the highest applicable marginal rate), results in Executive's receipt, on an after-tax basis, of the greater economic benefit notwithstanding that all or some portion of the Payment may be subject to the Excise Tax. If a reduction in a Payment is required pursuant to the preceding sentence and the Reduced Amount is determined pursuant to clause (x) of the preceding sentence, the reduction shall occur in the manner (the "Reduction Method") that results in the greatest economic benefit for Executive. If more than one method of reduction will result in the same economic benefit, the items so reduced will be reduced pro rata (the "Pro Rata Reduction Method").

(b) Notwithstanding any provision of subsection (a) above to the contrary, if the Reduction Method or the Pro Rata Reduction Method would result in any portion of the Payment being subject to taxes pursuant to Section 409A that would not otherwise be subject to taxes pursuant to Section 409A, then the Reduction Method and/or the Pro Rata Reduction Method, as the case may be, shall be modified so as to avoid the imposition of taxes pursuant to Section 409A as follows: (i) as a first priority, the modification shall preserve to the greatest extent possible, the greatest economic benefit for Executive as determined on an after-tax basis;

(ii) as a second priority, Payments that are contingent on future events (e.g., being terminated without Cause), shall be reduced (or eliminated) before Payments that are not contingent on future events; and (iii) as a third priority, Payments that are "deferred compensation" within the meaning of Section 409A shall be reduced (or eliminated) before Payments that are not deferred compensation within the meaning of Section 409A.

(c) Unless Executive and the Company agree on an alternative accounting firm or law firm, the accounting firm engaged by the Company for general tax compliance purposes as of the day prior to the effective date of the Change in Control transaction shall perform the foregoing calculations. If the accounting firm so engaged by the Company is serving as accountant or auditor for the individual, entity or group effecting the change in control transaction, the Company shall appoint a nationally recognized accounting or law firm to make the determinations required by this Section 1. The Company shall bear all expenses with respect to the determinations by such accounting or law firm required to be made hereunder. The Company shall use commercially reasonable efforts to cause the accounting or law firm engaged to make the determinations hereunder to provide its calculations, together with detailed supporting documentation, to Executive and the Company within 15 calendar days after the date on which Executive's right to a 280G Payment becomes reasonably likely to occur (if requested at that time by Executive or the Company) or such other time as requested by Executive or the Company.

(e) OFFSET. If Executive obtains other employment during the period of time in which the Company is required to make payments to Executive pursuant to Section 1(d)(i) above, the amount of any such remaining payments or benefits to be provided to Executive shall be reduced by the amount of compensation and benefits earned by Executive from such other employment through the end of such period. For purposes of this Section 1(e), 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.

(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 3A(d)(i) of the Agreement.

(g) NOTICE OF NON-RENEWAL. If the Company delivers a Non-Renewal Notice to Executive then, provided Executive offers reasonable transition of his duties as may be requested by the Company (which such transition shall not extend beyond the then-current expiration date of the Term), effective as of Executive's separation from service from the Company, Executive shall have the same rights and obligations hereunder as if the Company had terminated Executive's employment without Cause.

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

(a) CONFIDENTIALITY. 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 may be required 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 regarding the Company and/or any of its subsidiaries and/or affiliates.

"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 for financial reporting purposes 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. As used in this Agreement, "subsidiaries" and "affiliates" shall mean any company controlled by, controlling or under common control with the Company.

(b) NON-COMPETITION. In consideration of this Agreement, and 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 twelve (12) 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.

For purposes of this Section 2(b), (i) 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 or planned to provide during Executive's employment hereunder such Similar Products; (ii) "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 or planned to provide during Executive's employment hereunder; and (iii) 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.

Executive acknowledges that Executive's covenants under this Section 2(b) are a material inducement to the Company's entering into this Agreement. Further, Executive acknowledges that the restrictions set forth in this provision are reasonable and not greater than necessary to protect and maintain the proprietary and other legitimate business interests of the Company, and that the enforcement of these restrictions would not prevent Executive from earning a livelihood.

