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As filed with the Securities and Exchange Commission on May 17, 2021.

Registration No. 333-

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

Form S-1
REGISTRATION STATEMENT
Under
The Securities Act of 1933

1STDIBS.COM, INC.
(Exact name of Registrant as specified in its charter)

Delaware	5961	94-3389618
(State or other jurisdiction of incorporation or organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification Number)

51 Astor Place, 3rd Floor
New York, New York 10003
(212) 627-3927
(Address, including zip code, and telephone number, including area code, of Registrant's principal executive offices)

David S. Rosenblatt
Chief Executive Officer
1stdibs.com, Inc.
51 Astor Place, 3rd Floor
New York, New York 10003
(212) 627-3927
(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:

Ronald A. Fleming, Jr.	Davina K. Kaile	Tu Nguyen	Stephen M. Davis
Pillsbury Winthrop Shaw Pittman LLP	Pillsbury Winthrop Shaw Pittman LLP	Chief Financial Officer	Edwin M. O'Connor
31 West 52nd Street	2550 Hanover St	1stdibs.com, Inc.	Erica D. Kassman
New York, New York 10019	Palo Alto, California 94304	51 Astor Place, 3rd Floor	Goodwin Procter LLP
(212) 858-1000	(650) 233-4500	New York, New York 10003	620 Eighth Avenue
		(212) 627-3927	New York, New York 10018
			(212) 813-8800

Approximate date of commencement of proposed sale to the public: As soon as practicable after this registration statement becomes effective.

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

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

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

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

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

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

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act. ☐

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Proposed Maximum Aggregate Offering Price(1)	Amount of Registration Fee
Common Stock, $0.01 par value per share	$100,000,000	$10,910

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

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

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The information in this preliminary prospectus is not complete and may be changed. We may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This preliminary prospectus is not an offer to sell these securities and it is not soliciting an offer to buy these securities in any jurisdiction where the offer or sale is not permitted.

Subject to Completion
Preliminary Prospectus dated May 17, 2021

PROSPECTUS

Shares

Common Stock

This is 1stdibs.com, Inc.'s initial public offering. We are selling shares of our common stock.

We expect the public offering price to be between $ and $ per share. Currently, no public market exists for the shares. We have applied to list our common stock on the Nasdaq Global Market under the symbol "DIBS."

Investing in our common stock involves risks that are described in the "Risk Factors" section beginning on page 18 of this prospectus.

	Per Share	Total
Public offering price	$	$
Underwriting discounts and commissions (1)	$	$
Proceeds, before expenses, to us	$	$

(1) See the section titled "Underwriting" for additional information regarding compensation payable to the underwriters.

The underwriters may also exercise their option to purchase up to an additional shares from us, at the public offering price, less the underwriting discounts and commissions, for 30 days after the date of this prospectus.

We are an "emerging growth company" as defined under the U.S. federal securities laws and, as such, have elected to comply with certain reduced reporting requirements for this prospectus and may elect to do so in future filings.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

The shares will be ready for delivery on or about , 2021.

BofA Securities **Barclays** **Allen & Company LLC** **Evercore ISI**

William Blair **Raymond James** **JMP Securities**

The date of this prospectus is , 2021.

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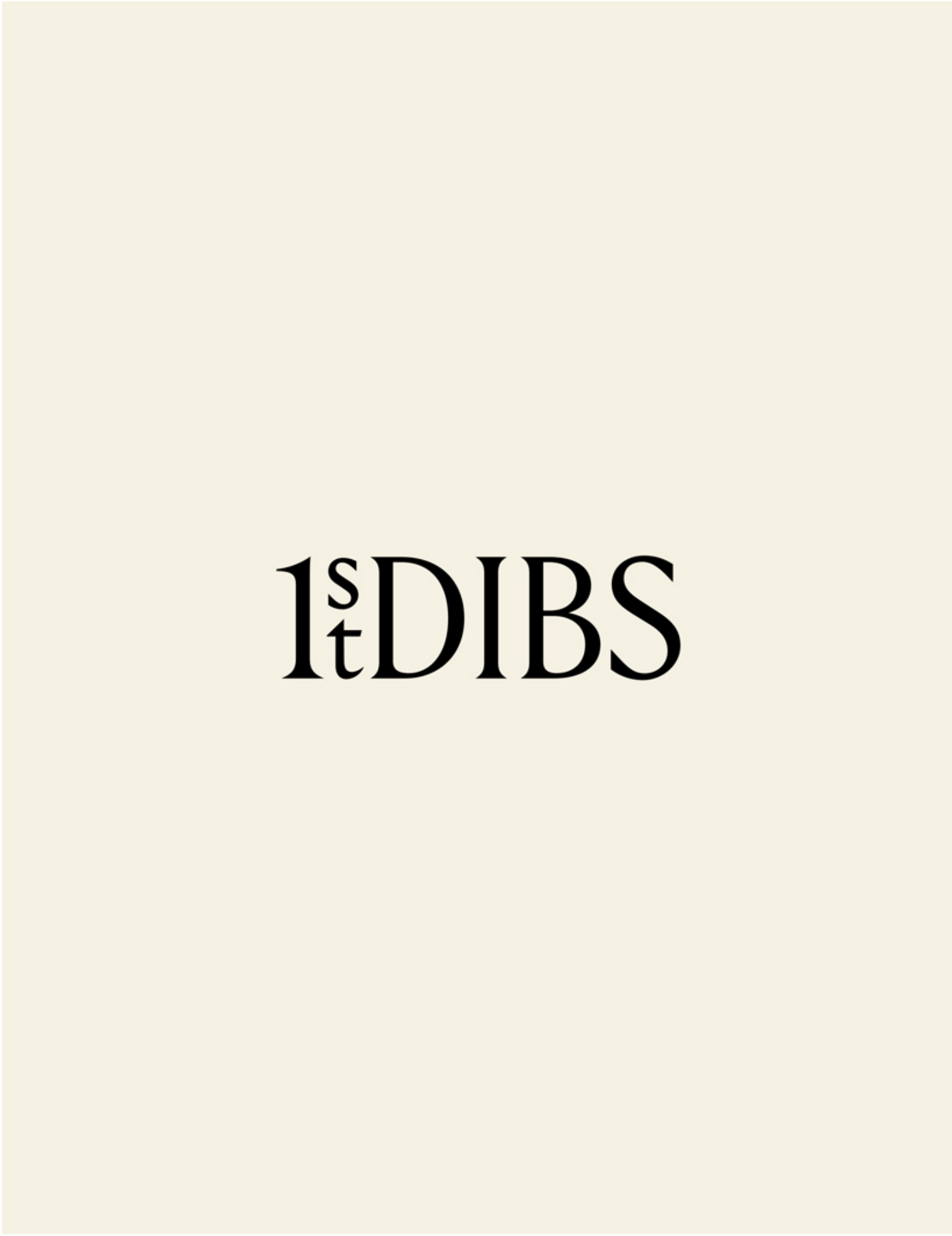

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Our *Mission*

To enrich
lives with
extraordinary
design

Our *Marketplace*

We began with a vision of bringing the magic of the Paris flea market online. We are now a global marketplace where collectors, design enthusiasts and design professionals can shop our vast selection of unique and exquisite items offered by many of the world's top sellers.

$387mm[1] GMV	$10.9bn[2] SELLER STOCK VALUE
$1,200/$2,500+ MEDIAN ORDER VALUE / AVERAGE ORDER VALUE	4,200+ SELLERS
3.5mm USERS	100+ COUNTRIES WHERE BUYERS & SELLERS ARE BASED

Note: Figures as of year end 2020, except as otherwise noted.
(1) As of twelve months ended March 31, 2021.
(2) As of March 31, 2021.

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The 1stDibs *Promise*

Expertly Vetted Sellers

We work to ensure that each of our sellers adheres to strict standards for service and quality, which enables us to maintain the integrity of our listings.

Price-Match Guarantee

If you find that a seller listed the same item for a lower price elsewhere, we'll match it.

Buyer Protection

If your item arrives not as described, we'll work with you and the seller to make it right.

Confidence at Checkout

We accept multiple payment options for your convenience and provide comprehensive fraud protection and prevention.

Exceptional Support

Our dedicated specialists will answer your questions and assist with any order-related needs.

Insured Global Delivery

We partner with the best providers to offer fully insured delivery, almost anywhere in the world.

Worry-Free Cancellations

You have a 24-hour grace period in which to reconsider your purchase, with no questions asked.

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Our *Community*

Susan Eley Fine Art
Fine Art Gallerist
New York, NY

Vanleles Diamonds
Jewelry Maker
London, U.K.

Jordan
Consumer
Brooklyn, NY

Martyn Lawrence Bullard
Trade Buyer
Los Angeles, CA

Gallery All
New & Custom Furniture Seller
Beijing, CN

Antique Textiles Gallery
Vintage & Antique Seller
Oakland Park, FL

Macklowe Gallery
Vintage & Antique Jewelry & Furniture Seller
New York, NY

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In this prospectus, "1stDibs," "1stdibs.com, Inc.," the "Company," "we," "us," and "our" refer to 1stdibs.com, Inc. and its consolidated subsidiaries.

You should rely only on the information contained in this prospectus or contained in any free writing prospectus filed with the Securities and Exchange Commission (the "SEC"). Neither we nor the underwriters have authorized anyone to provide any information other than that, or to make any representations other than those, contained in this prospectus or in any free writing prospectuses we have prepared. Neither we nor the underwriters take any responsibility for, and cannot provide any assurance as to the reliability of, any other information that others may give you. Neither we nor the underwriters are offering to sell, or seeking offers to buy, shares of our common stock in any jurisdiction where these offers and sales are not permitted. The information in this prospectus or in any applicable free writing prospectus is accurate only as of the date of this prospectus, or such free writing prospectus, as applicable, regardless of the time of delivery of this prospectus or any such free writing prospectus or any sale of shares of our common stock. Our business, financial condition, results of operations, and prospects may have and are likely to have changed since that date.

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

PROSPECTUS SUMMARY

This summary highlights information contained elsewhere in this prospectus and does not contain all of the information you should consider in making your investment decision. Before investing in our common stock, you should carefully read this entire prospectus, including our consolidated financial statements and related notes and the information set forth in "Risk Factors" and "Management's Discussion and Analysis of Financial Condition and Results of Operations."

Our Mission

To enrich lives with extraordinary design.

Company Overview

We are one of the world's leading online marketplaces for connecting design lovers with many of the best sellers and makers of vintage, antique, and contemporary furniture, home décor, jewelry, watches, art, and fashion. We believe we are a leading online marketplace for these luxury design products based on the aggregate number of such listings on our online marketplace and our Gross Merchandise Value. Our thoroughly vetted seller base, in-depth editorial content, and custom-built technology platform create trust in our brand and facilitate high-consideration purchases of luxury design products online. By disrupting the way these items are bought and sold, we are both expanding access to, and growing the market for, luxury design products.

1stDibs began in 2000 with the vision of bringing the magic of the Paris flea market online by creating a listings site for top vintage and antique furniture sellers. Soon thereafter, we moved our headquarters to New York City and focused primarily on adding U.S.-based sellers to our site. The quality of our initial seller base enabled us to build a reputation in the design industry as a trusted source for unique luxury design products. Over our 20-year operating history, we have strengthened our brand and deepened our seller relationships. Today, we operate an e-commerce marketplace with approximately 4,200 seller accounts located across 55 countries, 3.5 million users, and, as of March 31, 2021, we had a seller stock value in excess of $10.9 billion. Users represent non-seller visitors who register on our website and include both buyers and non-buyers. Our seller stock value is the sum of the stock value of all available products listed on our online marketplace. An individual listing's stock value is calculated as the item's current price multiplied by its quantity available for sale.

We maintain a close relationship with our sellers, the vast majority of which are small businesses. We provide them access to a global community of buyers and a platform to facilitate e-commerce at scale. Our sellers use our platform to manage their inventory, build their digital marketing presence, and communicate and negotiate orders directly with buyers. In each month in 2020, we facilitated an average of over 36,000 conversations between sellers and buyers on our platform. We are an important partner for our sellers, with 34% of sellers who responded to our 2020 interim seller survey reporting 1stDibs as their primary sales channel in 2020.

The uniqueness, diversity, and high quality of the products on our online marketplace, together with an active marketing effort, have produced a large, global, and growing base of design-loving buyers. Our user-friendly interface, dedicated specialist support, and 1stDibs Promise, which is our comprehensive buyer protection program, enable a trusted purchase experience. In 2020, we had more than 58,000 Active Buyers with an average aggregate purchase per year of over $5,500, an average order value ("AOV") above $2,500, a median order value of $1,200, and an average of 2.2 orders per Active Buyer. We define Active Buyers as buyers who have made at least one purchase through our online marketplace during the 12 months ended on the last day of the period presented, net of cancellations. The percentage of Active Buyers who make more than one purchase in any given year has been generally consistent from year to year and comprised 32%, 31%, and 31% of total

Active Buyers in 2018, 2019, and 2020, respectively. Our AOV is approximately 24 times greater than the e-commerce industry average, according to IRP Commerce, supported by buyer confidence in our online marketplace and our trusted brand. Highly experienced interior designers, whom we refer to as trade buyers, are frequent, repeat purchasers on our online marketplace and accounted for 27% of our on-platform Gross Merchandise Value ("GMV") in 2020. We define GMV as the total dollar value from items sold by our sellers through 1stDibs in a given month, minus cancellations within that month, and excluding shipping and sales taxes. GMV includes all sales reported to us by our sellers, whether transacted through the 1stDibs marketplace or reported as an offline sale. We define "on-platform" GMV as GMV based only on sales placed or reported through the 1stDibs marketplace. Offline sales consist of sales completed by a small number of sellers outside of our online marketplace and reported to us by these sellers in exchange for increased marketing exposure and/or slightly lower commission rates. On-platform GMV accounted for 96% of GMV in each of 2019 and 2020 and 97% of GMV in each of the three months ended March 31, 2020 and 2021.

As our online marketplace has scaled, we have created powerful network effects, with better supply attracting more buyers and more buyers encouraging high-quality sellers to join and remain on our platform. Once in motion, the flywheel effect of this network enhances both seller and buyer quality, which we believe drives a competitive advantage. We operate an asset-light business model which allows us to scale in a capital efficient manner. While we facilitate shipping and fulfillment logistics, we do not take physical possession of the items sold on our online marketplace.

We are driving consumer demand for luxury design products online by providing global access to a traditionally fragmented, local, and offline market. In 2020, 77% of 1stDibs sellers sold an item to a buyer outside of the seller's home country. As sellers and buyers of luxury design products gain experience transacting online, we believe our combination of technology, service, and brand positions us to enable and grow this market by providing sellers and buyers the tools and access they need.

Our proprietary technology platform enables a purchase funnel that is more robust and interactive than the conventional e-commerce experience. The discovery and transaction process in our industry is more complex than in most e-commerce categories. Specifically, transacting in unique luxury design products requires the ability for sellers and buyers to exchange messages, negotiate prices, arrange customized shipping support, and pay swiftly and securely through various payment methods. Our platform turns this complex order flow into an easy-to-use process and converts the valuable data we collect from buyers' browsing and purchase activity into actionable insights for both sellers and buyers. We empower buyers to engage directly with sellers on our platform throughout all stages of a transaction. Our technology and data represent the cumulative experience of 20 years of business activity, and we believe are extremely difficult to replicate.

We have experienced substantial growth since our founding in 2000. We grew our GMV from $13.8 million in 2013 to $342.6 million in 2020, a compounded annual growth rate of 58%. We grew our GMV from $69.3 million for the three months ended March 31, 2020 to $113.7 million for the three months ended March 31, 2021, a growth rate of 64%. We grew our net revenue from $70.6 million in 2019 to $81.9 million in 2020, a growth rate of 16%. We grew our net revenue from $17.9 million for the three months ended March 31, 2020 to $25.5 million for the three months ended March 31, 2021, a growth rate of 43%. In 2019, we generated a net loss of $29.9 million and Adjusted EBITDA of $(25.0) million, compared to a net loss of $12.5 million and Adjusted EBITDA of $(6.6) million in 2020. In the three months ended March 31, 2020, we generated a net loss of $6.3 million and Adjusted EBITDA of $(3.2) million, compared to a net loss of $2.2 million and Adjusted EBITDA of $(1.3) million for the three months ended March 31, 2021. See "Summary Consolidated Financial Data—Non-GAAP Financial Measures" for more information and for a reconciliation of Adjusted EBITDA to net loss, the most directly comparable financial measure calculated and presented in accordance with GAAP.

Our Market Opportunity

We connect sellers and buyers in what has historically been a fragmented and highly localized global market for unique luxury design products. This market has generally operated offline, functioning mostly through independent galleries, boutiques, and auction houses, thereby restricting a seller's potential buyer audience and limiting a buyer's range of purchasable luxury design products. These offline operations create barriers to both new supply and new demand, limiting the market's overall growth potential.

Global Luxury Market

Our core market, including high-quality design furniture and homewares, fine art, and watches and jewelry, was estimated to be approximately $129 billion in 2020, according to Bain & Company. Our platform is built on a scalable infrastructure that allows us to enter adjacent luxury markets and expand our addressable market with minimal additional investment. The personal luxury goods market, as defined by Bain & Company, excluding watches and jewelry, was estimated to total approximately $210 billion in 2020 and includes adjacent categories, such as footwear, leather goods, apparel, and beauty. Combining our core market of high-quality design furniture and homewares, fine art, and watches and jewelry with the personal luxury goods market (excluding watches and jewelry), results in an estimated total addressable market size of $339 billion as of 2020.

Expanding the Luxury Goods Market

We believe that as a digital disruptor we have the potential to further expand the overall size of our market. We believe we are growing the market by: (1) increasing the number of digital global luxury design sellers by enabling them to transact on a global online marketplace that materially expands their potential customer base; and (2) growing the luxury design buyer base by introducing our online audience to unique products previously only accessible via in-person galleries, boutiques, and auction houses.

Global Increase in High Net Worth Individuals

As our user base broadens, we are also benefiting from an increase in global high net worth individuals ("HNWIs"), or individuals with greater than $1 million in investable assets. HNWIs are a key and highly coveted customer demographic within the high-end luxury design market. As of December 31, 2020, we estimate that HNWIs comprised approximately 13% of our U.S. user base.

Increasing Online Penetration

The online portion of the personal luxury goods market has increased from 12% of total sales in 2019 to an estimated 23% of total sales in 2020. Bain & Company estimates that online personal luxury goods purchases will continue to grow, reaching up to 30% of total sales by 2025.

The 1stDibs Marketplace

Trust

Trust is at the core of the online marketplace that we have built over the past 20 years. Trust in our online marketplace is critical to facilitating online transactions of highly considered purchases with high price points. In 2020, over 20% of our on-platform GMV was generated from orders with an item value above $15,000 and the number of items sold for $100,000 or more increased by 48%. Our thorough seller vetting process and ratings system inspire buyer confidence in our sellers and in the authenticity and quality of the luxury design

products sold on 1stDibs. Extensive fraud protection and secure payment solutions further establish the trust sellers and buyers have in our online marketplace. Our 1stDibs Promise gives our buyers peace of mind with every purchase by providing the following features and commitments:

- A community of thoroughly vetted sellers from around the world to ensure authentic and high-quality products;
- Confidence at checkout with multiple secure payment options and a comprehensive fraud protection and prevention program;
- Customer service support from dedicated specialists to answer questions, assist with orders, and stand ready to resolve any transaction or technical issues throughout the buying process;
- Worry-free cancellations within 24 hours;
- The ability to work with both parties in the unlikely event a buyer receives an item that is different than described or has been damaged in transit and to resolve the issue;
- A price-match guarantee to ensure that if a buyer finds a 1stDibs seller that has the same item for a lower price elsewhere, 1stDibs will match it; and
- Facilitation of a seamless, transparent, and insured global end-to-end logistics and delivery experience focused on security and a high level of care.

Value Proposition to Sellers

- ***Demand Generation:*** As of December 31, 2020, we provided sellers access to a global base of over 3.5 million users in over 100 countries, who would otherwise largely be inaccessible in an offline market. In our 2020 annual seller survey, 52% of sellers who responded told us that "*1stDibs delivers customers I could not get on my own.*"
- ***Operational Efficiency:*** Our sellers can efficiently scale their businesses without the friction associated with in-person sales and multiple third-party platforms. The ability to offer a convenient, seamless transaction experience, including on-platform communications and a wide range of payment solutions, further drives buyer conversion. Making sellers' inventory available online to a global audience allows them to reach new buyers and drive increased sales without increasing their physical footprint.
- ***Creation of Seller Identity:*** Sellers can establish an online presence and identity on our online marketplace. They have autonomy to publish item descriptions and pictures, curate their storefront and biographies, and communicate and negotiate directly with buyers. Expanding a seller's ability to share its story across various forms of media, including text, photographs, and videos, significantly increases buyer engagement and conversion.
- ***Data Analytics:*** Our platform provides us with rich data throughout the entire user journey. This data allows sellers to offer more relevant products and optimize their pricing strategies, which enables them to efficiently scale their businesses. We provide sellers with a comprehensive suite of seller tools, education, and analytics with no additional charge, including reporting, tracking, and inside perspectives on pricing based on the historical sales of similar items.

Value Proposition to Buyers

- ***Curated Assortment:*** We are a highly sought after destination for unique, high-quality luxury design products. Thoroughly vetting all sellers on our online marketplace supports our buyers' desire for quality and curation, thereby reducing their search time and purchase risk.

- ***Control:*** Unlike conventional offline alternatives, we offer our buyers convenient 24/7 access to over one million luxury design products. We remove complexity and introduce transparency to the purchasing process. We allow buyers to transact securely from their homes, bypassing the complicated and time-intensive process and often opaque pricing associated with traditional offline channels.

- ***Quality of Experience:*** Our messaging service allows buyers to communicate directly with sellers, receive quick responses, and negotiate prices. Multiple possible payment methods offer our buyers a convenient checkout experience compared to traditional offline retail channels. Our Price-Match Guarantee further increases purchasing confidence, as buyers are assured they will always transact at the lowest price. Our customer experience associates help ensure the satisfaction of sellers and buyers by addressing and assisting in the resolution of questions relating to orders, deliveries, returns, and disputes.

- ***Personalization:*** We collect rich data around our buyers' browsing patterns and purchase behaviors. We use this data to personalize our marketing efforts and listing suggestions. As a result, we are able to curate our buyers' feeds to target their specific tastes and preferences. This personalization improves user engagement.

Our Competitive Strengths

Largest Selection of Unique Luxury Design Products

We offer the largest online selection of luxury design products from leading sellers and makers of vintage, antique, and contemporary furniture, home décor, jewelry, watches, art, and fashion. We believe our growing collection of over one million luxury design products is unmatched and makes us the premier destination for design lovers and enthusiasts. We aggregate supply from a large number of globally distributed sellers, offering buyers a destination to access a variety of luxury design products across multiple verticals online. As of December 31, 2020, we had approximately 4,200 seller accounts across 55 countries, with 39% of our listings located outside the United States.

20-year Brand History Built on Trust and Authenticity

We have built a brand that is native to the Internet and synonymous with luxury design. Our brand is extensible across verticals and geographies, based upon our long-standing relationships with leading sellers of luxury design products and the trust we have established with buyers, creating a significant barrier to entry. This trust is built through a seamless buying and selling experience, backed by years of excellence and an industry-leading vetting process. Our vetting specialists work with sellers to complete a comprehensive evaluation to ensure the authenticity of the sellers and quality of service.

Highly Engaged Buyer Community

Our online marketplace appeals to a broad range of design lovers across multiple income groups, geographies, and age groups. Our buyers appreciate the value of high-quality luxury products and want a

convenient and secure way to complete these highly considered product purchases. Our editorial content, combined with our expert curation and merchandising, helps buyers navigate through over one million luxury design products. Personalized recommendations further tailor this discovery process.

Seamless Purchasing Experience

We deliver a seamless luxury experience in a digital environment. We pioneered a two-sided communication functionality that allows sellers and buyers to negotiate directly through our platform's message center. Our buyers also have access to a dedicated sales and customer experience teams to ensure a smooth, convenient, and personalized buying experience. Additionally, we have assembled a global network of logistics providers to allow our sellers to seamlessly ship products virtually anywhere in the world and provide a positive order fulfillment experience for buyers.

Powerful Network Effects

We created powerful network effects by leveraging our proprietary data and technology, with better supply attracting more buyers and more buyers encouraging high-quality sellers to join and remain on our online marketplace. Once in motion, the flywheel of this network enhances both seller and buyer quality and drives a competitive advantage. This value cycle serves as a barrier to entry against potential competition.

Fully Scalable Marketplace Model

We are the only online marketplace operating a scaled, asset-light business that offers a curated selection of luxury design products across our specific verticals. We do not own or manage inventory or directly manage fulfillment and shipping, further supporting favorable working capital dynamics as we grow. Our scalable technology platform, coupled with our valuable implementation experience, enables us to efficiently drive expansion into new geographies and verticals while supporting the creation and development of new applications.

Powerful Data and Analytics

We use proprietary data and algorithms to drive operational insights that continuously enhance our seller and buyer experiences. We leverage this data, including user behaviors, sales trends, and seller behaviors, to improve the effectiveness of our buyer targeting and conversion efforts, and increase supply growth from existing and prospective sellers. This data advantage allows us to develop business processes to optimize our operations, including marketplace supply, merchandising, authentication, pricing, marketing, and servicing. We collect and share data from across the platform to improve seller tactics and help them make informed decisions about sourcing, pricing, and selling products on our online marketplace.

Innovative and Proprietary Technology

Our highly sophisticated, purpose-built technology stack facilitates complex, multi-step online transactions and is extremely difficult to replicate. Technology powers all aspects of our business, including our complex single-SKU and multi-SKU inventory management system. We intend to continue to leverage automation and tools to improve efficiency and deliver a positive customer experience.

Diverse, Experienced, and Proven Team

We have built a talented, experienced management team led by our CEO, David Rosenblatt, who joined 1stDibs nine years ago with a vision to transform the online luxury experience. Members of our management

team have helped create and grow leading luxury, design, and technology businesses globally such as Amazon.com, Inc. (“Amazon”), DoubleClick, Inc. (“DoubleClick”), eBay Inc. (“eBay”), Farfetch Limited (“Farfetch”), PayPal Holdings, Inc. (“PayPal”), and Twitter, Inc. (“Twitter”), and have retained a strong entrepreneurial spirit and a wide array of knowledge. Diversity is both a priority and strength of our company. Our employee base reflects diversity in backgrounds and experiences and each employee contributes different perspectives, ideas, strengths, and abilities to our business. Our management team’s clear sense of mission, long-term focus, commitment to our core values, and focus on transforming the luxury design industry through technology are central to our success.

Our Growth Strategies

Expand Our Buyer Base

We are focused on continuing to grow our buyer base and believe we are still in the early stages of introducing a unique and growing supply of luxury design products to a much broader audience. Of our 3.5 million users as of December 31, 2020, we estimate that approximately 70% are U.S.-based and 30% are international, which represents less than 1% penetration of the population of both markets. Users represent non-seller visitors who register on our website, are identified by a unique email address, and include both buyers and non-buyers. As of December 31, 2020, 19% of buyers are located internationally. We believe we can continue to expand our buyer audience across a wide swath of buyer demographics including income, geography, and age, as well as level of design experience and design preference.

Increase the Lifetime Value of Our Buyers

We plan to focus on deepening our existing buyer relationships and driving increased retention and purchase frequency to increase the lifetime value (“LTV”) of our buyer base. We will continue to refine our buyer analytics, increase personalization and product recommendations, and improve our mobile experience. These initiatives will provide additional opportunities to cross-sell across verticals, driving increased engagement, and expanding wallet share within our existing buyer base.

Grow Our Marketplace Supply

We intend to further increase the supply on our online marketplace while maintaining our thorough seller vetting process, by offering a captivating value proposition and enhanced item listing tools, adding new inventory from existing sellers, and growing the range of sellers from whom we source. 81% of sellers who responded to our 2020 annual seller survey indicated that they intend to increase their number of listings on our online marketplace. In addition, 34% of sellers who responded to our 2020 interim seller survey reported 1stDibs as their primary sales channel in 2020 as compared to 24% in 2019.

Pursue New Product Verticals and Diversification Opportunities

We have demonstrated our ability to successfully grow and diversify beyond our original offering of vintage furniture, as exemplified by our proven track record of expanding both across verticals, such as art, jewelry, and fashion, and within verticals, such as the expansion from vintage and antique furniture to include new and custom furniture. We believe there are also opportunities to diversify our business model by expanding into additional sales formats, including, for example, an auction format, which has traditionally been a major sales format in our industry. Our platform infrastructure is designed to scale with growth and diversification in mind.

Expand Marketing Efforts and Drive Brand Awareness

We believe that the growth of our online marketplace is a testament to our compelling value proposition for 1stDibs sellers and buyers. Our sellers and buyers are our best marketers, sharing their positive experiences directly with others. We deploy the majority of our marketing budget on performance-based, data-driven marketing campaigns to attract users and cost-effectively convert them to buyers and to retain buyers. We intend to broaden our marketing efforts to include additional marketing channels, including television, radio, podcasts, and online display advertising, where we believe a large opportunity currently exists to not only drive increased visibility but also deepen our connection with both existing sellers and buyers.

Expand Internationally

As of December 31, 2020, 39% of the supply on our online marketplace comes from outside the United States, while only 19% of buyers are located internationally. We believe that this presents a large international expansion opportunity, particularly within France, Germany, Switzerland, Italy, and China, where we have existing demand. Our website traffic also indicates strong international presence and opportunities for conversion, with approximately 33% of current traffic coming from outside the United States.

Risk Factor Summary

Our business is subject to numerous risks, as more fully described in "Risk Factors" and elsewhere in this prospectus. You should read these risks before you invest in our common stock. We have various categories of risks, including risks related to our business and industry; risks related to privacy, cybersecurity, and infrastructure; risks related to regulatory matters and litigation; risks related to intellectual property; risks related to our operations as a public company; risks related to tax and accounting matters; and risks related to this offering and our common stock, which are discussed more fully in "Risk Factors." As a result, this risk factor summary does not contain all of the information that may be important to you, and you should read this risk factor summary together with the more detailed discussion of risks and uncertainties set forth in the section titled "Risk Factors." In particular, risks associated with our business include, among others, the following, any of which could have an adverse effect on our business, financial condition, results of operations, or prospects:

- Our history of operating losses and ability to achieve or maintain profitability in the future, which could negatively impact our financial condition and our stock price;
- Fluctuations in our quarterly and annual net revenue and results of operations, which could cause our stock price to fluctuate and the value of your investment to decline;
- Our historical growth, which may not be indicative of our future growth and our expected decline in revenue growth rate compared to prior years;
- The COVID-19 pandemic, which has impacted, and may continue to impact, our business, key metrics, and results of operations in volatile and unpredictable ways;
- Our ability to generate a sufficient volume of listings of luxury design products on our online marketplace or to accurately vet the authenticity of these products, which could impact our business, brand, and reputation;
- Our ability to maintain the authenticity of the items listed and sold through our online marketplace, which could cause our business, brand, and reputation to suffer;
- Risks associated with claims that items listed on our online marketplace are counterfeit, infringing, hazardous, or illegal, or otherwise subject to regulation or cultural patrimony considerations;
- Risks associated with liability for fraudulent or unlawful activities of sellers who list items on our online marketplace, which could cause our business, brand, and reputation to suffer;
- Our ability to attract and maintain an active community of sellers and buyers, which could impact our growth;
- Our reliance, in part, on sellers to provide a positive experience to buyers;
- Our ability to compete effectively;
- Real or perceived inaccuracies in our metrics and market estimates used to evaluate our performance, which may harm our reputation and negatively affect our business;
- Our ability to successfully expand our business model to encompass additional categories of luxury design products in a timely and cost-effective manner;
- Our ability to maintain and promote our brand and reputation, which could impact our business, market position, and future growth;
- Risks related to acquisitions, which may divert management's attention and/or prove to be unsuccessful;
- Risks related to further expansion into markets outside of the United States;
- Our ability to successfully protect our intellectual property;

- Risks associated with the disclosure of sensitive information about our sellers and buyers or other third parties with whom we transact business, or cyber-attacks against us or our third-party providers, which could result in curtailed use of our online marketplace, exposure to liability, and reputational damage;
- Risks related to regulatory matters and litigation;
- Risks related to our operations as a public company; and
- Risks related to this offering, including that an active trading market for our common stock may not develop or be sustained and that the price of our common stock may be volatile.

Emerging Growth Company Status

We are an "emerging growth company," as defined in the Jumpstart Our Business Startups Act (the "JOBS Act") enacted in April 2012. We intend to take advantage of certain exemptions under the JOBS Act from various public company reporting requirements, including not being required to have our internal control over financial reporting audited by our independent registered public accounting firm pursuant to Section 404(b) of the Sarbanes-Oxley Act of 2002, as amended (the "Sarbanes-Oxley Act"), reduced disclosure obligations regarding executive compensation in our periodic reports and proxy statements, and exemptions from the requirements of holding a nonbinding advisory vote on executive compensation and any golden parachute payments not previously approved. In addition, we have in this prospectus taken, and intend to continue to take, advantage of certain reduced reporting obligations, including disclosing only two years of audited consolidated financial statements and only two years of related management's discussion and analysis of financial condition and results of operations. We may take advantage of these exemptions until the earlier of the last day of the fiscal year following the fifth anniversary of the completion of this offering or the date we cease to be an "emerging growth company," which will be the earliest of (i) the last day of the fiscal year in which we have more than $1.07 billion in annual revenue; (ii) the date we qualify as a "large accelerated filer;" and (iii) the date on which we have, during the previous three-year period, issued more than $1 billion in non-convertible debt securities.

In addition, the JOBS Act provides that an "emerging growth company" can take advantage of an extended transition period for complying with new or revised accounting standards. This provision allows an emerging growth company to delay the adoption of some accounting standards until those standards would otherwise apply to private companies. We have elected to use the extended transition period under the JOBS Act. Accordingly, our consolidated financial statements may not be comparable to the financial statements of public companies that comply with such new or revised accounting standards.

For certain risks related to our status as an emerging growth company, see "Risk Factors—We are an emerging growth company, and any decision on our part to comply only with certain reduced reporting and disclosure requirements applicable to emerging growth companies could make our common stock less attractive to investors."

Channels for Disclosure of Information

Following the completion of this offering, we intend to announce material information to the public through filings with the SEC, the investor relations page on our website (www.1stdibs.com), press releases, public conference calls, and public webcasts. The information disclosed by the foregoing channels could be deemed to be material information. As such, we encourage investors, the media and others to follow the channels listed above and to review the information disclosed through such channels. Any updates to the list of disclosure channels through which we will announce information will be posted on the investor relations page on our website.

Corporate Information

We were incorporated in Delaware on March 10, 2000. Our principal executive offices are located at 51 Astor Place, 3rd Floor, New York, New York 10003 and our telephone number is (212) 627-3927. Our corporate website address is www.1stdibs.com. Information contained on or accessible through our website is not part of this prospectus, and is not incorporated by reference herein, and should not be relied on in determining whether to make an investment decision. The inclusion of our website address in this prospectus is an inactive textual reference only.

We have obtained registered trademarks for 1stdibs, 1stDibs, 1stdibs Trade 1st, Firstdibs, StyleCompass, and The Most Beautiful Things On Earth, which marks are our property. This prospectus also contains references to trademarks belonging to other entities, which marks remain the property of such other entities. Solely for convenience, trademarks and trade names referred to in this prospectus, including logos, artwork and other visual displays, may appear without the ® or ™ symbols, but such references are not intended to indicate, in any way, that we will not assert, to the fullest extent under applicable law, our rights or the rights of the applicable licensor to these trademarks and trade names. We do not intend our use or display of other companies' trade names or trademarks to imply relationships with, or endorsement or sponsorship of us by, any other companies.

THE OFFERING

Common stock offered by us	shares
Underwriters' option to purchase additional shares	shares
Common stock to be outstanding after this offering	shares (shares if the underwriters exercise their option to purchase additional shares in full)
Use of proceeds	We estimate that the net proceeds to us from this offering will be approximately $ million (or $ million if the underwriters exercise their option to purchase additional shares in full), based on an assumed initial public offering price of $ per share (the midpoint of the price range set forth on the cover page of this prospectus), and after deducting underwriting discounts and commissions and estimated offering expenses payable by us. We intend to use the net proceeds from this offering primarily for general corporate purposes, including working capital, sales and marketing activities, technology development, general and administrative matters, and capital expenditures, although we do not currently have any specific or preliminary plans with respect to use of proceeds for such purposes. We also may use a portion of the net proceeds to acquire complementary businesses, products, services, or technologies. However, we do not have agreements, commitments, or plans for any specific acquisitions. See "Use of Proceeds."
Risk factors	You should read "Risk Factors" and the other information included in this prospectus for a discussion of certain of the factors to consider carefully before deciding to purchase any shares of our common stock.
Proposed trading symbol on the Nasdaq Global Market ("Nasdaq")	"DIBS"

Unless otherwise indicated, the number of shares of our common stock to be outstanding after this offering is based on 92,538,426 shares of common stock outstanding as of March 31, 2021, and excludes:

- 12,645,060 shares of common stock issuable upon the exercise of stock options outstanding as of March 31, 2021 granted under our 2011 Stock Option and Grant Plan, as amended (the "2011 Plan"), at a weighted-average exercise price of $1.91 per share;
- 132,666 shares of common stock issuable pursuant to the exercise of warrants outstanding as of March 31, 2021, at a weighted-average exercise price of $1.29 per share;
- 135,460 shares of common stock issuable in the second quarter of 2021 in connection with our acquisition of Design Manager in May 2019 to the former stockholders thereof;

- 3,799,891 shares of common stock available for future issuance under the 2011 Plan as of March 31, 2021;
- 13,000,000 shares of common stock (as adjusted for stock splits, stock dividends, combinations, and the like) reserved for future issuance under our 2021 Stock Incentive Plan (the "2021 Plan"), which will become effective upon the effectiveness of the registration statement of which this prospectus forms a part, as well as any automatic increases in the number of shares of common stock reserved for future issuance under the 2021 Plan, and any reserved shares not issued or subject to outstanding awards under the 2011 Plan after the effective date of the 2021 Plan that are subsequently (i) forfeited or terminated, (ii) not issued because such award is settled in cash, or (iii) withheld or reacquired to satisfy the applicable exercise, strike, or purchase price, or a tax withholding obligation, all of which shares shall become available for issuance under the 2021 Plan; and
- 2,400,000 shares of common stock (as adjusted for stock splits, stock dividends, combinations, and the like) reserved for future issuance under the 2021 Employee Stock Purchase Plan (the "ESPP"), which will become effective upon the effectiveness of the registration statement of which this prospectus forms a part, as well as any automatic increases in the number of shares of common stock reserved for future issuance under the ESPP.

Unless otherwise indicated, all information contained in this prospectus assumes or gives effect to:

- the automatic conversion of all of our redeemable convertible preferred stock outstanding as of March 31, 2021 into an aggregate of 57,731,450 shares of our common stock immediately prior to the closing of this offering;
- the filing and effectiveness of our amended and restated certificate of incorporation and the adoption of our amended and restated bylaws immediately prior to the completion of this offering; and
- no exercise by the underwriters of their option to purchase up to additional shares of our common stock from us.

SUMMARY CONSOLIDATED FINANCIAL DATA

The summary consolidated statements of operations data presented below for the years ended December 31, 2019 and 2020 are derived from our audited consolidated financial statements included elsewhere in this prospectus. The summary condensed consolidated statements of operations data presented below for the three months ended March 31, 2020 and 2021, and the summary condensed consolidated balance sheet data as of March 31, 2021 are derived from our unaudited condensed consolidated financial statements included elsewhere in this prospectus, which have been prepared on the same basis as the audited consolidated financial statements. In our opinion, the unaudited information contains all adjustments, consisting of only normal recurring adjustments, necessary for a fair presentation of the financial information in those statements. The following summary consolidated financial data should be read together with "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our audited consolidated financial statements and related notes included elsewhere in this prospectus. The summary consolidated financial data in this section are not intended to replace our audited consolidated financial statements and unaudited condensed consolidated financial statements and related notes and are qualified in their entirety thereby. Our historical results are not necessarily indicative of the results that may be expected for any period in the future.