Notwithstanding the foregoing, Executive may make and retain investments during the Restricted Period, for investment purposes only, in less than one percent (1%) 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 Executive 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 Executive 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 twelve (12) 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 Executive's 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.

(d) NON-SOLICITATION OF BUSINESS PARTNERS. During Executive's employment hereunder, and for a period of twelve (12) 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 with whom Executive has direct contact during his employment hereunder, 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 Executive's 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, whether developed, conceived or 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. 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, 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) COMPLIANCE WITH POLICIES AND PROCEDURES. During the period that Executive is employed with the Company hereunder, Executive shall adhere to the policies and standards of professionalism set forth in the policies and procedures of the Company as they may exist from time to time.

(g) 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.

2. TERMINATION OF PRIOR AGREEMENTS. This Agreement constitutes the entire agreement between the parties and, as of the Effective Date, terminates and supersedes any and all prior agreements and understandings (whether written or oral) between the Company and Executive and any of the Company's affiliates and Executive with respect to the subject matter of this Agreement. Executive acknowledges and agrees that neither the Company nor any of its affiliates nor anyone else acting on their behalf has/have made, and is/are 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.

3. 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 the Company may assign this Agreement to, or allow any of its obligations to be fulfilled by, or take actions through, any affiliate of the Company and, in the event of the merger, consolidation, transfer, or sale of all or substantially all of the assets of the Company (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 assignment or Transaction, all references herein to the "Company" shall refer to the Company's assignee or successor hereunder.

4. 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.

5. 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 of the Code. This Agreement shall be construed and interpreted consistent with that intent. 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.

(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 (and in all events within thirty (30) days) after the date that is six (6) months after Executive's Separation from Service (or, if earlier, as soon as practicable, and in all events within thirty (30) days, 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.

6. 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.

7. REMEDIES FOR BREACH. Executive expressly agrees and understands that Executive will notify the Company in writing of any alleged breach of this Agreement by the Company, and the Company will have thirty (30) days from receipt of Executive's notice to cure any such breach. Executive expressly agrees and understands that in the event of any termination of Executive's employment by the Company during the Term, the Company's contractual obligations to Executive shall be fulfilled through compliance with its obligations under Section 1 of the Standard Terms and Conditions.

Executive expressly agrees and understands that the remedy at law for any breach by Executive of Section 2 of the 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 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.

8. 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.

9. 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.

10. 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 Signature Page Follows]

ACKNOWLEDGED AND AGREED:

Date: 5/2/2026

Angi Inc.

/s/ Jeffrey W. Kip____
By: Jeffrey W. Kip
Title: CEO

/s/ Michael Wanderer____
Michael Wanderer

Exhibit A

The following sets forth terms that apply to the restricted stock unit awards approved by the Compensation and Human Capital Committee ("Committee").

Award Holder	Michael Wanderer
Award Amount	Restricted stock units ("RSUs") covering an aggregate of 12,500 shares of Class A Common Stock under the Angi Inc. Amended and Restated 2017 Stock and Annual Incentive Plan (the "Amended Plan") on the Award Date. Capitalized terms used (but not defined) in this Award Notice shall have the meanings set forth in the Plan.
Award Date	May 11, 2026
Vest Start Date	Award Date
Vesting Schedule	Subject to Award Holder's continued employment with Angi Inc. or its subsidiaries, RSU award shall, subject to the provisions of the Plan, vest and become exercisable with 12,500 vesting on the one-year anniversary of the Award Date, subject to Award Holder's continued service.
Termination	Except as may be provided in the Employment Agreement, all unvested RSUs shall be forfeited and canceled in their entirety upon such termination for any reason. In addition, upon termination for Cause or resignation in anticipation of being terminated for Cause, all RSUs shall be forfeited and canceled in their entirety upon such termination or resignation. In addition, if following any termination of employment for any reason, the Company becomes aware that during the two-year period prior to such termination there was an event or circumstance that constituted fraud (financial or otherwise) or that would have been grounds for termination for Cause that caused, or is reasonably likely to cause, meaningful damage (economic, reputational or otherwise) to the Company and/or any of its affiliates (the "Underlying Event"), then all RSUs that remain outstanding shall be canceled and forfeited in their entirety and if any portion of the RSUs vested after the Underlying Event, the Company shall be entitled to recover at any time within two years after such exercise any value received upon vesting.
Change in Control	Change in Control as defined in the Plan. 100% acceleration of vesting for all RSUs if, during the two-year period following a Change in Control, Award Holder's employment is terminated by the Company other than for Cause or Award Holder resigns for Good Reason (as such terms are defined in the Plan).