Consolidated Statements of Operations Data

	Years Ended December 31,		Three Months Ended March 31,	
	2019	2020	2020	2021
	(in thousands, except share and per share data)			
Net revenue	$ 70,567	$ 81,863	$ 17,887	$ 25,526
Cost of revenue(1)	23,718	25,948	6,863	7,032
Gross profit	46,849	55,915	11,024	18,494
Operating expenses:				
Sales and marketing(1)	44,170	36,526	8,956	11,545
Technology development(1)	15,162	16,510	4,240	3,945
General and administrative(1)	15,200	12,565	3,253	4,407
Provision for transaction losses	3,499	3,820	863	1,053
Total operating expenses	78,031	69,421	17,312	20,950
Loss from operations	(31,182)	(13,506)	(6,288)	(2,456)
Other income (expense), net:				
Interest income	718	194	133	12
Interest expense	(536)	(14)	—	(5)
Other income (expense), net	738	809	(158)	291
Total other income (expense), net	920	989	(25)	298
Net loss before income taxes	(30,262)	(12,517)	(6,313)	(2,158)
Income tax benefit (provision)	409	(11)	(1)	—
Net loss	(29,853)	$ (12,528)	$ (6,314)	$ (2,158)
Accretion of redeemable convertible preferred stock to redemption value	(13,744)	(15,095)	(3,677)	(3,829)
Net loss attributable to common stockholders	$ (43,597)	$ (27,623)	$ (9,991)	$ (5,987)
Net loss per share attributable to common stockholders—basic and diluted(2)	$ (1.35)	$ (0.83)	$ (0.30)	$ (0.17)
Weighted-average common shares outstanding—basic and diluted(2)	32,317,614	33,104,067	32,918,368	34,343,493
Pro forma net loss per share attributable to common stockholders—basic and diluted (unaudited)(3)		$ (0.14)		$ (0.02)
Weighted-average common shares outstanding used to compute pro forma net loss per share attributable to common stockholders—basic and diluted (unaudited)(3)		90,835,517		92,074,943

(1) Stock-based compensation expense included in the consolidated statements of operations and condensed consolidated statements of operations data above was as follows:

	Years Ended December 31,		Three Months Ended March 31,	
	2019	2020	2020	2021
	(In thousands)			
Cost of revenue	$ 35	$ 23	$ 5	$ 9
Sales and marketing	337	303	76	86
Technology development	307	230	48	76
General and administrative	402	290	59	102
Total	$ 1,081	$ 846	$ 188	$ 273

(2) See Note 2 and Note 19 to our audited consolidated financial statements and Note 12 to our unaudited condensed consolidated financial statements included elsewhere in this prospectus for an explanation of the calculations of our net loss per share attributable to common stockholders, basic and diluted, and the weighted-average shares used to compute these amounts.

(3) Unaudited basic and diluted pro forma net loss per share were computed using the weighted-average number of common shares outstanding after giving effect to the conversion of 57,731,450 shares of redeemable convertible preferred stock using the as-if converted method into common shares as though the conversion had occurred as of the beginning of the period presented. The following table summarizes our unaudited pro forma net loss per share for the year ended December 31, 2020 and three months ended March 31, 2021 (in thousands, except share and per share data):

	Year Ended December 31, 2020	Three Months Ended March 31, 2021
Numerator:		
Net loss attributable to common stockholders	$ (27,623)	$ (5,987)
Accretion of redeemable convertible preferred stock to redemption value	15,095	3,829
Pro forma net loss attributable to common stockholders - basic and diluted	$ (12,528)	$ (2,158)
Denominator:		
Weighted-average common shares outstanding - basic and diluted	33,104,067	34,343,493
Pro forma adjustment to reflect automatic conversion of redeemable convertible preferred stock as converted to common stock	57,731,450	57,731,450
Pro forma weighted-average common shares outstanding - basic and diluted	90,835,517	92,074,943
Pro forma net loss per share attributable to common stockholders - basic and diluted	$ (0.14)	$ (0.02)

Consolidated Balance Sheet Data

	As of March 31, 2021		
	Actual	Pro Forma(1)	Pro Forma As Adjusted (2)(3)
		(in thousands)	
Cash and cash equivalents	$ 59,336	$ 59,336	$
Total assets	87,073	87,073	
Working capital(4)	40,023	40,023	
Redeemable convertible preferred stock	302,354	—	
Additional paid-in capital	—	301,777	
Accumulated deficit	(248,880)	(248,880)	
Total stockholders' equity (deficit)	(248,716)	53,638	

(1) The pro forma column gives effect to (a) the automatic conversion of all of our outstanding redeemable convertible preferred stock into 57,731,450 shares of our common stock immediately prior to the closing of this offering and (b) the filing and effectiveness of our amended and restated certificate of incorporation upon the closing of this offering.

(2) The pro forma as adjusted column gives effect to the pro forma adjustments described in footnote (1) above and gives further effect to the sale of shares of common stock by us in this offering at an assumed initial public offering price of $ per share (the midpoint of the price range set forth on the cover page of this prospectus), after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us. The pro forma as adjusted information set forth in the table above is illustrative only and will be adjusted based on the actual initial public offering price and other terms of this offering determined at pricing.

(3) Each $1.00 increase (decrease) in the assumed initial public offering price of $ per share would increase (decrease) each of cash and cash equivalents, working capital, total assets, and total stockholders' deficit on a pro forma as adjusted basis by $, assuming that the number of shares offered by us, as set forth on the cover page of this prospectus, remains the same, and after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us. Similarly, each 1.0 million increase (decrease) in the number of shares offered by us as set forth on the cover page of this prospectus would increase (decrease) each of our cash and cash equivalents, working capital, total assets, and total stockholders' deficit on a pro forma as adjusted basis by approximately $, assuming no change in the assumed initial public offering price per share and after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us.

(4) Working capital is defined as current assets less current liabilities.

Key Operating and Financial Metrics

	Year Ended December 31,		Three Months Ended March 31,	
	2019	2020	2020	2021
	(dollars in millions)			
GMV	$ 279	$ 343	$ 69	$ 114
Number of Orders	102,606	127,911	26,456	41,928
Active Buyers	45,955	58,159	46,658	64,731
Adjusted EBITDA (unaudited)	$ (25)	$ (7)	$ (3)	$ (1)

Non-GAAP Financial Measures

We have included Adjusted EBITDA, which is a non-GAAP financial measure, in this prospectus because it is a key measure used by our management team to help us to assess our operating performance and the operating leverage in our business. We also use this measure to analyze our financial results, establish budgets and operational goals for managing our business, and make strategic decisions. We believe that Adjusted EBITDA helps identify underlying trends in our business that could otherwise be masked by the effect of the income and expenses that we exclude from Adjusted EBITDA. Accordingly, we believe that Adjusted EBITDA provides useful information to investors and others in understanding and evaluating our results of operations, enhances the overall understanding of our past performance and future prospects, and allows for greater transparency with respect to key financial metrics used by our management in their financial and operational decision-making. We also believe that the presentation of this non-GAAP financial measure in this prospectus provides an additional tool for investors to use in comparing our core business and results of operations over multiple periods with other companies in our industry, many of which present similar non-GAAP financial measures to investors, and to analyze our cash performance.

The non-GAAP financial measures presented in this prospectus may not be comparable to similarly titled measures reported by other companies due to differences in the way that these measures are calculated. The non-GAAP financial measures presented in this prospectus should not be considered as the sole measure of our performance and should not be considered in isolation from, or as a substitute for, comparable financial measures calculated in accordance with GAAP. Further, these non-GAAP financial measures have certain limitations in that they do not include the impact of certain expenses that are reflected in our consolidated statements of operations. Accordingly, these non-GAAP financial measures should be considered as supplemental in nature, and are not intended, and should not be construed, as a substitute for the related financial information calculated in accordance with GAAP. These limitations of Adjusted EBITDA include the following:

- The exclusion of certain recurring, non-cash charges, such as depreciation of property and equipment and amortization of intangible assets. While these are non-cash charges, we may need to replace the assets being depreciated and amortized in the future and Adjusted EBITDA does not reflect cash requirements for these replacements or new capital expenditure requirements;
- The exclusion of other income (expense), net, which includes interest income related to our cash equivalents and our notes receivable from related party, which were paid in full in December 2020, interest expense related to our Amended Credit Agreement, which was paid in full in February 2019, and realized and unrealized gains and losses on foreign currency exchange; and
- The exclusion of stock-based compensation expense, which has been a significant recurring expense and will continue to constitute a significant recurring expense for the foreseeable future, as equity awards are expected to continue to be an important component of our compensation strategy.

Because of these limitations, you should consider Adjusted EBITDA alongside other financial performance measures, including net loss and our other GAAP results. The information in the table below sets forth the non-GAAP financial measures along with the most directly comparable GAAP financial measures.

We define Adjusted EBITDA as our net loss, excluding: (1) depreciation and amortization; (2) stock-based compensation expense; (3) other income (expense), net; and (4) income tax benefit (provision).

	Year Ended December 31,		Three Months Ended March 31,	
	2019	2020	2020	2021
	(in thousands)			
Net loss	$ (29,853)	$ (12,528)	$ (6,314)	$ (2,158)
Adjusted EBITDA (unaudited)	(24,951)	(6,637)	(3,243)	(1,348)

Non-GAAP Reconciliation

The following table provides a reconciliation of net loss, the most directly comparable GAAP financial measure, to Adjusted EBITDA:

	Year Ended December 31,		Three Months Ended March 31,	
	2019	2020	2020	2021
	(in thousands)			
Net loss	$ (29,853)	$ (12,528)	$ (6,314)	$ (2,158)
Depreciation and amortization	5,150	6,023	2,857	835
Stock-based compensation expense	1,081	846	188	273
Other income (expense), net	(920)	(989)	25	(298)
Income tax benefit (provision)	(409)	11	1	—
Adjusted EBITDA (unaudited)	$ (24,951)	$ (6,637)	$ (3,243)	$ (1,348)

RISK FACTORS

Investing in our common stock involves a high degree of risk. You should carefully consider the risks and uncertainties described below, together with all of the other information in this prospectus, including our audited consolidated financial statements and related notes and "Management's Discussion and Analysis of Financial Condition and Results of Operations," before investing in our common stock. If any of the following risks are realized, in whole or in part, our business, financial condition, results of operations, and prospects could be materially and adversely affected. In that event, the price of our common stock could decline, and you could lose part or all of your investment. Additional risks and uncertainties not presently known to us or that we currently deem immaterial also may impair our business, financial condition, results of operations, and prospects.

Risks Related to Our Business and Industry

We have a history of operating losses and we may not achieve or maintain profitability in the future, which in turn could negatively impact our financial condition and our stock price.

We incurred net losses of $29.9 million and $12.5 million in 2019 and 2020, respectively, and $6.3 million and $2.2 million for the three months ended March 31, 2020 and 2021, respectively. We had an accumulated deficit of $(248.9) million as of March 31, 2021. We expect to incur significant losses in the future. We will need to generate and sustain increased revenue levels or reduce operating costs materially in future periods to achieve profitability, and even if we achieve profitability, we may not be able to maintain or increase our level of profitability. We expect that our operating expenses will increase substantially for the foreseeable future as we hire additional employees, invest in expanding our seller and buyer base and deepening our existing seller and buyer relationships, expand across and within product verticals, increase our marketing efforts and brand awareness, and invest in expanding our international operations. In addition, as a public company, we will incur significant legal, accounting, and other expenses that we did not incur as a private company. These expenditures will make it more difficult for us to achieve and maintain profitability. Our efforts to grow our business may be more costly than we expect, and we may not be able to increase our revenue enough to offset our higher operating expenses. If we were to reduce our expenses, it could negatively impact our growth and growth strategy. As a result, we can provide no assurance as to whether or when we will achieve profitability. If we are not able to achieve and maintain profitability, the value of our company and our common stock could decline significantly, and you could lose some or all of your investment.

Our annual and quarterly results of operations have fluctuated from period to period and may do so in the future, which could cause our stock price to fluctuate and the value of your investment to decline.

Our quarterly and annual net revenue and results of operations have historically fluctuated from period to period, and our future results of operations may vary significantly from quarter to quarter due to a variety of factors, many of which are beyond our control. You should not rely on period-to-period comparisons of our results of operations as an indication of our future performance. Factors that may cause fluctuations in our quarterly results of operations include, but are not limited to, the following:

- fluctuations in net revenue generated from sales of luxury design products through our online marketplace;
- our success in attracting sellers and buyers to, and retaining sellers and buyers on, our online marketplace, and our ability to do so in a cost-efficient manner;
- our ability to attract users to our website and convert users to Active Buyers on our online marketplace;
- the amount and timing of our operating expenses;

- our ability to continue to source and make luxury design products available on our online marketplace;
- the timing and success of new services, features, and offerings we introduce through our e-commerce platform;
- our ability to compete successfully;
- our ability to increase brand awareness of our company and our online marketplace;
- our ability to manage our existing business and future growth;
- our ability to effectively scale our operations while maintaining high-quality service and seller and buyer satisfaction;
- the amount, timing, and results of our investments to maintain and improve our technology infrastructure and platform, and our ability to do so in a cost-effective manner;
- our ability to increase and manage the growth of our international operations, including our international seller and buyer base, and our ability to manage the risks associated therewith;
- changes in our key metrics or the methods used to calculate our key metrics;
- seasonality, including seasonal buying patterns, which may vary from quarter to quarter or year to year;
- changes in laws, regulations, or accounting principles that impact our business;
- disruptions or defects in our e-commerce platform, such as service interruptions or privacy or data security breaches;
- changes in the terms of our seller agreements;
- our ability to hire and retain talented employees and professional contractors at all levels of our business;
- the impact of the ongoing COVID-19 pandemic or other events which may cause significant economic or social disruption; and
- economic and market conditions, particularly those affecting the luxury design products industry.

Further, we make certain assumptions when planning our expenses based on our expected revenue based in part on historical results. Because our operating expenses are relatively fixed in the short term, any failure to achieve our revenue expectations would have a direct, adverse effect on our results of operations. If actual results differ from our estimates, the trading price of our common stock may decline. In addition, in the past, we have generally recognized higher net revenue in the fourth quarter. In anticipation of increased activity during the fourth quarter, we may incur significant additional expenses, including additional marketing and staffing in our support operations. If we experience lower than expected net revenue during any fourth quarter, it may have a disproportionate impact on our results of operations and financial condition for that year. Any factors that harm our fourth quarter results of operations, including disruptions in our sellers' willingness to list items or unfavorable economic conditions could have a disproportionate effect on our results of operations for our entire fiscal year. In the future, our seasonal sales patterns may become more pronounced, may strain our personnel, and may cause a shortfall in net revenue related to expenses in a given period, which could substantially harm our business, results of operations, and financial condition.

If we are unable to accomplish any of these tasks, our net revenue and revenue growth will be harmed. We also expect our operating expenses to increase in future periods, and if our revenue growth does not increase to offset these anticipated increases in our operating expenses, our business, financial condition, and results of operations will be harmed, and we may not be able to achieve or maintain profitability. Further, these and other factors may cause our net revenue and results of operations to fall below the expectations of market analysts and investors in future periods, which could cause the market price of our common stock to decline substantially. Any decline in the market price of our common stock would cause the value of your investment to decline.

Our historical growth may not be indicative of our future growth and we expect our revenue growth rate to decline compared to prior years.

We have experienced net revenue growth in recent periods, with net revenue of $70.6 million and $81.9 million in 2019 and 2020, respectively, and $17.9 million and $25.5 million for the three months ended March 31, 2020 and 2021, respectively. You should not rely on our net revenue for any previous quarterly or annual period as any indication of our net revenue or revenue growth in future periods. As we grow our business, we expect our revenue growth rates to decline compared to prior years for a number of reasons, which may include more challenging comparisons to prior periods as our net revenue grows, slowing demand for our online marketplace, increasing competition, a decrease in the growth of our overall market or market saturation, and our failure to capitalize on growth opportunities. In addition, notwithstanding the general increase in online transactions, including for luxury purchases, our growth rates are likely to experience increased volatility, and may decline, as the COVID-19 pandemic evolves.

The COVID-19 pandemic has impacted, and may continue to impact, our business, key metrics, and results of operations in volatile and unpredictable ways.

The uncertainty around the COVID-19 pandemic in the United States and worldwide will likely continue to adversely impact the national and global economy. The full extent of the impact of the pandemic on our business, key metrics, and results of operations depends on future developments that are uncertain and unpredictable, including the duration, severity, and spread of the pandemic, its impact on capital and financial markets, and any new information that may emerge concerning the virus or vaccines or other efforts to control the virus.

As a result of the COVID-19 pandemic, we have transitioned to an almost fully remote work environment and we may continue to operate on a significantly remote and geographically (including internationally) dispersed basis for the foreseeable future. This remote and dispersed work environment could have a negative impact on the execution of our business plans and operations. For example, if a natural disaster, power outage, connectivity issue, or other event occurs that impacts our employees' ability to work remotely, it may be difficult or, in certain cases, impossible, for us to continue our business for a substantial period of time. Further, as the COVID-19 pandemic continues, we may experience disruptions if our employees, our sellers and buyers, or our third-party service providers' employees become ill and are unable to perform their duties, and our operations, Internet, or mobile networks, or the operations of one or more of our third-party service providers, are impacted. The increase in remote working may also result in consumer privacy, IT security, and fraud vulnerabilities, which, if exploited, could result in significant recovery costs and harm to our reputation. Transitioning to a fully or predominantly remote work environment and providing and maintaining the operational infrastructure necessary to support a remote work environment also present significant challenges to maintaining our corporate culture, including employee engagement and productivity, both during the immediate pandemic crisis and beyond.

In addition, we may experience a decline in the supply of luxury design products available through our online marketplace if our sellers face difficulty sourcing products in the event of any extended lockdowns or similar restrictions or measures implemented in response to the COVID-19 pandemic. Further, any prolonged economic downturn due to the COVID-19 pandemic (or otherwise) may negatively impact demand for luxury design products, including as a result of any significant or extended reduction in disposable incomes across our buyer base.

We have also seen shifts in the acceptance of online transactions, including in the luxury design products sector, as this pandemic has evolved. Although we believe our business has been positively impacted to some extent by several trends related to the COVID-19 pandemic, including the increased willingness of sellers and buyers to engage in online transactions for luxury purchases, we cannot predict whether these trends will continue if and when the pandemic begins to subside, restrictions ease, and the risk and barriers associated with in-person transactions dissipate.

The COVID-19 pandemic has also led to a broader economic slowdown that may heighten other risks presented in this prospectus. Public health concerns, such as COVID-19, could also result in social, economic and labor instability in the localities in which we or our vendors, sellers, and buyers reside. Any of these uncertainties and actions we take to mitigate the effects of the COVID-19 pandemic and uncertainties related to the COVID-19 pandemic could harm our business, financial condition, and results of operations. See "Management's Discussion and Analysis of Financial Condition and Results of Operations—Impact of COVID-19 Pandemic" for additional information about the impact of COVID-19 on our business.

If we fail to generate a sufficient volume of listings of luxury design products on our online marketplace, our ability to grow our business and market share would suffer.

Our success depends on our ability to cost-effectively attract, retain, and grow relationships with sellers, and in turn, the volume of luxury design products listed and sold through our online marketplace. We cannot be certain that these efforts will attract more sellers, induce sellers to list and sell more luxury design products on our online marketplace or yield a sufficient return on investment. Moreover, sellers may choose not to continue to list with us or list items as frequently. Our historical seller marketplace services revenue may not be indicative of future revenue. We are highly selective in the sellers we allow onto our online marketplace and sellers must undergo a thorough vetting process with our vetting specialists before they are allowed to join our online marketplace. As a result, we may have difficulty identifying sellers who meet our standards for providing luxury design products and our customer service requirements. If we fail to attract new sellers or drive continued or increased listings, our ability to grow our business and our results of operations would suffer. See "Risk Factors—Risks Related to Our Business and Industry—We rely, in part, on sellers to provide a positive experience to buyers."

Further, our vetting specialists curate luxury design products through a variety of methods, including meeting with potential sellers and working with leading estates and foundations. The process of identifying and hiring vetting specialists with the combination of skills and attributes required in these roles can be difficult and can require significant time. If we are not successful in attracting and retaining qualified vetting specialists, the quantity and quality of the luxury design products sold through our online marketplace may be negatively impacted, which would harm our business and results of operations.

If we are unable to maintain the authenticity of the items listed and sold through our online marketplace, our business, brand, and reputation could suffer.

We have built a trusted online marketplace with a reputation for authentic luxury design products as a result of our extensive vetting process. Our success depends on our ability to accurately and cost-effectively determine whether an item offered for listing, such as a piece of jewelry or work of art, is an authentic product. Our sellers undergo a comprehensive evaluation by our vetting specialists to ensure the integrity of their listings. Our vetting specialists come from many of the leading auction and retail houses, brands and industry recognized art and design businesses. We also seek to reassure buyers that the items they are purchasing meet the highest marketplace standards. Our vetting process is led by experts with degrees in fine art, gemology, restoration, and art, with certificates in appraisal services, jewelry expertise, and connoisseurship, among others. We also seek to proactively resolve issues through communication and follow-up. Factors that could undermine our ability to maintain the authenticity of our online marketplace include:

- complaints or negative publicity about us or our online marketplace or platform, even if factually incorrect or based on isolated incidents;

- changes to our policies to which our seller and buyer network react negatively or that are not clearly articulated;
- our failure to enforce our policies fairly and transparently; and
- our failure to respond to feedback from our seller and buyer network.

From time to time, counterfeit goods have been and may be listed on our online marketplace. While we have invested heavily in our authentication and seller vetting processes as described above, we cannot be certain that we will accurately authenticate every item that is listed with us. As the sophistication of counterfeiters increases, it may be increasingly difficult to identify counterfeit products. We refund the cost of a product to a buyer if we determine that the item is not authentic. The sale of any counterfeit goods may damage our reputation as a trusted online marketplace for authenticated, luxury design products, which may impact our ability to attract and maintain repeat sellers and buyers. Additionally, we may be subject to allegations that an antique, vintage, or other luxury design product we listed and sold through our online marketplace is not authentic despite our confirmed authentication of such item. Such controversy could negatively impact our reputation and brand and harm our business and results of operations. If we are unable to maintain the quality and authenticity of the items listed on our online marketplace, our ability to retain and attract sellers and buyers could be impaired and our reputation, brand, and business could suffer.

We may be subject to claims that items listed on our online marketplace are counterfeit, infringing, hazardous, or illegal, or otherwise subject to regulation or cultural patrimony considerations.

Although we do not create or take possession of the items listed on our online marketplace, we have from time to time received, and may in the future receive, communications alleging that items listed on our online marketplace infringe third-party copyrights, trademarks, patents, or other intellectual property rights, or that items we list from our sellers contain materials such as fur, python, ivory, and other exotic animal product components, that are subject to regulation or cultural patrimony considerations, or that may be deemed hazardous or illegal. We have complaint and take-down procedures in place to address these communications and listings, and we believe such procedures are important to promote confidence in our online marketplace. We follow these procedures to review complaints and relevant facts to determine whether to take the appropriate action, which may include removal of the item from our online marketplace and, in certain cases, removing the sellers who repeatedly violate our policies.

Our procedures may not effectively reduce or eliminate our liability. In particular, we may be subject to civil or criminal liability for activities carried out by sellers on our online marketplace, especially outside the United States where we may be less protected under local laws than we are in the United States. Under current U.S. copyright law and the Communications Decency Act, we may benefit from statutory safe harbor provisions that protect us from liability for content posted by our sellers and buyers. However, trademark and patent laws do not include similar statutory provisions and liability for these forms of intellectual property is often determined by court decisions. These safe harbors and court rulings may change unfavorably. In that event, we may be held secondarily liable for the intellectual property infringement of sellers.

Regardless of the validity of any claims made against us, we may incur significant costs and efforts to defend against or settle them. If a governmental authority determines that we have aided and abetted the infringement or sale of counterfeit goods or if legal changes result in us potentially being liable for actions by sellers on our online marketplace, we could face regulatory, civil or criminal penalties. Successful claims by third-party rights owners could require us to pay substantial damages or refrain from permitting any further listing of the relevant items. These types of claims could force us to modify our business practices, which could lower our revenue, increase our costs or make our platform less user-friendly. Moreover, public perception that counterfeit or other unauthorized items are common on our online marketplace, even if factually incorrect, could result in negative publicity and damage to our reputation.

If we are deemed to be liable for fraudulent or unlawful activities of sellers who list stolen items on our online marketplace, our business and reputation could suffer.

Despite our vetting process, we may fail to prevent the listing of stolen goods on our online marketplace. Government regulators and law enforcement officials may allege that our services violate, or aid and abet violations of certain laws, including laws restricting or prohibiting the transferability and, by extension, the resale, of stolen goods. Our form of seller agreement includes a representation that the seller has the necessary right and title to the luxury design products they may list, and we include such a rule and requirement in our terms of service prohibiting the listing of stolen or otherwise illegal products. In addition, we have implemented other protective measures to detect such products. If these measures prove inadequate, we may be required to spend substantial resources to take additional protective measures which could negatively impact our operations. Any costs incurred as a result of potential liability relating to the alleged or actual sale of stolen goods could harm our business. In addition, negative publicity relating to the actual or perceived listing or sale of stolen goods using our services could damage our reputation, and make our sellers and buyers reluctant to use our services. We could face liability for such unlawful activities. Despite measures taken by us to detect stolen goods, to cooperate fully with law enforcement, and to respond to inquiries regarding potentially stolen goods, any resulting claims or liabilities could harm our business.

Our growth depends on our ability to attract and maintain an active community of sellers and buyers.

In order to increase revenue and to achieve and maintain profitability, we must expand our seller and buyer network. We must also encourage sellers to list items and encourage buyers to purchase items through our online marketplace. If existing sellers are dissatisfied with their experience on our platform, they may stop listing items on our online marketplace and may stop referring others to us. Similarly, if existing buyers have a negative experience or if the interest in buying luxury design products declines, they may make fewer purchases and they may stop referring others to us. Under these circumstances, we may have difficulty attracting new sellers and buyers without incurring additional marketing expense.

To expand our buyer base, we must appeal to and attract buyers of luxury design products and convert users to Active Buyers on our online marketplace. New buyers may not purchase through our online marketplace as frequently or spend as much with us as existing buyers. As a result, the revenue generated from new buyer transactions may not be as high as the revenue generated from transactions with our existing buyers. Our historical growth rates for Active Buyers may not be indicative of future growth rates in new Active Buyers. Failure to attract new buyers and to maintain relationships with existing buyers, or to convert users to Active Buyers on our online marketplace, would harm our results of operations and our ability to attract and retain sellers.

Even if we are able to attract new sellers and buyers to replace those we lose, they may not maintain the same level of activity and generate the same level of revenue. If we are unable to retain existing, or attract new, sellers and buyers, our growth prospects would be harmed and our business could be harmed.

Our growth will also depend on the continued and increased acceptance of e-commerce and online shopping by buyers of luxury design products. Although we have seen increased acceptance of online transactions in the luxury design products sector, including as a result of the COVID-19 pandemic, we cannot predict whether this trend will continue, particularly if and when the COVID-19 pandemic begins to subside, restrictions ease, and the risks and barriers associated with in-person transactions dissipate. Further, if sellers and buyers elect to transact business through in-person interactions instead of through our online marketplace, our revenue could be negatively impacted and our business could be harmed.

We rely, in part, on sellers to provide a positive experience to buyers.

We have on occasion received reports from the buyers that they have not received the items that they purchased, that the items received were not as represented by the seller or that we or a seller has not been responsive to their questions. Negative publicity and sentiment generated as a result of complaints could reduce

our ability to attract or retain buyers or damage our reputation. A perception that our levels of responsiveness and seller and buyer support are inadequate could have similar results. Further, any disruption in the operations of a substantial number of sellers, such as interruptions in delivery services, disruption due to public health crises such as the COVID-19 pandemic, natural disasters, inclement weather, or political unrest, could also result in negative experiences for a substantial number of buyers. If buyers do not have a positive experience transacting business on our online marketplace for any reason, or if we or our sellers fail to provide a high level of customer support and responsiveness, it could harm our reputation and our business.

Sellers rely on shipping services to deliver orders received through our online marketplace and if the items sold through our online marketplace are not delivered on time, in proper condition, or at all, our business and reputation could suffer.

Sellers work with a number of third-party services such as FedEx, UPS, and the United States Postal Service to deliver their items to buyers. Anything that prevents timely delivery of goods to buyers could harm sellers and could negatively affect our reputation. Delays or interruptions may be caused by events that are beyond the control of the delivery services, such as inclement weather, natural disasters, transportation disruptions, delays in customs inspections, terrorism, public health crises such as the COVID-19 pandemic, or labor unrest. The delivery services could also be affected by industry consolidation, insolvency, or government shut-downs. Although we have agreements with certain delivery services that enable us to provide pre-paid shipping labels as a convenience to sellers, our agreements do not require these providers to offer delivery services to sellers. Further, our competitors could obtain preferential rates or shipping services, causing sellers to pay higher shipping costs or find alternative delivery services. If the items sold through our online marketplace are not delivered in proper condition, on a timely basis or at shipping rates that buyers are willing to pay, our reputation and our business could be adversely affected.

We operate in an evolving industry and our past results may not be indicative of future operating performance.

Our online marketplace represents a substantial departure from the traditional market for luxury design products. The online market for luxury design products may not continue to develop in a manner that we expect or that otherwise would be favorable to our business. Changes in our market make it difficult to assess our future performance.

Our future success will depend in large part upon our ability to, among other things:

- cost-effectively acquire and engage with new and existing sellers and buyers and increase listings of luxury design products through our online marketplace;
- scale our revenue and achieve the operating efficiencies necessary to achieve and maintain profitability;
- increase awareness of our brand;
- anticipate and respond to changing seller and buyer preferences;
- manage and improve our business processes in response to changing business needs;
- anticipate and respond to macroeconomic changes generally, including changes in the market for luxury design products;
- effectively scale our operations while maintaining high service quality and seller and buyer satisfaction;

- avoid or manage interruptions in our business from information technology downtime, cybersecurity breaches, and other factors affecting our physical and digital infrastructure;
- provide responsive, timely, and effective customer support through all phases of transactions conducted through our online marketplace;
- maintain the quality of our technology and operations infrastructure;
- expand internationally and manage our international operations;
- develop new technology, services, or features to enhance the seller and buyer experience; and
- comply with regulations applicable to our business.

If we fail to address the risks and difficulties that we face, including those associated with the challenges listed above as well as those described elsewhere in this "Risk Factors" section, our business and our results of operations would suffer.

If we do not compete effectively our results of operations and market position could suffer.

The market for luxury design products is highly competitive. We compete with a broad range of vendors of new and pre-owned luxury design products, including traditional brick-and-mortar entities, such as department stores, branded luxury goods stores, and specialty retailers, and entities providing access to more unique luxury goods, such as galleries, boutiques, independent retail stores, and auction houses. We also compete with the online offerings of these traditional retail competitors, resale players focused on niche or single categories, as well as technology-enabled online marketplaces that may offer the same or similar goods and services that we offer. We believe our current primary competitors include Amazon, eBay, Etsy Inc., Restoration Hardware, Inc., Wayfair Inc., Christie's Inc., and Sotheby's, Inc. We believe our ability to compete depends on many factors within and beyond our control, including:

- engaging and enhancing our relationships with existing sellers and buyers and attracting new sellers and buyers;
- maintaining favorable brand recognition and effectively delivering our online marketplace to sellers and buyers;
- identifying and delivering authentic luxury design products;
- the amount, diversity, and quality of luxury design products that we or our competitors offer;
- our ability to expand the verticals for luxury design products listed on our online marketplace;
- the price at which listed, authenticated luxury design products through our online marketplace are offered;
- the speed and cost at which we can authenticate and make available listed luxury design products; and
- the ease with which our sellers can list and sell, and our buyers can purchase and return, luxury design products sold and purchased on our online marketplace.

Failure to adequately meet these demands may cause us to lose potential sellers and buyers which could harm our business.

Many of our competitors have longer operating histories, larger fulfillment infrastructures, greater brand recognition and technical capabilities, larger databases, greater financial, marketing, institutional and other resources and larger seller and buyer bases than we do. As the market evolves, competitors may emerge. Some of our competitors may have greater resources than we do, which may allow them to derive greater revenue and profits from their existing buyer bases, attract sellers at lower costs, or respond more quickly than we can to new or emerging technologies and changes in consumer shopping behavior. These competitors may engage in more extensive technology development efforts, enter the business of online listing of luxury design products, undertake more far-reaching marketing campaigns and adopt more aggressive pricing policies, which may allow them to build larger seller or buyer bases or generate revenue from their existing seller and buyer bases more effectively than we do. If we fail to compete effectively, our business, results of operations, and market share may suffer.

Our net revenue could be negatively impacted as a result of greater than expected product returns.

We allow buyers to return certain purchases made through our online marketplace under the applicable seller's return policy. We record a reserve for returns against proceeds to us from the sale of items on our online marketplace in calculating net revenue. We estimate this reserve based on historical return trends. The introduction of new products in the retail market, changes in seller return policies, changes in consumer confidence, or other competitive and general economic conditions may also cause actual returns to exceed our reserve for returns. Any significant increase in returns that exceeds our reserves could adversely affect our net revenue and results of operations.

Insufficient allowance for transaction losses could negatively impact our financial results.

We maintain an allowance for transaction losses, which consists primarily of losses resulting from our buyer protection program, including damages to products caused by shipping and transit, items that were not received or not as represented by the seller, and reimbursements to buyers at our discretion if they are dissatisfied with their experience. The provision for transaction losses also includes bad debt expense associated with our accounts receivable balance. Transaction loss expense associated with our buyer protection program accounted for approximately 90% and 88% of the provision for transaction losses in 2019 and 2020, respectively, with discretionary buyer reimbursements, which are part of the buyer protection program, constituting a small portion thereof. However, our historical experience may not be indicative of future trends and transaction loss expense associated with our buyer protection program, including buyer reimbursements, or bad debt expense may increase or fluctuate from period to period. Further, our provision for transaction losses may fluctuate depending on many factors, including changes to our buyer protection programs and the impact of regulatory changes, and we may see the provision for transaction losses increase proportionally with our on-platform GMV and net revenue. If our allowance for transaction losses is insufficient, it could adversely affect our results of operations.

Our metrics and market estimates used to evaluate our performance are subject to inherent challenges in measurement, and real or perceived inaccuracies in those estimates may harm our reputation and negatively affect our business.

The metrics we use to evaluate our growth, measure our performance, and make strategic decisions are calculated using internal company data and assumption and estimates, and have not been validated by a third party. Certain metrics presented in this prospectus are used by us in managing our business. Our metrics and market estimates may differ from estimates published by third parties or from similarly titled metrics of our competitors or peers due to differences in methodology or the assumptions on which we rely. Additionally, the metrics and forecasts in this prospectus relating to the size and expected growth of our addressable market may prove to be inaccurate. However, we believe that these figures are reasonable estimates, and we take measures to improve their accuracy, such as eliminating known fictitious or duplicate accounts. There are, nonetheless, inherent challenges in gathering accurate data across large online and mobile populations. For example, there may be individuals who have multiple email accounts in violation of our terms of service. If individuals have

multiple unique email addresses that are undetected, then we could be overestimating the number of Active Buyers. Even if the markets in which we compete meet the size estimates and growth forecasted in this prospectus, our business could fail to grow at similar rates, if at all. If securities analysts or investors do not consider our or market metrics to be accurate representations of our business, or if we discover material inaccuracies in such estimates, then the market price of our common stock could decline, our reputation and brand could be harmed, and our business, financial condition, and results of operations could be adversely affected.

Our business and results of operations may be more susceptible to other macroeconomic conditions or trends due to our reliance on consumer discretionary spending.

Our business and results of operations are subject to global economic conditions and their impact on consumer discretionary spending, particularly in the market for luxury design products. If general economic conditions deteriorate in the United States or in other markets where we operate, consumer discretionary spending may decline and demand for the luxury design products available on our online marketplace may be reduced. This would cause sales through our online marketplace to decline and adversely impact our business. Exchange rates may also impact sales, with a strong U.S. dollar dampening demand for goods denominated in dollars from buyers outside the United States. Consumer purchases of luxury design products have generally declined during periods of economic uncertainty, when disposable income is reduced or when there is a reduction in consumer confidence. Other factors that may negatively influence consumer spending on luxury design products include unemployment levels, higher consumer debt levels, reductions in net worth, declines in asset values, market uncertainty, home foreclosures and reductions in home values, fluctuating interest rates and credit availability, fluctuating fuel and other energy costs, fluctuating commodity prices and general uncertainty regarding the overall future political and economic environment. Economic conditions may also be affected by global health crises such as the COVID-19 pandemic, and natural disasters, such as earthquakes, hurricanes, and wildfires. Such economic uncertainty and decrease in the rate of purchases of luxury design products may slow the rate at which sellers choose to list their items with us, which could result in a decrease of items available through our online marketplace.

Even without changes in economic conditions, the demand for the items listed on our online marketplace is dependent on consumer preferences. Consumer preferences can change quickly and may differ across generations and cultures. If demand for the luxury design products that sellers offer through our online marketplace declines, our business would be harmed.

National retailers and brands set their own retail prices and promotional discounts on new luxury design products, which could adversely affect our value proposition to our buyers.

National retailers and brands set pricing for new luxury design products. Although the luxury design products available through our online marketplace are generally exclusive, one-of-a-kind products, promotional pricing by these parties may nonetheless adversely affect the value of luxury design products listed with us, and, in turn, our GMV and results of operations. In order to attract buyers to our online marketplace, the prices for the luxury design products sold through our online marketplace may need to be lowered in order to compete with these pricing strategies, which could negatively affect GMV and in turn, our net revenue. Any of the foregoing risks could adversely affect our business, financial condition, and results of operations.

If we fail to successfully anticipate and respond to changing preferences among our sellers and buyers, our ability to grow our business and our results of operations may suffer.

Our success is in large part dependent upon our ability to anticipate and identify trends in the market for luxury design products in a timely manner and to curate and obtain listings of luxury design products that address those trends. We use data science to predict seller and buyer preferences, and there can be no assurance that our data science will accurately anticipate seller or buyer requirements. Lead times relating to these changing

preferences may make it difficult for us to respond rapidly to new or changing trends. We have begun to expand our offerings and the impact on our business from these new offerings is not clear as it is difficult to accurately predict seller and buyer preferences. To the extent we do not accurately predict the evolving preferences of our buyers or are unable to identify and vet sellers of luxury design products who address such buyer preferences, our ability to grow our business and our results of operations would suffer.

If we fail to successfully expand our business model to encompass additional product verticals in a timely and cost-effective manner, our ability to increase our market share would suffer, which in turn could negatively impact our business, financial condition, and results of operations.

We intend to deepen our penetration in our existing verticals for luxury design products and continue to explore additional verticals to serve existing, and attract new, sellers and buyers. If these additional verticals do not attract new sellers or buyers, our revenue may fall short of expectations, our brand and reputation could suffer, and we may incur expenses that are not offset by revenue. In addition, our business may suffer if we are unable to attract new and repeat sellers that supply the necessary high-end, appropriately priced and in-demand luxury design products in these additional verticals, and these verticals may also have a different range of margin profiles than the pieces currently sold through our online marketplace. Additionally, as we enter into new verticals, potential sellers may demand lower commissions than our current verticals, which would adversely affect our take rate and results of operations. Expansion of our offerings may also strain our management and operational resources, specifically the need to hire and manage additional authentication and market experts. We may also face increased competition from companies that are more focused on these verticals. If any of these were to occur, it could damage our reputation, limit our growth and harm our results of operations.

If we fail to maintain and promote our brand and reputation, our business, market position, and future growth could suffer.

We believe that maintaining our brand reputation is critical to driving seller and buyer engagement and trust. An important goal of our brand promotion strategy is establishing trust with our seller and buyer network. Maintaining our brand will depend largely on our ability to continue providing our sellers with service that is consistent with the level of quality associated with the luxury design products they are listing and on the quality of our vetting specialists who represent our brand to new and existing sellers. Our vetting specialists cultivate relationships with our seller base and vet the luxury design products that our sellers want to list. While we require that all vetting specialists undergo a background check, this may not prevent illegal, improper or otherwise inappropriate actions, such as theft, from occurring in connection with our services. Any negative publicity related to the foregoing could adversely affect our reputation and brand or which could negatively affect demand for our services and harm our business, financial condition, and results of operations.

For buyers, maintaining our brand requires that we foster trust through authentication and responsive and effective customer service, as well as ensuring that we have vetted sellers. If we fail to provide sellers or buyers with the service and experience they expect, or experience seller or buyer complaints or negative publicity about our online marketplace services, merchandise, delivery times or customer support, whether justified or not, the value of our brand would be harmed and our business may suffer.

If our marketing efforts are not effective, our ability to grow our business and maintain or expand our market share could suffer.

Maintaining and promoting awareness of our online marketplace is important to our ability to retain existing, and to attract new, sellers and buyers. To facilitate our future growth and profitability, we are investing in our advertising, promotion, public relations, and marketing programs. These brand promotion activities may not yield increased revenue and the efficacy of these activities will depend on a number of factors, including our ability to do the following:

- determine the effectiveness for advertising, marketing, and promotional expenditures;

- select the right markets, media, and media vehicles in which to advertise;
- identify the most effective and efficient level of spending in each market, media, and media vehicle; and
- effectively manage marketing costs, including creative and media expenses, to maintain acceptable seller and buyer acquisition costs.