Impact of Corporate Transactions on Award	In the event of a Corporate Transaction or Share Change (as such terms are defined in the Plan), the Committee may and shall, respectively, adjust the Awards as it deems equitable and appropriate in accordance with the Plan. In the event of any other transaction that results in the common stock of the Company no longer being publicly traded, the Committee shall have the ability to adjust the Awards as it deems equitable and appropriate in a manner it determines in its sole discretion. In any such case, equitable and appropriate adjustments may include, without limitation: (a) the substitution of shares of Angi Class A common stock underlying the Awards with publicly-traded shares of the ultimate parent of the Company; or (b) the creation of a valuation and/or liquidity mechanism for the underlying shares of Angi Class A common stock underlying the awards which are no longer publicly traded.
Dividend Rights	No cash dividends will be paid on RSUs and/or on the shares of Angi Class A common stock underlying the RSUs. Stock dividends, distributions and extraordinary, significant non-recurring cash dividends may result in an adjustment to the number of RSUs, as determined by the Committee or the Board and as further provided by the Plan.
Form of Payout	Vested RSUs are settled in the form of shares of Angi Class A common stock.
Withholding Taxes	Upon vesting, RSUs are settled net of amounts necessary to cover withholding taxes, with shares of Angi Class A common stock withheld from vested awards.
Terms and Conditions:	Award Holder’s RSU award is subject to the related Terms and Conditions and to the Plan, which are incorporated herein by reference. Copies of these documents are also available upon request from Angi Inc. Human Resources.

Exhibit 31.1

Certification

I, Jeffrey W. Kip, certify that:

1. I have reviewed this quarterly report on Form 10-Q for the quarter ended June 30, 2026 of Angi Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a. designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b. designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c. evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d. disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a. all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b. any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated: August 4, 2026

/s/ JEFFREY W. KIP

Jeffrey W. Kip
Chief Executive Officer

Exhibit 31.2

Certification

I, Julie Hoarau, certify that:

1. I have reviewed this quarterly report on Form 10-Q for the quarter ended June 30, 2026 of Angi Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
   a. designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
   b. designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
   c. evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
   d. disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
   a. all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
   b. any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated: August 4, 2026

/s/ JULIE HOARAU
Julie Hoarau
Chief Financial Officer

Exhibit 32.1

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

I, Jeffrey W. Kip, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge:

(1) the Quarterly Report on Form 10-Q for the quarter ended June 30, 2026 of Angi Inc. (the "Report") which this statement accompanies fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

(2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of Angi Inc.

Dated:	August 4, 2026	/s/ JEFFREY W. KIP
		Jeffrey W. Kip
		Chief Executive Officer

Exhibit 32.2

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

I, Julie Hoarau, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge:

(1) the Quarterly Report on Form 10-Q for the quarter ended June 30, 2026 of Angi Inc. (the "Report") which this statement accompanies fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

(2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of Angi Inc.

Dated:	August 4, 2026	/s/ JULIE HOARAU
		Julie Hoarau
		Chief Financial Officer