We may adjust or re-allocate our advertising spend across channels, product verticals, and geographic markets to optimize the effectiveness of these activities. We expect to increase advertising spend in future periods to continue driving our growth.

Implementing new marketing and advertising strategies also could increase the risk of devoting significant capital and other resources to endeavors that do not prove to be cost effective or provide a meaningful return on investment. We also may incur marketing and advertising expenses significantly in advance of recognizing revenue associated with such expenses and our marketing and advertising expenditures may not generate sufficient levels of brand awareness or result in increased revenue. Even if our marketing and advertising expenses result in increased sales, the increase might not offset our related expenditures. If we are unable to maintain our marketing and advertising channels on cost-effective terms or replace or supplement existing marketing and advertising channels with similarly or more effective channels, our marketing and advertising expenses could increase substantially, our seller and buyer base could be adversely affected, and our business, results of operations, financial condition, and brand could suffer.

We rely on third parties to drive traffic to our website, and these providers may change their algorithms or pricing in ways that could damage our business, operations, financial condition, and prospects.

We rely in part on digital advertising, including search engine marketing, to promote awareness of our online marketplace, grow our business, attract new, and increase engagement with existing, sellers and buyers. In particular, we rely on search engines, such as Google, and the major mobile app stores as important marketing channels. Search engine companies change their search algorithms periodically, and our ranking in searches may be adversely impacted by those changes. Search engine companies or app stores may also determine that we are not in compliance with their guidelines and penalize us as a result. If search engines change their algorithms, terms of service, display or the featuring of search results, determine we are out of compliance with their terms of service or if competition increases for advertisements, we may be unable to cost-effectively add sellers and buyers to our website and apps. Our relationships with our marketing vendors are not long-term in nature and do not require any specific performance commitments. In addition, many of our online advertising vendors provide advertising services to other companies, including companies with whom we may compete. As competition for online advertising has increased, the cost for some of these services has also increased. Our marketing initiatives may become increasingly expensive and generating a return on those initiatives may be difficult. Even if we successfully increase revenue as a result of our paid marketing efforts, such increase may not offset the additional marketing expenses we incur.

If the mobile solutions available to sellers and buyers are not effective, the use of our platform could decline.

Visits and purchases made on mobile devices by consumers, including buyers, have increased significantly in recent years. The smaller screen size and reduced functionality associated with some mobile devices may make the use of our platform more difficult or less appealing to sellers and buyers. Visits to our online marketplace on mobile devices may not convert into purchases as often as visits made through personal computers, which could result in less revenue for us. Sellers are also increasingly using mobile devices to operate their businesses on our platform. If we are not able to deliver a rewarding experience on mobile devices, sellers' ability to manage and grow their businesses may be harmed and, consequently, our business may suffer. Further,

although we strive to provide engaging mobile experiences for sellers and buyers who visit our mobile website using a browser on their mobile device, we depend on sellers and buyers downloading our mobile apps to provide them the optimal mobile experience.

As new mobile devices and mobile platforms are released, we may encounter problems in developing or supporting apps for them. In addition, supporting new devices and mobile device operating systems may require substantial time and resources.

The success of our mobile apps could also be harmed by factors outside our control, such as:

- actions taken by providers of mobile operating systems or mobile app download stores;
- unfavorable treatment received by our mobile apps, especially as compared to competing apps, such as the placement of our mobile apps in a mobile app download store;
- increased costs in the distribution and use our mobile apps; or
- changes in mobile operating systems, such as iOS and Android, that degrade the functionality of our mobile website or mobile apps or that give preferential treatment to competitive products.

If our sellers or buyers encounter difficulty accessing or using our platform on their mobile devices, or if our sellers or buyers choose not to use our platform on their mobile devices, our growth prospects and our business may be suffer.

We must continue to drive efficiencies in our operations or our business could suffer.

We seek to continue to drive efficiencies in our business operations. As we continue to add capacity, capabilities, and automation, our operations will become increasingly complex and challenging. While we expect these technologies to improve productivity in many aspects of our operations, including order processing, pricing, copywriting, authentication, photography and photo retouching, any flaws or failures of such technologies could interrupt and delay our operations, which in turn may harm our business. Our investment in technology to support these efforts may not be effective in driving productivity, maintaining, or improving the experience for sellers and buyers, or providing a meaningful return on investment. We also rely on technology from third parties. If these technologies do not perform in accordance with our expectations, third parties change the terms and conditions that govern their relationships with us, or if competition increases for the technology and services provided by third parties, our business may be harmed. In addition, if we are unable to add automation to our operations, we may be unable to reduce the costs of processing listings and orders, which could cause delays in buyers receiving their purchases. Any of these outcomes could harm our reputation and our relationships with our sellers and buyers.

We may expand our business through acquisitions of other businesses, which may divert management's attention and/or prove to be unsuccessful.

We have acquired a number of other businesses in the past and may acquire additional businesses or technologies in the future. For example, in May 2019, we acquired Design Manager, a project management and accounting software company for interior designers. Acquisitions may divert management's time and focus from operating our business. Acquisitions also may require us to spend a substantial portion of our available cash, incur debt or other liabilities, amortize expenses related to intangible assets, or incur write-offs of goodwill or other assets. In addition, integrating an acquired business or technology is risky. Completed and future acquisitions may result in unforeseen operational difficulties and expenditures associated with:

- incorporating and integrating new businesses, technologies, products, personnel, or operations of any company we may acquire, particularly if key personnel of the acquired company decide not to work for us;

- consolidating operational and administrative functions;
- coordinating outreach to our community;
- disruption to our ongoing business and distraction of our management;
- delay or reduction of transactions on our marketplace or in the business of the company we acquired due to uncertainty about continuity and effectiveness of service from either company;
- entry into geographic or business markets in which we have little or no prior experience or where competitors have stronger market positions;
- effectively managing an increased number of employees in diverse locations;
- if we use cash to pay for acquisitions, limiting other potential uses for our cash;
- incurring debt to fund such acquisitions, which may subject us to material restrictions on our ability to conduct our business;
- incurring impairment charges related to potential write-downs of acquired assets or goodwill;
- maintaining morale and culture and retaining and integrating key employees;
- maintaining or developing controls, procedures and policies (including effective internal control over financial reporting and disclosure controls and procedures); and
- assuming liabilities related to the activities of the acquired business before the acquisition, including liabilities for violations of laws and regulations, commercial disputes, taxes and other matters.

In addition, an acquisition may negatively affect our results of operations and financial condition because it may require us to incur charges or assume substantial debt or other liabilities, may cause adverse tax consequences or unfavorable accounting treatment, may expose us to claims and disputes by third parties, including intellectual property claims and disputes, or may not generate sufficient financial return to offset additional costs and expenses related to the acquisition.

Moreover, we may not benefit from our acquisitions as we expect, or in the time frame we expect. We also may issue additional equity securities in connection with an acquisition, which could cause dilution to our stockholders. Finally, acquisitions could be viewed negatively by analysts and investors or by our sellers and buyers. We may not succeed in addressing these or other risks, which could harm our business and results of operations.

If we fail to manage our growth effectively, we may be unable to execute our business plan and our business, results of operations, and financial condition could be harmed.

We have experienced rapid growth in our business, such as in the number of sellers and the number of countries in which we have sellers and buyers, and we plan to continue to grow in the future, both in the United States and abroad. The growth of our business places significant demands on our management team and pressure to expand our operational and financial infrastructure. As we continue to grow, our operating expenses will increase. If we do not manage our growth effectively, the increases in our operating expenses could outpace any increases in our revenue and our business could be harmed.

We may require additional capital to support business growth, and we may be unable to obtain additional capital on acceptable terms, if at all, and any additional financing may dilute existing stockholders.

We believe that our existing cash and cash equivalents, together with cash generated from operations, will be enough to meet our anticipated cash needs for at least the next 12 months. We may require additional capital to grow our business, including the need to develop our online marketplace services, expand across and within product verticals, enhance our operating infrastructure, expand the markets in which we operate, and potentially acquire complementary businesses and technologies. Our future capital requirements will depend on many factors, including the emergence of competing online marketplaces and other adverse marketing developments; the timing and extent of our sales and marketing and technology and development expenditures; and any investments or acquisitions we may choose to pursue in the future. Accordingly, we may need to engage in equity or debt financings to secure additional funds. If we raise additional funds through further issuances of equity or issuances of convertible debt securities, our existing stockholders could suffer significant dilution, and any new equity securities we issue could have rights, preferences and privileges superior to those of holders of our common stock. Any debt financing secured by us in the future could involve restrictive covenants relating to our capital-raising activities and other financial and operational matters, which may make it more difficult for us to obtain additional capital and to pursue business opportunities. In addition, we may not be able to obtain additional financing on terms favorable to us, if at all. If we are unable to obtain financing on terms satisfactory to us when we require it, our ability to continue to support our business growth and to respond to business challenges could be significantly limited, and our business and prospects could suffer.

If we fail to attract and retain key personnel on our executive team or to effectively manage leadership succession, our business, financial condition, and results of operations could be adversely impacted.

Our success depends in part on our ability to attract and retain key personnel on our executive team, including our Chief Executive Officer, David S. Rosenblatt. Senior employees have left our company in the past and others may in the future. We often cannot anticipate such departures, and may not be able to promptly replace key leadership personnel. The loss of one or more of our key personnel or the inability to promptly identify a suitable successor to a key role could have an adverse effect on our business. Our key personnel are generally employed on an “at-will” basis.

Further expansion into markets outside of the United States is important to the growth of our business but will subject us to risks associated with operations abroad.

Expanding our community into markets outside of the United States is an important part of our strategy. Although we have a significant number of sellers and buyers outside of the United States, we have limited experience in developing local markets outside the United States. Also, visits to our online marketplace from buyers outside the United States may not convert into sales as often as visits from within the United States, including due to the impact of the strong U.S. dollar relative to other currencies. Our success in markets outside the United States will be linked to our ability to attract local sellers and buyers to our online marketplace and to localize our online marketplace in additional languages. If we are not able to do so, our growth prospects could be harmed.

In addition, competition is likely to intensify in the international markets where we operate and plan to expand our operations. Local companies based in markets outside the United States may have a substantial competitive advantage because of their greater understanding of, and focus on, those local markets. Some of our competitors may also be able to develop and grow in international markets more quickly than we will.

Continued expansion in markets outside of the United States will also require significant financial investment. These investments include marketing to attract and retain new sellers and buyers, developing localized services, forming relationships with third-party service providers, supporting operations in multiple countries, and potentially acquiring companies based outside the United States and integrating those companies with our operations.

Doing business in markets outside of the United States also subjects us to increased risks and burdens such as:

- complying with different regulatory standards (including those related to the use of personal information, particularly in the European Union);
- managing and staffing operations over a broader geographic area with varying cultural norms and customs;
- adapting our online marketplace to local cultural norms and customs;
- potentially heightened risk of fraudulent transactions;
- limitations on the repatriation of funds and fluctuations of foreign exchange rates;
- exposure to liabilities under anti-corruption, anti-money laundering and export control laws, including the U.S. Foreign Corrupt Practices Act of 1977, as amended, the UK Bribery Act of 2010, trade controls and sanctions administered by the U.S. Office of Foreign Assets Control, and similar laws and regulations in other jurisdictions;
- varying levels of Internet, e-commerce and mobile technology adoption and infrastructure;
- our ability to enforce contracts and intellectual property rights in jurisdictions outside the United States; and
- barriers to international trade, such as tariffs or other taxes.

Sellers face similar risks in conducting their businesses across borders. Even if we are successful in managing the risks of conducting our business across borders, if sellers are not, our business could be adversely affected.

Finally, operating in markets outside of the United States requires significant management attention. If we invest substantial time and resources to expand our operations outside of the United States and cannot manage these risks effectively, the costs of doing business in those markets may be prohibitive or our expenses may increase disproportionately to the revenue generated in those markets.

We may incur significant losses from fraud, which would harm our results of operations.

We have in the past incurred and may in the future incur losses from various types of fraudulent transactions, including the use of stolen credit card numbers and claims that a buyer did not authorize a purchase. In addition to the direct costs of these losses, if the fraud is related to credit card transactions and becomes excessive, it could result in us paying higher fees or losing the right to accept credit cards for payment. Under current credit card practices, we are liable for fraudulent credit card transactions because we do not obtain a cardholder’s signature. Our failure to adequately prevent fraudulent transactions could damage our reputation, result in litigation or regulatory action or lead to expenses that could substantially impact our results of operations.

Our payments system depends on third-party providers and is subject to evolving laws and regulations.

We rely on third-party payment processors to process payments made by buyers or to sellers on our online marketplace. We have engaged third-party service providers to perform underlying card processing, currency exchange, identity verification, and fraud analysis services. If these service providers do not perform

adequately or if they terminate their relationships with us or refuse to renew their agreements with us on commercially reasonable terms, we will need to find an alternate payment processor and may not be able to secure similar terms or replace such payment processors in an acceptable timeframe. Further, the software and services provided by our third-party payment processors may not meet our expectations, contain errors or vulnerabilities, be compromised or experience outages. Any of these risks could cause us to lose our ability to accept online payments, make payments to sellers or conduct other payment transactions, any of which could make our platform less convenient and attractive and harm our ability to attract and retain sellers and buyers. In addition, sellers' ability to accept orders could be negatively impacted and our business would be harmed. In addition, if these providers increase the fees they charge us, our operating expenses could increase. Alternatively, if we respond by increasing the fees we charge to sellers, some sellers may stop listing new items for sale.

The laws and regulations related to payments are complex and vary across different jurisdictions in the United States and globally. As a result, we are required to spend significant time and effort to comply with those laws and regulations. Any failure or claim of our failure to comply, or any failure by our third-party service providers to comply, could cost us substantial resources, could result in liabilities, or could force us to stop offering certain third-party payment services. As we expand the availability of new payment methods to our sellers and buyers in the future, we may become subject to additional regulations and compliance requirements.

Further, through our agreement with our third-party credit card processor, we are subject to payment card association operating rules and certification requirements, including the Payment Card Industry Data Security Standard. We are also subject to rules governing electronic funds transfers. Any change in these rules and requirements could make it difficult or impossible for us to comply.

If we fail to recruit and retain specialized employees and contractors, our business and operations could suffer.

Our ability to attract, retain and motivate employees and contractors, including our in-house vetting specialists, is important to our success. Other companies, including our competitors, may be successful in recruiting and hiring our employees and contractors, and it may be difficult for us to find suitable replacements on a timely basis or on competitive terms. In addition, we may face challenges in connection with recruiting, hiring, and retaining qualified engineers and IT staff to support our operations in India and Lithuania. Qualified individuals are limited and in high demand, and we may incur significant costs to attract, develop and motivate them. If we fail to recruit and retain specialized employees and contractors, our ability to grow our business and our operations could suffer.

If we experience labor disputes or other disruption, it could harm our operations.

None of our employees are currently represented by a union. If our employees decide to form or affiliate with a union, we cannot predict the negative effects such future organizational activities will have on our business and operations. If we were to become subject to work stoppages, we could experience disruption in our operations, including delays in technology development, customer servicing and shipping, and increases in our labor costs which could materially adversely affect our business, financial condition, or results of operations.

If our insurance coverage is insufficient or our insurers are unable to meet their obligations, our insurance may not mitigate the risks facing our business.

We contract for insurance to cover a number of risks and potential liabilities. Our insurance policies cover areas such as general liability, errors and omissions liability, employment liability, business interruptions, data breach, crime, product liability and directors' and officers' liability. For certain types of business risk, we may not be able to, or may choose not to, acquire insurance. In addition, we may not obtain enough insurance to adequately mitigate the risks we face or we may have to pay high premiums and/or deductibles for the coverage we do obtain. Additionally, if any of our insurers becomes insolvent, it would be unable to pay any claims that we make.

Risks Related to Privacy, Cybersecurity, and Infrastructure

If sensitive information about our sellers and buyers or other third parties with whom we transact business is disclosed, or if we or our third-party providers are subject to cyber-attacks, use of our online marketplace could be curtailed, we may be exposed to liability, and our reputation would suffer.

Although we do not directly collect, transmit, and store personal financial information such as credit cards and other payment information, we utilize third-party payment processors who provide these services on our behalf. We also collect and store certain personally identifiable information provided by our sellers and buyers and other third parties with whom we transact business, such as names, email addresses, and the details of transactions. The collection, transmission, and storage of such information is subject to stringent legal and regulatory obligations. Some of our third-party service providers, such as identity verification and payment processing providers, also regularly have access to seller and buyer data. In an effort to protect sensitive information, we rely on a variety of security measures, including encryption and authentication technology licensed from third parties. However, advances in computer capabilities, increasingly sophisticated tools and methods used by hackers and cyber terrorists, new discoveries in the field of cryptography, or other developments may result in our failure or inability to adequately protect sensitive information.

Our platform is vulnerable to power outages, telecommunications failures, and catastrophic events, as well as computer viruses, worms, malicious code, break-ins, phishing attacks, denial-of-service attacks, and other cyber-attacks. Any of these incidents could lead to interruptions or shutdowns of our platform, loss of data, or unauthorized disclosure of personally identifiable or other sensitive information. Cyber-attacks could also result in the theft of our intellectual property. If we gain greater visibility, we may face a higher risk of being targeted by cyber-attacks. Advances in computer capabilities, new technological discoveries, or other developments may result in cyber-attacks becoming more sophisticated and more difficult to detect.

Any failure or perceived failure by us to comply with our privacy policies, our privacy or data protection obligations to sellers and buyers or other third parties, or our privacy or data protection legal obligations, or any compromise of security that results in the unauthorized release or transfer of sensitive information, which may include personally identifiable information or other data, may result in governmental enforcement actions, litigation or public statements against us by consumer advocacy groups or others and could cause sellers and buyers to lose trust in us, which could have an adverse effect on our business.

We have experienced cybersecurity incidents in the past and may experience them in the future. Further, if we or our third-party service providers experience security breaches that result in online marketplace performance or availability problems or the loss or unauthorized disclosure of personal and other sensitive information, people may become unwilling to provide us the information necessary to set up seller and buyer accounts, and we could be subject to third-party lawsuits, regulatory fines, or other action or liability. Existing sellers and buyers may also decrease their purchases or stop listing new items for sale or close their accounts altogether. Further, any reputational damage resulting from breach of our security measures could create distrust of our company by sellers and buyers.

We and our third-party service providers may not have the resources or technical sophistication to anticipate or prevent all such cyber-attacks. Moreover, techniques used to obtain unauthorized access to systems change frequently and may not be known until launched against us or our third-party service providers. Security breaches can also occur as a result of non-technical issues, including intentional or inadvertent breaches by our employees or employees of our third-party service providers.

We expect to incur ongoing costs associated with the detection and prevention of security breaches and other security-related incidents. We may incur additional costs in the event of a security breach or other security-related incident. Any actual or perceived compromise of our systems or data security measures or those of third parties with whom we do business, or any failure to prevent or mitigate the loss of personal or other confidential

information and delays in detecting or providing notice of any such compromise or loss could disrupt our operations, harm the perception of our security measures, damage our reputation, cause some sellers and buyers to decrease or stop their use of our online marketplace, and could subject us to litigation, government action, increased transaction fees, regulatory fines or penalties, or other additional costs and liabilities that could harm our business, financial condition, and results of operations.

We cannot be certain that our insurance coverage will be adequate for data handling or data security liabilities, that insurance will continue to be available to us on economically reasonable terms, or at all, or that any insurer will not deny coverage as to any future claim. The successful assertion of one or more large claims against us that exceed available insurance coverage or the occurrence of changes in our insurance policies, including premium increases or the imposition of large deductible or co-insurance requirements, could have a material and adverse effect on our business, including our financial condition, results of operations, and reputation.

Our use and other processing of personal information and other data is subject to laws and obligations relating to privacy and data protection, and our failure to comply with such laws and obligations could harm our business.

Numerous state, federal and international laws, rules and regulations govern privacy, data protection and the collection, use and protection of personal information and other types of data we collect, use, disclose and otherwise process. These laws, rules and regulations are constantly evolving, and we expect that there will continue to be new proposed laws, regulations and industry standards concerning privacy, data protection and information security in the United States, the EU and other jurisdictions. For example, California enacted legislation in June 2018, the California Consumer Privacy Act (the "CCPA") that, among other things, requires covered companies to provide new disclosures to California consumers and afford such consumers new abilities to opt-out of certain sales of personal information. California also adopted the California Privacy Rights Act in November 2020, which would amend provisions of the CCPA, to be effective January 1, 2023. Similarly, the European Commission adopted a General Data Protection Regulation that became fully effective on May 25, 2018, imposing stringent EU data protection requirements.

We cannot yet fully determine the impact these or future laws, rules, and regulations may have on our business or operations. These laws, rules and regulations may be inconsistent from one jurisdiction to another, subject to differing interpretations and may be interpreted to conflict with our practices. Additionally, we may be bound by contractual requirements applicable to our collection, use, processing and disclosure of various types of data, including personal information, and may be bound by, or voluntarily comply with, self-regulatory or other industry standards relating to these matters.

Any failure or perceived failure by us or any third parties with which we do business to comply with these laws, rules and regulations, or with other obligations to which we or such third parties are or may become subject, may result in actions against us by governmental entities, private claims and litigation, the expenditure of legal and other costs and of substantial time and resources, and fines, penalties or other liabilities. Any such action would be expensive to defend, may require the expenditure of substantial legal and other costs and substantial time and resources, and likely would damage our reputation and adversely affect our business and results of operations.

Further, in view of new or modified federal, state or foreign laws and regulations, industry standards, contractual obligations and other legal obligations, or any changes in their interpretation, we may find it necessary or desirable to fundamentally change our business activities and practices or to expend significant resources to modify our product and otherwise adapt to these changes. We may be unable to make such changes and modifications in a commercially reasonable manner or at all, and our ability to develop new products and features could be limited. Privacy, data protection and information security concerns, whether valid or not valid, may inhibit the use and growth of our online marketplace, particularly in certain foreign countries.

Use of social media, emails, and push notifications may harm our reputation or subject us to fines or other penalties.

We use social media, emails, and push notifications as part of our omni-channel approach to marketing and communications with sellers and buyers. As laws and regulations evolve to govern the use of these channels, the failure by us, our employees or third parties acting at our direction to comply with applicable laws and regulations in the use of these channels could adversely affect our reputation or subject us to fines or other penalties. In addition, our employees or third parties acting at our direction may knowingly or inadvertently make use of social media in ways that could lead to the loss or infringement of intellectual property, as well as the public disclosure of proprietary, confidential, or sensitive personal information of our business, employees, consumers, or others. Information concerning us or our sellers and buyers, whether accurate or not, may be posted on social media platforms at any time and may have an adverse impact on our brand, reputation, or business. The harm may be immediate without affording us an opportunity for redress or correction and could have a material adverse effect on our reputation, business, results of operations, financial condition, and prospects.

If we fail to successfully expand the features, services, and offerings on our online marketplace, our ability to grow our business may suffer.

Our industry is characterized by rapidly changing technology, new service and feature introductions, and changing seller and buyer demands. We spend substantial time and resources creating new features, services, and offerings to attract new constituents to our online marketplace and to open new sales channels for sellers. For example, we recently introduced our Trade 1st program for interior designers, whom we also refer to as “trade buyers”, which provides listings for expertly crafted pieces, supports trade exclusive pricing, and offers buyer incentives. Our efforts to expand the features, services, and offerings could fail for many reasons, including lack of acceptance by existing or new constituents, our failure to market these features, services, and offerings effectively to new constituents, or negative publicity related to our features, services, and offerings. Diversifying and expanding our features, services, and offerings involves significant risk. For example, we may encounter software bugs, defects, or errors in connection with the introduction of new or enhanced features of our technology platform. In addition, these initiatives may not drive increases in revenue, may require substantial investment and planning, and may bring us more directly into competition with companies that are better established or have greater resources than we do. It will require additional investment of time and resources in the development and training of our personnel and our sellers and buyers. If we are unable to cost-effectively expand our features, services, and offerings, then our growth prospects and competitive position may be harmed.

Any significant disruption in service provided by, or termination of our relationship with, third parties that host our website and mobile app and process payments made by buyers or to sellers on our online marketplace could damage our reputation and result in loss of sellers and buyers, which in turn would harm our business and results of operations.

Our brand and ability to attract and retain sellers and buyers depends in part on the reliable performance of our cloud-hosted servers, network infrastructure and content delivery process. If the services provided by third parties are disrupted or if we are unable to maintain and scale the technology underlying our platform, our operations and business could suffer. The volume of traffic and activity on our online marketplace spikes on certain days and during certain periods of the year, such as during the fourth quarter due to the seasonality of our business, and any interruption would be particularly problematic if it were to occur at such a high volume time.

The software and operation of the technology underlying our platform is expensive and complex, and we could experience operational failures. If we fail to accurately predict the rate or timing of the growth of our platform, we may be required to incur significant additional costs to maintain reliability. These costs could include, but are not limited to, adding additional hosting capacity or platforms, additional network providers, web application firewalls or other bot-mitigation technologies or additional content distribution networks. Additionally, as we rely on a fast, secure, and stable Internet, we could be required to adapt to any changes to global standards.

We have experienced, and expect that in the future we will experience, interruptions, delays, and outages in service and availability from time to time due to a variety of factors, including infrastructure changes, human or software errors, website hosting disruptions, and capacity constraints which could affect the availability of services on our platform and prevent or inhibit the ability of buyers to access our online marketplace or complete purchases on our online marketplace and app. Third-party providers host much of our technology infrastructure. Any disruption in their services, or any failure of our providers to handle the demands of our online marketplace could significantly harm our business and damage our reputation. Third-party providers also have systems that are constantly evolving, it is difficult to predict the challenges that we may encounter in developing our platform for use in conjunction with such third-party systems, and we may not be able to modify our integrations to assure its compatibility with the systems of other third parties following any of their changes to their systems. Further, if we experience failures in our technology infrastructure or do not expand our technology infrastructure successfully, then our ability to attract and retain sellers and buyers and our growth prospects and our business would suffer. We do not have control over the operations of the facilities of these third-party providers that we use. These facilities may be vulnerable to damage or interruption from natural disasters, cybersecurity attacks, terrorist attacks, power outages and similar events or acts of misconduct.

Our business depends on continued and unimpeded access to the Internet and mobile networks.

To access our online marketplace, our sellers and buyers rely on access to the Internet. Internet service providers may choose to disrupt or degrade access to our online marketplace or increase the cost of such access. Similarly, to download our mobile applications, application store providers must allow our applications to be listed. Internet service providers or application store providers could also attempt to charge us for providing access to our online marketplace. The adoption of any laws or regulations that adversely affect the popularity or growth in use of the Internet or our services, including laws or regulations that undermine open and neutrally administered Internet access, could decrease user demand for our service offerings and increase our cost of doing business. For example, in December 2017, the Federal Communications Commission adopted an order reversing network neutrality protections in the United States, including the repeal of specific rules against blocking, throttling or “paid prioritization” of content or services by internet service providers. To the extent Internet service providers engage in these or similar actions as a result of this order or the adoption of similar laws or regulations, our business, financial condition, and results of operations could be materially and adversely affected. Outside of the United States, government regulation of the Internet, including the idea of network neutrality, may be developing or non-existent. As a result, we could face discriminatory or anti-competitive practices that could impede both our and sellers’ growth prospects, increase our costs and harm our business.

Risks Related to Regulatory Matters and Litigation

Our business is subject to a large number of U.S. and non-U.S. laws, many of which are evolving.

We are subject to a variety of laws and regulations in the United States and around the world, including those relating to traditional businesses, such as employment laws and taxation, and newer laws and regulations focused on the Internet, online commerce, and the resale market, such as payment systems, personal privacy, anti-spam, data security, electronic contracts, unfair and deceptive trade practices, and consumer protection. These laws and regulations are continuously evolving, and compliance is costly and can require changes to our business practices and significant management time and effort. Additionally, it is not always clear how existing laws apply to the Internet as many of these laws do not address the unique issues raised by the Internet or online commerce.

For example, laws relating to online privacy are evolving differently in different jurisdictions. Federal, state and non-U.S. governmental authorities, as well as courts interpreting the laws, continue to evaluate the privacy implications of the use of third-party “cookies,” “web beacons,” and other methods of online tracking. The United States, the European Union, and other governments have enacted or are considering legislation that could significantly restrict the ability of companies and individuals to collect and store user information, such as

by regulating the level of consumer notice and consent required before a company can employ cookies or other electronic tracking tools. In some cases, non-U.S. privacy, data protection, consumer protection and other laws and regulations are more restrictive than those in the United States. For example, the European Union traditionally has imposed stricter obligations under such laws than the United States. Consequently, the expansion of our operations internationally may require changes to the ways we collect and use consumer information.

Existing and future laws and regulations enacted by federal, state or non-U.S. governments could impede the growth or use of the Internet or online commerce. It is also possible that governments of one or more countries may seek to censor content available on our online marketplace or may even attempt to block access to our online marketplace. If we are restricted from operating in one or more countries, our ability to attract or retain sellers and buyers may be adversely affected and we may not be able to grow our business as we anticipate.

Some providers of consumer devices and web browsers have implemented, or have announced plans to implement, ways to block tracking technologies which, if widely adopted, could also result in online tracking methods becoming significantly less effective. Any reduction in our ability to make effective use of such technologies could harm our ability to personalize the experience of buyers, increase our costs and limit our ability to attract new, and retain existing, sellers and buyers on cost-effective terms. As a result, our business could be adversely affected.

We strive to comply with all applicable laws, but they may conflict with each other, and by complying with the laws or regulations of one jurisdiction, we may find that we are violating the laws or regulations of another jurisdiction. Despite our efforts, we may not have fully complied in the past and may not in the future. If we become liable under laws or regulations applicable to us, we could be required to pay significant fines and penalties, and we may be forced to change the way we operate. That could require us to incur significant expenses or to discontinue certain services, which could negatively affect our business. Additionally, if third parties with whom we work violate applicable laws or our policies, those violations could result in other liabilities for us and could harm our business.

If we fail to comply with applicable laws or regulations, including those relating to the sale of antique and vintage items, we may be subject to fines, penalties, loss of licensure, registration, and approval, or other governmental enforcement action.

The sale of certain items through our online marketplace is subject to regulation, including by regulatory bodies such as the U.S. Consumer Product Safety Commission, the Federal Trade Commission, the U.S. Fish and Wildlife Service and other international, federal, state and local governments and regulatory authorities. These laws and regulations are complex, vary from state to state and change often. We monitor these laws and regulations and adjust our business practices as warranted to comply. We list luxury design products from numerous sellers located throughout the United States and from over 55 countries, and the items listed by our sellers may contain materials such as fur, python, ivory, and other exotic animal product components, that are subject to regulation or cultural patrimony considerations. Our standard seller terms and conditions require sellers to comply with applicable laws when listing their items. Failure of our sellers to comply with applicable laws, regulations and contractual requirements could lead to litigation or other claims against us, resulting in increased legal expenses and costs. Moreover, failure by us to effectively monitor the application of these laws and regulations to our business, and to comply with such laws and regulations, may negatively affect our brand and subject us to penalties and fines.

Numerous U.S. states and municipalities, including the States of California and New York, have regulations regarding the handling of antique and vintage items and licensing requirements of antique and vintage dealers. Such government regulations could require us to change the way we conduct business or our buyers conduct their purchases in ways that increase costs or reduce revenues, such as prohibiting or otherwise restricting the sale or shipment of certain items in some locations. We could also be subject to fines or other penalties which in the aggregate could harm our business.

Additionally, the luxury design products our sellers sell could be subject to recalls and other remedial actions and product safety, labeling, and licensing concerns may require us to voluntarily remove selected items from our online marketplace. Such recalls or voluntary removal of items can result in, among other things, lost sales, diverted resources, potential harm to our reputation, and increased customer service costs and legal expenses, which could harm on our results of operations.

Some of the luxury design products sold through our online marketplace on behalf of our sellers may expose us to product liability claims and litigation or regulatory action relating to personal injury, environmental, or property damage. We cannot be certain that our insurance coverage will be adequate for liabilities actually incurred or that insurance will continue to be available to us on economically reasonable terms or at all. In addition, while all of our seller agreements contain a standard indemnification provision, certain sellers may not have sufficient resources or insurance to satisfy their indemnity and defense obligations which may harm our business.

We are subject to governmental export and import controls and anti-corruption laws and regulations that could impair our ability to compete in international markets and subject us to liability if we are not in full compliance with applicable laws.

Our business activities are subject to various restrictions under U.S. export and similar laws and regulations, including the U.S. Department of Commerce's Export Administration Regulations and various economic and trade sanctions administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"). The U.S. export control laws and U.S. economic sanctions laws include restrictions or prohibitions on the provision of certain goods and services to U.S. embargoed or sanctioned countries and regions, governments, persons, and entities. In addition, various countries regulate the import of certain technology and have enacted or could enact laws that could limit our ability to provide sellers and buyers access to our online marketplace or could limit our sellers' and buyers' ability to access or use our services in those countries.

Our online marketplace could be utilized in violation of such laws, despite the precautions we take to prevent such violations. In the past, we may have facilitated transactions involving products or sellers that are the subject of U.S. sanctions or located in countries or regions subject to U.S. sanctions in apparent violation of U.S. economic sanction laws. In relation to certain compliance issues, we have submitted to OFAC an initial notification of voluntary self-disclosure concerning potential violations. If we fail to comply with these laws and regulations or are found to be in violation of U.S. sanctions or export control laws, including by facilitating unlawful transactions, we and certain of our employees could be subject to civil or criminal penalties, including the possible loss of export privileges and fines. We may also be adversely affected through penalties, reputational harm, loss of access to certain markets, or otherwise. Actions to remediate past potential violations may include internal reviews, voluntary self-disclosures, or other measures.

In addition, various countries regulate the import and export of certain encryption and other technology, including import and export permitting and licensing requirements, and have enacted laws that could limit the sale of items through our online marketplace or could limit our sellers' and buyers' ability to access our online marketplace in those countries. Changes in our online marketplace, or future changes in export and import regulations, may prevent our international sellers and buyers from utilizing our online marketplace or, in some cases, prevent the export or import of our sellers' items to certain countries, governments, or persons. Any change in export or import regulations, economic sanctions, or related legislation or changes in the countries, governments, persons, or technologies targeted by such regulations, could result in decreased use of our online marketplace by, or in our decreased ability to facilitate transactions through our online marketplace among, existing or potential sellers and buyers internationally. Any decreased use of our online marketplace or limitation on our sellers' ability to export or sell items would adversely affect our business, results of operations, and financial results.

We are also subject to various domestic and international anti-corruption laws, such as the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act, as well as other similar anti-bribery and anti-kickback laws and regulations. These laws and regulations generally prohibit companies, their employees, and their intermediaries from authorizing, offering, providing, and/or accepting improper payments or other benefits for improper purposes. These laws also require that we keep accurate books and records and maintain compliance procedures designed to prevent any such actions. Although we take precautions to prevent violations of these laws, our exposure for violating these laws increases as our international presence expands and as we increase sales and operations in foreign jurisdictions.

We may become involved in claims, lawsuits, government investigations, and other proceedings that could adversely affect our business, financial condition, and results of operations.

From time to time, we may become involved in litigation matters, such as matters incidental to the ordinary course of our business, including intellectual property, commercial, employment, class action, whistleblower, accessibility, and other litigation and claims, and governmental and other regulatory investigations and proceedings. Such matters can be time-consuming, divert management's attention and resources, cause us to incur significant expenses or liability, or require us to change our business practices. Further, our general liability insurance may not cover all potential claims made against us or be sufficient to indemnify us for all liability that may be imposed. In addition, the expense of litigation and the timing of these expenses from period to period are difficult to estimate, subject to change, and could adversely affect our financial condition and results of operations. Because of the potential risks, expenses, and uncertainties of litigation, we may, from time to time, settle disputes, even where we have meritorious claims or defenses, by agreeing to settlement agreements. Any of the foregoing could adversely affect our business, financial condition, and results of operations.

Risks Related to Intellectual Property

If we cannot successfully protect our intellectual property, our business could suffer.

We rely on a combination of intellectual property rights, contractual protections, and other practices to protect our brand, proprietary information, technologies and processes. We primarily rely on copyright and trade secret laws to protect our proprietary technologies and processes, including the algorithms we use throughout our business. Others may independently develop the same or similar technologies and processes, or may improperly acquire and use information about our technologies and processes, which may allow them to provide a service similar to ours, which could harm our competitive position. Our principal trademark assets include the registered trademark "1stDibs" and our logos and taglines. Our trademarks are valuable assets that support our brand and consumers' perception of our services and merchandise. We also hold the rights to the "1stDibs.com" Internet domain name and various related domain names, which are subject to Internet regulatory bodies and trademark and other related laws of each applicable jurisdiction. If we are unable to protect our trademarks or domain names, our brand recognition and reputation could suffer, we could incur significant expense establishing new brands and our results of operations could be adversely impacted. Although we do not currently have any issued patents, we may pursue patent protection for aspects of our technology in the future. We cannot predict whether any pending patent application will result in an issued patent that will effectively protect our intellectual property. Even if a patent issues, the patent may be circumvented or its validity may be challenged. In addition, we cannot provide assurance that every significant feature of technology and services will be protected by any patent or patent application. Further, to the extent we pursue patent protection for our innovations, patents applications may not result in issued patents, and patents that do issue or that we acquire may not provide us with any competitive advantages or may be challenged by third parties. There can be no assurance that any patents we obtain will adequately protect our inventions or survive a legal challenge, as the legal standards relating to the validity, enforceability, and scope of protection of patent and other intellectual property rights are uncertain.

Third parties may challenge any patents, copyrights, trademarks, and other intellectual property and proprietary rights owned or held by us or may knowingly or unknowingly infringe, misappropriate or otherwise violate our patents, copyrights, trademarks, and/or other proprietary rights. We may be required to spend significant resources to monitor and protect our intellectual property rights, and the efforts we take to protect our proprietary rights may not be sufficient. Even if we do detect violations, we may need to engage in litigation to enforce our intellectual property rights. Any enforcement efforts we undertake, including litigation, could be time-consuming and expensive and could divert our management's attention away from standard business operations. In addition, our efforts may be met with defenses and counterclaims challenging the validity and/or enforceability of our intellectual property rights or may result in a court determining that our intellectual property rights are unenforceable. If we are unable to cost-effectively protect our intellectual property rights, then our business could be harmed. An adverse decision in any of these legal actions could limit our ability to assert our intellectual property or proprietary rights, limit the value of our intellectual property or proprietary rights or otherwise negatively impact our business, financial condition and results of operations. If the protection of our intellectual property and proprietary rights is inadequate to prevent use or misappropriation by third parties, the value of our brand and other intangible assets may be diminished, competitors may be able to more effectively mimic our service and methods of operations, the perception of our business and service to existing or potential sellers and buyers may become confused in the marketplace and our ability to attract sellers and buyers may be adversely affected.

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

We may receive notices that claim we have infringed, misappropriated, or misused other parties' intellectual property rights. To the extent we gain greater public recognition, we may face a higher risk of being the subject of intellectual property claims. Third-party intellectual property rights may cover significant aspects of our technologies or business methods or block us from expanding our offerings. Any intellectual property claims against us, with or without merit, could be time consuming and expensive to settle or litigate and could divert the attention of our management. Litigation regarding intellectual property rights is inherently uncertain due to the complex issues involved, and we may not be successful in defending ourselves in such matters.

Many potential litigants, including some of our competitors and patent holding companies, have the ability to dedicate substantial resources to enforcing their intellectual property rights. Any claims successfully brought against us could subject us to significant liability for damages and we may be required to stop using technology or other intellectual property alleged to be in violation of a third party's rights. We also might be required to seek a license for third-party intellectual property. Even if a license is available, we could be required to pay significant royalties or submit to unreasonable terms, which would increase our operating expenses. We may also be required to develop alternative non-infringing technology, which could require significant time and expense. If we cannot license or develop technology for any allegedly infringing aspect of our business, we could be forced to limit our service and may be unable to compete effectively. Any of these results could harm our business.

We are subject to the terms of open source licenses because our platform incorporates open source software.

The software powering our online marketplace incorporates software covered by open source licenses. The terms of many open source licenses have not been interpreted by U.S. courts and there is a risk that the licenses could be construed in a manner that imposes unanticipated conditions or restrictions on our ability to operate our online marketplace. If we were to combine or connect our proprietary source code or software with open source software in a certain manner, we could, under certain of the open source licenses, be required to publicly release the source code of our software or to make our software available under open source licenses. To avoid the public release of the affected portions of our source code in the event of our inappropriate use of open source software, we could be required to expend substantial time and resources to re-engineer some or all of our software. In addition, use of open source software can lead to greater risks than use of third-party commercial

software because open source licensors generally do not provide warranties or controls on the origin of the software. Use of open source software may also present additional security risks because the public availability of such software may make it easier for hackers and other third parties to determine how to compromise our platform. We have established processes to help alleviate these risks, but we cannot be sure that all of our use of open source software is in a manner that is consistent with our current policies and procedures or will not subject us to liability.

Risks Related to our Operations as a Public Company

If our internal control over financial reporting or our disclosure controls and procedures are not effective, we may not be able to accurately report our financial results, prevent fraud or file our periodic reports in a timely manner, which may cause investors to lose confidence in our reported financial information and may lead to a decline in our stock price.

We have been a private company and, as such, we have not been subject to the internal control and financial reporting requirements applicable to a publicly traded company. We are required to comply with the auditor attestation requirements of Section 404(b) of the Sarbanes-Oxley Act following the later of the date we are deemed to be an "accelerated filer" or a "large accelerated filer," each as defined in the Securities Exchange Act of 1934 as amended (the "Exchange Act"), or the date we are no longer an "emerging growth company," as defined in the JOBS Act. In addition, as a public company, we will be subject to Section 404(a), which requires us to include a report on our internal controls, including an assessment of the effectiveness of our internal controls and financial reporting procedures. Section 404 of the Sarbanes-Oxley Act ("Section 404") requires that we maintain effective internal control over financial reporting and disclosure controls and procedures. In particular, we must perform system and process evaluations, document our controls and perform testing of our key controls over financial reporting to allow management and our independent public accounting firm to report on the effectiveness of our internal control over financial reporting. Our testing, or the subsequent testing by our independent public accounting firm, may reveal deficiencies in our internal control over financial reporting that are deemed to be material weaknesses. If we are not able to comply with the requirements of Section 404 in a timely manner, or if we or our accounting firm identify deficiencies in our internal control over financial reporting that are deemed to be material weaknesses, the market price of our stock would likely decline and we could be subject to lawsuits, sanctions or investigations by regulatory authorities, which would require additional financial and management resources.

We may encounter difficulties in the timely and accurate reporting of our financial results, which would impact our ability to provide our investors with information in a timely manner. As a result, our investors could lose confidence in our reported financial information, and our stock price could decline.

We are an emerging growth company, and any decision on our part to comply only with certain reduced reporting and disclosure requirements applicable to emerging growth companies could make our common stock less attractive to investors.

We are an "emerging growth company," as defined in the JOBS Act. We intend to take advantage of certain exemptions under the JOBS Act from various public company reporting requirements, including not being required to have our internal control over financial reporting audited by our independent registered public accounting firm pursuant to Section 404(b) of the Sarbanes-Oxley Act, reduced disclosure obligations regarding executive compensation in our periodic reports and proxy statements, and exemptions from the requirements of holding a nonbinding advisory vote on executive compensation and any golden parachute payments not previously approved. We may take advantage of these exemptions for up to five years or until we are no longer an "emerging growth company," whichever is earlier.

In addition, Section 107 of the JOBS Act provides that an "emerging growth company" can take advantage of an extended transition period for complying with new or revised accounting standards. This provision allows an emerging growth company to delay the adoption of some accounting standards until those

standards would otherwise apply to private companies. We have elected to use the extended transition period under the JOBS Act. Accordingly, our consolidated financial statements may not be comparable to the financial statements of public companies that comply with such new or revised accounting standards.

We cannot predict if investors will find our common stock less attractive if we choose to rely on any of the exemptions afforded to emerging growth companies. If some investors find our common stock less attractive because we rely on any of these exemptions, there may be a less active trading market for our common stock and the market price of our common stock may be more volatile.

We will remain an emerging growth company until the earlier of (1) the last day of the fiscal year (a) in which the fifth anniversary of the completion of this offering occurs, (b) in which we have total annual gross revenue of at least $1.07 billion or (c) in which we become a large accelerated filer, which means that we have been public for at least 12 months, have filed at least one annual report and the market value of our common stock that is held by non-affiliates exceeds $700 million as of the last day of our then-most recently completed second fiscal quarter, and (2) the date on which we have issued more than $1.0 billion in non-convertible debt during the prior three-year period.

We have not operated as a public company and may not be able to manage our transition effectively or efficiently to a public company.

We have never operated as a public company and will incur significant legal, accounting, and other expenses that we did not incur as a private company. Our management team and other personnel will need to devote a substantial amount of time to, and we may not effectively or efficiently manage, our transition into a public company. For example, we will be subject to the reporting requirements of the Exchange Act, the applicable requirements of the Sarbanes-Oxley Act and the Dodd-Frank Wall Street Reform and Consumer Protection Act and the rules and regulations of the SEC. The rules and regulations of Nasdaq will also apply to us following this offering. To comply with the various requirements applicable to public companies, we will need to establish and maintain effective disclosure and financial controls and make changes to our corporate governance practices. If, notwithstanding our efforts to comply with these laws, regulations and standards, we fail to comply, regulatory authorities may initiate legal proceedings against us and our business may be harmed. Further, failure to comply with these rules might make it more difficult for us to obtain some types of insurance, including director and officer liability insurance, and we might be forced to accept reduced policy limits and coverage or incur substantially higher costs to obtain the same or similar coverage. The impact of these events could also make it more difficult for us to attract and retain qualified persons to serve on our board of directors, on committees of our board of directors or as members of senior management. As such, we intend to invest resources to comply with evolving laws, regulations and standards, and this investment may result in increased general and administrative expenses and a diversion of management's time and attention from revenue-generating activities to compliance activities.

Many members of our management and other personnel have limited experience managing a public company and preparing public filings. In addition, we expect that our management and other personnel will need to divert attention from other business matters to devote substantial time to the reporting and other requirements applicable to a public company. In particular, we expect to incur significant expense and devote substantial management effort to complying with the requirements of Section 404. We intend to hire additional accounting and finance personnel with system implementation experience and expertise regarding compliance with the Sarbanes-Oxley Act. We may be unable to locate and hire qualified professionals with requisite technical and public company experience when and as needed. In addition, new employees will require time and training to learn our business and operating processes and procedures. If we are unable to recruit and retain additional finance personnel or if our finance and accounting team is unable for any reason to respond adequately to the increased demands that will result from being a public company, the quality and timeliness of our financial reporting may suffer, which could result in the identification of material weaknesses in our internal controls. Any consequences resulting from inaccuracies or delays in our reported consolidated financial statements could cause our stock price to decline and could harm our business, financial condition, and results of operations.

If we fail to strengthen our financial reporting systems, infrastructure, and internal control over financial reporting to meet the demands that will be placed upon us as a public company, including the requirements of the Sarbanes-Oxley Act, we may be unable to report our financial results timely and accurately or prevent fraud. We expect to incur significant expense and devote substantial management effort toward ensuring compliance with Section 404.

As a result of becoming a public company, we will become subject to additional regulatory compliance requirements, including Section 404, and if we fail to maintain an effective system of internal controls, we may not be able to accurately report our financial results or prevent fraud.

The rules and regulations such as the Sarbanes-Oxley Act have increased our legal and finance compliance costs and made some activities more time-consuming and costly. For example, Section 404 requires that our management report on, and our independent auditors attest to, the effectiveness of our internal control structure and procedures for financial reporting. Beginning with our second annual report following this offering, we will be required to provide a management report on internal control over financial reporting. However, our auditors will not be required to formally attest to the effectiveness of our internal control over financial reporting pursuant to Section 404 until we are no longer an "emerging growth company," as defined in the JOBS Act.

Effective internal controls are necessary for us to provide reliable financial reports and effectively prevent fraud. Section 404 compliance may divert internal resources and will take a significant amount of time and effort to complete. We may not be able to successfully complete the procedures and certification and attestation requirements of Section 404 by the time we will be required to do so. Implementing these changes may take a significant amount of time and may require specific compliance training of our personnel. In the future, we may discover areas of our internal controls that need improvement. If our auditors or we discover a material weakness or significant deficiency, the disclosure of that fact, even if quickly remedied, could reduce the market's confidence in our consolidated financial statements and harm our stock price. Any inability to provide reliable financial reports or prevent fraud would harm our business. We may not be able to effectively and timely implement necessary control changes and employee training to ensure continued compliance with the Sarbanes-Oxley Act and other regulatory and reporting requirements. If we fail to successfully complete the procedures and certification and attestation requirements of Section 404, or if in the future our Chief Executive Officer, Chief Financial Officer or independent registered public accounting firm determines that our internal controls over financial reporting are not effective as defined under Section 404, we could be subject to investigations or sanctions by Nasdaq, the SEC, FINRA or other regulatory authorities. Furthermore, investor perceptions of the company may suffer, and this could cause a decline in the market price of our shares of common stock. We cannot assure you that we will be able to fully comply with the requirements of the Sarbanes-Oxley Act or that management or, when applicable, our auditors will conclude that our internal controls are effective in future periods. Irrespective of compliance with Section 404, any failure of our internal controls could have a material adverse effect on our stated results of operations and harm our reputation.

Risks Related to Tax and Accounting Matters

We could be required to pay or collect sales taxes in jurisdictions in which we do not currently do so, with respect to past or future sales. This could adversely affect our business and results of operations.

An increasing number of states have considered or adopted laws that impose tax collection obligations on out-of-state sellers of goods. Additionally, the Supreme Court of the United States ruled in *South Dakota v. Wayfair, Inc. et al* ("Wayfair"), that online sellers can be required to collect sales tax despite not having a physical presence in the state of the customer. In response to Wayfair, or otherwise, state or local governments and taxing authorities may adopt, or begin to enforce, laws requiring us to calculate, collect and remit taxes on sales in their jurisdictions. While we believe that we collect and remit sales taxes in every state that requires sales taxes to be collected, including states where we do not have a physical presence, the adoption of new laws by, or a successful assertion by the taxing authorities of, one or more state or local governments requiring us to collect taxes where we presently do not do so, or to collect more taxes in a jurisdiction in which we currently do collect

some taxes, could result in substantial tax liabilities, including taxes on past sales, as well as penalties and interest. The imposition by state governments and taxing authorities of sales tax collection obligations on out-of-state ecommerce businesses could also create additional administrative burdens for us, put us at a competitive disadvantage if they do not impose similar obligations on our competitors, and decrease our future sales, which could harm our business and results of operations.

Our business and our sellers may be subject to sales tax, value-added tax ("VAT"), provincial taxes, goods and services tax, and other taxes.

The application of indirect taxes, such as sales and use tax, VAT, provincial taxes, goods and services tax, business tax and gross receipt tax, to businesses like ours and to our sellers and buyers is a complex and evolving issue. Significant judgment is required to evaluate applicable tax obligations and as a result amounts recorded are estimates and could change. In many cases, the ultimate tax determination is uncertain because it is not clear how existing statutes apply to our business or to sellers' businesses. One or more states, the federal government or other countries may seek to impose additional reporting, record-keeping or indirect tax collection obligations on businesses like ours that facilitate online commerce. For example, the U.S. Congress considered the "Marketplace Fairness Act," which would have granted states the authority to require certain online merchants to collect sales tax on online sales at the time a transaction is completed. Although this legislation was not passed, there is no assurance that it, or similar legislation, will not be re-introduced or adopted in the future. In addition, EU reforms to the VAT obligations for business to consumer e-commerce sellers and marketplaces are expected to go into effect in July 2021. In connection with these reforms, certain marketplaces will become the deemed supplier when they facilitate certain cross-border business to consumer transactions of their third-party sellers. As a result, marketplaces will be liable to collect, report, and remit the VAT due from the consumer. The United Kingdom has implemented similar VAT marketplace rules which went into effect in January 2021 and make facilitating marketplaces liable for the VAT collections for their overseas sellers. We are currently assessing the impact of these changes, which could materially affect our business operations. New taxes, both domestically and internationally, could also require us or sellers to incur substantial costs to capture data and collect and remit taxes. If such obligations were imposed, the additional costs associated with tax collection, remittance, and audit requirements could make selling through our online marketplace less attractive and more costly for sellers, which could harm our business.

Application of existing tax laws, rules or regulations are subject to interpretation by taxing authorities.

The application of income and other tax laws is subject to interpretation. Although we believe our tax methodologies are compliant, a taxing authority's final determination in the event of a tax audit could materially differ from our past or current methods for determining and complying with our tax obligations, including the calculation of our tax provisions and accruals, in which case we may be subject to additional tax liabilities, possibly including interest and penalties. Furthermore, taxing authorities have become more aggressive in their interpretation and enforcement of such laws, rules and regulations over time, as governments are increasingly focused on ways to increase revenues. This focus has contributed to an increase in audit activity and stricter enforcement by taxing authorities. As such, additional taxes or other assessments may be in excess of our current tax reserves or may require us to modify our business practices to reduce our exposure to additional taxes going forward, any of which may have a material adverse effect on our business, results of operations, financial condition, and prospects.

We may experience fluctuations in our tax obligations and effective tax rate.

We are subject to taxation in the United States and in numerous other jurisdictions. We record tax expense based on current tax payments and our estimates of future tax payments, which may include reserves for estimates of probable settlements of tax audits. At any one time, multiple tax years could be subject to audit by various taxing jurisdictions. As a result, we expect that throughout the year there could be ongoing variability in our quarterly tax rates as taxable events occur and exposures are re-evaluated. Further, our effective tax rate in a

given financial statement period may be adversely impacted by changes in tax laws, changes in the mix of revenue among different jurisdictions, changes to accounting rules, and changes to our ownership or capital structure. Fluctuations in our tax obligations and effective tax rate could adversely affect our business.

Amendments to existing tax laws, rules, or regulations or enactment of new unfavorable tax laws, rules, or regulations could have an adverse effect on our business and results of operations.

Many of the underlying laws, rules, and regulations imposing taxes and other obligations were established before the growth of the Internet and ecommerce. U.S. federal, state, and local taxing authorities are currently reviewing the appropriate treatment of companies engaged in Internet commerce and considering changes to existing tax or other laws that could levy sales, income, consumption, use, or other taxes relating to our activities, and/or impose obligations on us to collect such taxes. If such tax or other laws, rules, or regulations are amended, or if new unfavorable laws, rules or regulations are enacted, the results could increase our tax payments or other obligations, prospectively or retrospectively, subject us to interest and penalties, decrease the demand for our services if we pass on such costs to our sellers or buyers, result in increased costs to update or expand our technical or administrative infrastructure, or effectively limit the scope of our business activities if we decided not to conduct business in particular jurisdictions. As a result, these changes may have a material adverse effect on our business, results of operations, financial condition, and prospects.

The Tax Cuts and Jobs Act of 2017 made a number of significant changes to the current U.S. federal income tax rules, including the reduction of the generally applicable corporate tax rate from 35% to 21%, the limitation of the tax deduction for net interest expense to 30% of adjusted taxable income (except for certain small businesses), the limitation of the deduction for net operating losses from taxable years beginning after December 31, 2017 to 80% of current year taxable income and the elimination of net operating loss carrybacks generated in taxable years ending after December 31, 2017 (though any such net operating losses may be carried forward indefinitely), and the modification or repeal of many business deductions and credits. Additionally, the Coronavirus Aid, Relief, and Economic Security Act, which, among other things, suspends the 80% limitation on the deduction for net operating losses in taxable years beginning before January 1, 2021, permits a five-year carryback of net operating losses arising in taxable years beginning after December 31, 2017 and before January 1, 2021, and generally caps the limitation on the deduction for net interest expense at 50% of adjusted taxable income for taxable years beginning in 2019 and 2020. It cannot be predicted whether, when, in what form, or with what effective dates, tax laws, regulations and rulings may be enacted, promulgated or issued, which could result in an increase in our or our stockholders' tax liability or require changes in the manner in which we operate in order to minimize or mitigate any adverse effects of changes in tax law.

Our ability to use our net operating loss carryforwards and certain other tax attributes may be limited.

We have incurred substantial net operating losses ("NOLs"), during our history. Unused NOLs may carry forward to offset future taxable income if we achieve profitability in the future, unless such NOLs expire under applicable tax laws. However, under the rules of Sections 382 and 383 of the Internal Revenue Code of 1986, as amended (the "Code"), if a corporation undergoes an "ownership change," generally defined as a greater than 50 percentage point change (by value) in its equity ownership over a three-year period, the corporation's ability to use its NOLs and other pre-change tax attributes to offset its post-change taxable income or other taxes may be limited. The applicable rules generally operate by focusing on changes in ownership among stockholders considered by the rules as owning, directly or indirectly, 5% or more of the stock of a company, as well as changes in ownership arising from new issuances of stock by the company. We completed a formal study through December 31, 2019 to determine if any ownership changes within the meaning of Sections 382 and 383 of the Code have occurred. As a result of the study, we determined that although we experienced an ownership change on July 28, 2015, the limitation from the ownership change will not result in any of the NOLs or tax credits expiring unutilized. However, in the event that we experience an ownership change within the meaning of Sections 382 and 383 of the Code, or if we experience one or more ownership changes as a result of this offering or future transactions in our stock, then we may be limited in our ability to use our NOL carryforwards to offset our future taxable income, if any.

Our reported results of operations may be adversely affected by changes in generally accepted accounting principles.

Generally accepted accounting principles are subject to interpretation by the Financial Accounting Standards Board ("FASB"), the SEC and various bodies formed to promulgate and interpret appropriate accounting principles. A change in these principles or interpretations could have a significant effect on our reported results of operations and could affect the reporting of transactions completed before the announcement of a change. It is difficult to predict the impact of future changes to accounting principles or our accounting policies, any of which could negatively affect our reported results of operations.

Risks Related to This Offering and Our Common Stock

An active trading market for our common stock may not develop or be sustained and you may not be able to sell your shares at or above the initial public offering price, or at all.

We have applied to list our common stock on Nasdaq, under the symbol "DIBS." There has, however, been no public market for our common stock prior to this offering. The initial public offering price for our common stock will be determined through negotiations between the underwriters and us and may vary from the market price of our common stock following this offering. If you purchase our common stock in this offering, you may not be able to resell those shares at or above the initial public offering price, or at all. An active market in our common stock may not develop upon completion of this offering or, if it does develop, it may not be sustainable or liquid enough for you to sell your shares.

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

The market prices of the securities of other newly public companies have historically been highly volatile and markets in general have been highly volatile in light of the COVID-19 pandemic. Our stock price may be volatile and may decline, resulting in a loss of some or all of your investment. The trading price and volume of our common stock could fluctuate significantly in response to numerous factors, many of which are beyond our control, including:

- variations in our results of operations and other financial and operational metrics, including the key financial and operating metrics disclosed in this prospectus, as well as how those results and metrics compare to analyst and investor expectations;
- speculation about our results of operations;
- the financial projections we may provide to the public, any changes in these projections, or our failure to meet these projections;
- failure of securities analysts to initiate or maintain coverage of us, changes in financial estimates or ratings by any securities analysts who follow us, or our failure to meet these estimates or the expectations of investors;
- announcements of new services or offerings, strategic alliances, or significant agreements or other developments by us or our competitors;
- announcements by us or our competitors of mergers or acquisitions or rumors of such transactions involving us or our competitors;
- changes in our board of directors, management, or other key personnel;

- disruptions in our online marketplace due to hardware, software or network problems, security breaches, or other issues;
- the strength of the global economy or the economy in the jurisdictions in which we operate, and market conditions in our industry and those affecting our sellers and buyers;
- trading activity by our principal stockholders, including upon the expiration of contractual lock-up agreements, and other market participants, in whom ownership of our common stock may be concentrated following this offering;
- price and volume fluctuations in the overall stock market;
- the performance of the equity markets in general and in our industry;
- the operating performance of other similar companies;
- actual or anticipated developments in our business or our competitors' businesses or the competitive landscape generally;
- new laws or regulations or new interpretations of existing laws, or regulations applicable to our business;
- litigation or other claims against us;
- the number of shares of our common stock that are available for public trading;
- other events or factors, including those resulting from global health crises such as the COVID-19 pandemic, war, incidents of terrorism, or responses to these events; and
- any other factors discussed in this prospectus.

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

Moreover, because of these fluctuations, comparing our results of operations on a period-to-period basis may not be meaningful. You should not rely on our past results as an indication of our future performance. This variability and unpredictability could also result in our failing to meet the expectations of industry or financial analysts or investors for any period. If our net revenue or results of operations fall below the expectations of analysts or investors or below any forecasts we may provide to the market, or if the forecasts we provide to the market are below the expectations of analysts or investors, the price of our common stock could decline substantially. Such a stock price decline could occur even when we have met any previously publicly stated net revenue or earnings forecasts that we may provide.

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

The initial public offering price is substantially higher than the pro forma net tangible book value per share of our common stock immediately following this offering based on the total value of our tangible assets less our total liabilities. Therefore, if you purchased our common stock in this offering, at the initial public offering price of $ per share, you would experience an immediate dilution of $ per share, the

difference between the price per share you pay for our common stock and our pro forma net tangible book value per share as of March 31, 2021, after giving effect to the issuance by us of shares of our common stock in this offering. See "Dilution."

Sales of a substantial number of shares of our common stock in the public market following this offering, such as when our lock-up restrictions are released, or the perception that sales might occur, could cause the price of our common stock to decline.

The market price of our common stock could decline as a result of substantial sales of our common stock, particularly sales by our directors, executive officers, and significant stockholders, a large number of shares of our common stock becoming available for sale, or the perception in the market that such sales could occur. Upon the closing of this offering, we will have approximately shares of common stock outstanding, assuming no exercise of the underwriters' option to purchase additional shares. All of the shares of common stock sold in this offering will be freely transferable without restriction or additional registration under the Securities Act of 1933, as amended (the "Securities Act").

All of our executive officers, directors, and director nominees and the holders of substantially all of our equity are subject to lock-up agreements with the underwriters of this offering that restrict the equityholders' ability to transfer shares of our common stock, subject to certain exceptions, during the period ending 180 days following the date of this prospectus (the "Restricted Period"), provided, that the Restricted Period shall terminate upon the opening of trading on the third trading day immediately following our public release of earnings for the second quarter following the most recent period for which financial statements are included in this prospectus. Notwithstanding the foregoing, and subject to Rule 144 and our insider trading policy (which does not permit trading in our securities during the period commencing two weeks prior to the end of each fiscal quarter and continuing for two full trading days after our release of earnings for such quarter (each such period, a "Blackout Period")), if (1) the last reported closing price of our common stock on Nasdaq is at least 33% greater than the initial public offering price per share for any 10 trading days out of the 15 consecutive full trading day period ending 90 days following the date of this prospectus and (2) we have issued at least one earnings release or filed one quarterly report on Form 10-Q (the "Early Release Conditions"), then 25% of the shares of common stock (including any vested equity awards) held by equityholders (or 10%, solely in the case of our Chief Executive Officer, David S. Rosenblatt) that are subject to the Restricted Period will be automatically released from such restrictions upon the opening of trading on the third trading day following the end of such 90-day period. Subject to the restrictions under Rule 144 under the Securities Act, other contractual restrictions, and if the Early Release Conditions are met, up to shares of common stock will be eligible for resale beginning on the third trading day following the 90 days after the date of this prospectus and shares will be eligible for resale after the Restricted Period. In addition, at any time with or without public notice, BofA Securities, Inc. and Barclays Capital Inc. may in their discretion release shares subject to such lock-up agreements prior to the expiration of this lock-up period. See "Shares Eligible for Future Sale" and "Underwriting" for additional information. As these resale restrictions end, the market price of our common stock could decline if the holders of those shares sell them or are perceived by the market as intending to sell them.

In addition, based on our capitalization as of March 31, 2021, shares issuable upon exercise of outstanding options and shares issuable upon exercise of outstanding warrants will also be eligible for sale upon expiration of the lock-up period. We intend to register all of the shares underlying outstanding options and any shares underlying other equity incentives we may grant in the future for public resale under the Securities Act. Accordingly, these shares will be able to be freely sold in the public market upon issuance to the extent permitted by any applicable vesting requirements and the lock-up agreements described above. Sales of stock by these stockholders or the perception that such sales could occur could adversely affect the trading price of our common stock.

Holders of 64,141,231 shares of our common stock, common stock issuable upon conversion of outstanding redeemable convertible preferred stock and common stock subject to outstanding warrants as of March 31, 2021 have registration rights. See "Description of Capital Stock—Registration Rights." Registration of these shares under the Securities Act would result in the shares becoming freely tradable without restriction under the Securities Act, except for shares held by our affiliates as defined in Rule 144 under the Securities Act, which are subject to the limitations of Rule 144. Sales of securities by any of these stockholders or the perception that such sales could occur could adversely affect the trading price of our common stock.

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

We may issue additional common stock, convertible securities or other equity following the completion of this offering. We also expect to issue common stock to our employees, directors and other service providers pursuant to our equity incentive plans. Additionally, as part of our business strategy, we may acquire or make investments in complementary companies, products or technologies and issue equity securities to pay for any such acquisition or investment. Any such issuances could be dilutive to investors and could cause the price of our common stock to decline. New investors in such issuances could also receive rights senior to those of holders of our common stock.

Our actual results of operations may not meet our guidance and investor expectations, which would likely cause our stock price to decline.

From time to time, we may release guidance in our earnings releases, earnings conference calls, or otherwise, regarding our future performance that represent our management's estimates as of the date of release. If given, this guidance, which will include forward-looking statements, will be based on projections prepared by our management. Projections are based upon a number of assumptions and estimates that, while presented with numerical specificity, are inherently subject to significant business, economic, and competitive uncertainties and contingencies, many of which are beyond our control. The principal reason that we expect to release guidance is to provide a basis for our management to discuss our business outlook with analysts and investors. With or without our guidance, analysts, and other investors may publish expectations regarding our business, financial condition, and results of operations. We do not accept any responsibility for any projections or reports published by any such third parties. Guidance is necessarily speculative in nature, and it can be expected that some or all of the assumptions of the guidance furnished by us will not materialize or will vary significantly from actual results. If our actual performance does not meet or exceed our guidance or investor expectations, the trading price of our common stock is likely to decline.

If securities analysts or industry analysts do not publish reports about our business, downgrade our common stock, or publish negative research or reports, our stock price and trading volume could decline.

The market price and trading market for our common stock will be influenced by the research and reports that industry or securities analysts publish about us, our business and our market. If one or more analysts adversely change their recommendation regarding our stock or change their recommendation about our competitors' stock, our stock price could decline. If one or more analysts cease coverage of us or fail to regularly publish reports on us, we could lose visibility in the financial markets, which in turn could cause our stock price or trading volume to decline or become volatile.

We will have broad discretion in the use of the net proceeds to us from this offering and may not apply the proceeds in ways that increase our market value or improve our results of operations.

Our management will have considerable discretion in the application of the net proceeds to us of this offering, and you will not have the opportunity, as part of your investment decision, to assess whether the proceeds are being used appropriately. The net proceeds to us may be used for corporate purposes that do not increase the value of our business, which could cause our stock price to decline. The failure by our management to apply these funds effectively could also harm our business. Pending their use, we may invest the net proceeds

from this offering in short-term and intermediate-term interest-bearing obligations, investment-grade investments, certificates of deposit or direct or guaranteed obligations of the U.S. government. These investments may not yield a favorable return to our investors. If we do not use the net proceeds that we receive in this offering effectively, our business, financial condition, and results of operations could be harmed.

We do not intend to pay dividends on our common stock, so any returns on your investment will be limited to changes in the value of our common stock.

We have never declared or paid any dividends on our common stock. We currently anticipate that we will retain future earnings for the development, operation, and expansion of our business and do not anticipate declaring or paying any dividends for the foreseeable future. In addition, if we were to enter into loan or similar agreements in the future, these agreements may contain restrictions on our ability to pay dividends or make distributions. Any return to stockholders will therefore be limited to the increase, if any, in our stock price, which may never occur.

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

Our directors, executive officers, greater than 5% stockholders and their respective affiliates will hold in the aggregate approximately % of the voting power of our outstanding capital stock following this offering, assuming no exercise of the underwriters' option to purchase additional shares of our common stock. Therefore, these stockholders will continue to have the ability to influence us through their ownership position, even after this offering. If these stockholders act together, they may be able to determine all matters requiring majority stockholder approval. For example, these stockholders will be able to control elections of directors, amendments of our charter documents or approval of any merger, sale of assets or other major corporate transaction. This may prevent or discourage unsolicited acquisition proposals or offers for our capital stock that other stockholders may feel are in their best interests.

Anti-takeover provisions in our charter documents and under Delaware law could make an acquisition of our company more difficult, limit attempts by our stockholders to replace or remove our current management, and limit the market price of our common stock.

Provisions in our certificate of incorporation and bylaws, as amended and restated in connection with this offering, may have the effect of delaying or preventing a change of control or changes in our management. Our amended and restated certificate of incorporation and bylaws include provisions that:

- authorize our board of directors to issue, without further action by the stockholders, shares of undesignated preferred stock with terms, rights, and preferences determined by our board of directors that may be senior to our common stock;
- require that any action to be taken by our stockholders be effected at a duly called annual or special meeting and not by written consent;
- specify that special meetings of our stockholders can be called only by our board of directors, the Chairperson of our board of directors ("Chairperson"), or our Chief Executive Officer;
- establish an advance notice procedure for stockholder proposals to be brought before an annual meeting, including proposed nominations of persons for election to our board of directors;
- establish that our board of directors is divided into three classes, with each class serving three-year staggered terms;
- prohibit cumulative voting in the election of directors;
- provide that our directors may be removed only for cause;

- provide that vacancies on our board of directors may be filled by a majority of directors then in office, even if less than a quorum; and

- require the approval of our board of directors or the holders of at least 66 2/3% of our outstanding shares of capital stock to amend our bylaws and certain provisions of our certificate of incorporation.

These provisions may frustrate or prevent any attempts by our stockholders to replace or remove our current management by making it more difficult for stockholders to replace members of our board of directors, which is responsible for appointing the members of our management. In addition, because we are incorporated in Delaware, we are governed by the provisions of Section 203 of the Delaware General Corporation Law, which generally prohibits a Delaware corporation from engaging in a broad range of business combinations with any interested stockholder for a period of three years following the date on which such stockholder became an interested stockholder. See "Description of Capital Stock—Anti-Takeover Effects of Provisions of Our Certificate of Incorporation, Our Bylaws and Delaware Law" for additional information. Any delay or prevention of a change of control transaction or changes in our management could cause our stock price to decline or could prevent or deter a transaction that you might support.

Claims for indemnification by our directors and officers may reduce our available funds to satisfy successful third-party claims against us and may reduce cash resources.

Our directors and executive officers may be subject to litigation for a variety of claims or disputes. Delaware law provides that directors of a corporation will not be personally liable for monetary damages for any breach of fiduciary duties as directors, except liability for:

- any transaction from which the director derives an improper personal benefit;

- any act or omission not in good faith or that involves intentional misconduct or a knowing violation of law;

- any unlawful payment of dividends or redemption of shares; or

- any breach of a director's duty of loyalty to the corporation or its stockholders.

Such limitation of liability does not apply to liabilities arising under federal securities laws and does not affect the availability of equitable remedies such as injunctive relief or rescission. Our amended and restated bylaws to be effective in connection with the closing of this offering will provide that we are required to indemnify our directors and officers to the fullest extent permitted by Delaware law and may indemnify our other employees and agents. Our amended and restated bylaws will also provide that, on satisfaction of certain conditions, we will advance expenses incurred by a director or officer in advance of the final disposition of any action or proceeding, and permit us to secure insurance on behalf of any officer, director, employee, or other agent for any liability arising out of his or her actions in that capacity regardless of whether we would otherwise be permitted to indemnify him or her under the provisions of Delaware law. We intend to enter into agreements to indemnify our directors and executive officers. With certain exceptions, these agreements provide for indemnification for related expenses, including attorneys' fees, judgments, fines, and settlement amounts incurred by any of these individuals in connection with any action, proceeding, or investigation. Such provisions in our amended and restated bylaws and our indemnification agreements may discourage stockholders from bringing a lawsuit against our directors and executive officers for breach of their fiduciary duties. Such provisions may also reduce the likelihood of derivative litigation against our directors and executive officers, even though an action, if successful, might benefit us and other stockholders. See "Management—Limitation on Liability and Indemnification of Directors and Officers."

While we maintain directors' and officers' liability insurance, such insurance may not be adequate to cover all liabilities that we may incur, which may reduce our available funds to satisfy third-party claims and could harm our business, results of operations, and financial condition. Further, a stockholder's investment may be harmed to the extent that we pay the costs of settlement and damage awards against our directors and executive officers as required by these indemnification provisions.

Our amended and restated certificate of incorporation and amended and restated bylaws that will be in effect upon the closing of this offering will designate the Court of Chancery of the State of Delaware as the sole and exclusive forum for certain types of actions and proceedings that may be initiated by our stockholders, and provides that federal district courts will be the sole and exclusive forum for Securities Act claims, which could limit our stockholders' ability to obtain what they believe to be a favorable judicial forum for disputes with us or our directors, officers, or other employees.

Our amended and restated certificate of incorporation and our amended and restated bylaws that will each be in effect upon the closing of this offering provide that, unless we consent in writing to the selection of an alternative forum, to the fullest extent permitted by law, the Court of Chancery of the State of Delaware (or, if that court lacks subject matter jurisdiction, another federal or state court situated in the State of Delaware) shall be the sole and exclusive forum for (a) any derivative action or proceeding brought on our behalf, (b) any action asserting a claim of breach of a fiduciary duty owed by any of our directors, officers, or other employees to us or our stockholders, (c) any action asserting a claim arising pursuant to any provision of the Delaware General Corporation Law, our certificate of incorporation or our bylaws, or (d) any action asserting a claim against us governed by the internal affairs doctrine (collectively, the "Delaware Forum Provision"). Our amended and restated certificate of incorporation and our amended and restated bylaws further provide that, unless we consent in writing to the selection of an alternative forum, the federal district courts are the sole and exclusive forum for the resolution of any complaint asserting a cause of action arising under the Securities Act (the "Federal Forum Provision").

Section 22 of the Securities Act creates concurrent jurisdiction for federal and state courts over all suits brought to enforce any duty or liability created by the Securities Act or the rules and regulations thereunder. As a result, the enforceability of this provision is uncertain, and a court may determine that such provision will not apply to suits brought to enforce any duty or liability created by the Securities Act or any other claim for which the federal and state courts have concurrent jurisdiction. Further, compliance with the federal securities laws and the rules and regulations thereunder cannot be waived by investors in our common stock.

Section 27 of the Exchange Act creates exclusive federal jurisdiction over all suits brought to enforce any duty or liability created by the Exchange Act or the rules and regulations thereunder. As a result, the exclusive forum provision will not apply to suits brought to enforce any duty or liability created by the Exchange Act or any other claim for which the federal courts have exclusive jurisdiction. Accordingly, the Delaware Forum Provision does not designate the Court of Chancery as the exclusive forum for any derivative action arising under the Exchange Act, as there is exclusive federal jurisdiction in such instances.

Any person or entity purchasing or otherwise acquiring any interest in our capital stock shall be deemed to have notice of and consented to the Delaware Forum Provision and the Federal Forum Provision of our bylaws described above. These choice of forum provisions may impose additional litigation costs on stockholders in pursuing any such claims. Additionally, these choice of forum provisions may limit a stockholder's ability to bring a claim in a judicial forum that it finds favorable for disputes with us or our directors, officers, or other employees, which may discourage such lawsuits against us and our directors, officers, or other employees. Alternatively, if a court were to find these provisions of our bylaws inapplicable to, or unenforceable in respect of, one or more of the specified types of actions or proceedings, we may incur additional costs associated with resolving such matters in other jurisdictions, which could adversely affect our business, financial condition, and results of operations and result in a diversion of the time and resources of our management and board of directors.

In addition, while the Delaware Supreme Court ruled in March 2020 that federal forum selection provisions purporting to require claims under the Securities Act be brought in federal court are "facially valid" under Delaware law, there is uncertainty as to whether other courts will enforce our Federal Forum Provision. If the Federal Forum Provision is found to be unenforceable, we may incur additional costs associated with resolving such matters. The Federal Forum Provision may also impose additional litigation costs on stockholders who assert that the provision is not enforceable or invalid. The Court of Chancery of the State of Delaware and the federal district courts of the United States may also reach different judgments or results than would other courts, including courts where a stockholder considering an action may be located or would otherwise choose to bring the action, and such judgments may be more or less favorable to us than our stockholders.

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This prospectus contains forward-looking statements that involve substantial risks and uncertainties. Any statements contained in this prospectus that are not statements of historical facts may be deemed to be forward-looking statements. The forward-looking statements are contained principally in "Prospectus Summary," "Risk Factors," "Management's Discussion and Analysis of Financial Condition and Results of Operations" and "Business," but are also contained elsewhere in this prospectus. In some cases, you can identify forward-looking statements by the words "may," "might," "will," "can," "could," "would," "should," "expect," "intend," "plan," "objective," "target," "anticipate," "believe," "estimate," "predict," "project," "potential," "continue," and "ongoing," or the negative of these terms, or other comparable terminology intended to identify statements about the future. These statements involve known and unknown risks, uncertainties, and other factors that may cause our actual results, performance, or achievements to be materially different from the information expressed or implied by these forward-looking statements. Forward-looking statements include, but are not limited to, statements about:

- our future financial performance, including our expectations regarding our net revenue, cost of revenue, operating expenses, and our ability to achieve and maintain future profitability;
- our ability to effectively manage or sustain our growth and to effectively expand our operations;
- our strategies, plans, objectives, and goals;
- the market demand for the products offered on our online marketplace, including vintage, antique, and contemporary furniture, home décor, jewelry, watches, art and fashion, new and authenticated luxury design products in general, and the online market for these products;
- our ability to compete with existing and new competitors in existing and new markets;
- our ability to attract and retain sellers and buyers;
- our ability to increase the supply of luxury design products offered through our online marketplace;
- our ability to timely and effectively scale our operations;
- our ability to enter international markets;
- our ability to develop and protect our brand;
- our ability to comply with laws and regulations;
- our expectations regarding outstanding litigation;
- our expectations and management of future growth;
- our expectations concerning relationships with third parties;
- economic and industry trends, projected growth, or trend analysis;
- our estimated market opportunity;
- our ability to add capacity, capabilities, and automation to our operations;

- the increased expenses associated with being a public company;
- our anticipated uses of net proceeds from this offering;
- the effect of the COVID-19 pandemic on our business and operations;
- our ability to maintain, protect, and enhance our intellectual property rights;
- the availability of capital to grow our business;
- our ability to successfully defend any future litigation brought against us;
- our ability to implement, maintain, and improve effective internal controls;
- potential changes in laws and regulations applicable to us or our sellers, or our sellers' ability to comply therewith; and
- the amount of time for which we expect our cash balances and other available financial resources to be sufficient to fund our operations.

These forward-looking statements reflect our management's beliefs and views with respect to future events and are based on estimates and assumptions as of the date of this prospectus and are subject to risks and uncertainties. You should refer to the "Risk Factors" section of this prospectus for a discussion of important factors that may cause our actual results to differ materially from those expressed or implied by our forward-looking statements. As a result of these factors, we cannot assure you that the forward-looking statements in this prospectus will prove to be accurate. Furthermore, if our forward-looking statements prove to be inaccurate, the inaccuracy may be material. In light of the significant uncertainties in these forward-looking statements, you should not regard these statements as a representation or warranty by us or any other person that we will achieve our objectives and plans in any specified timeframe, or at all. Moreover, we operate in a very competitive and rapidly changing environment. New risks emerge from time to time. It is not possible for our management to predict all risks, nor can we assess the impact of all factors on our business or the extent to which any factor, or combination of factors, may cause actual results to differ materially from those contained in any forward-looking statements we may make. Given these uncertainties, you should not place undue reliance on these forward-looking statements.

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

You should not rely upon forward-looking statements as predictions of future events. Although we believe that the expectations reflected in the forward-looking statements are reasonable, we cannot guarantee that the future results, levels of activity, performance, or events and circumstances reflected in the forward-looking statements will be achieved or occur. Moreover, neither we nor any other person assumes responsibility for the accuracy and completeness of the forward-looking statements. Such forward-looking statements relate only to events as of the date of this prospectus. We undertake no obligation to update publicly any forward-looking statements for any reason after the date of this prospectus to conform these statements to actual results or to changes in our expectations, except as required by law.

You should read this prospectus and the documents that we reference in this prospectus and have filed as exhibits to the registration statement of which this prospectus forms a part completely and with the understanding that our actual future results may be materially different from what we expect. We qualify all of the forward-looking statements in this prospectus by these cautionary statements.

INDUSTRY AND MARKET DATA

This prospectus includes statistical and other industry and market data that we obtained from industry publications and research, surveys, studies and other similar third-party sources, as well as our estimates based on such data. All of the market data and estimates used in this prospectus involve a number of assumptions and limitations, and you are cautioned not to give undue weight to such data and estimates. We believe that the information from these third-party sources is reliable; however, we have not independently verified them, and our business and the industry in which we operate is subject to a high degree of risk and uncertainty. See "Risk Factors" for additional information regarding risks that could cause results to differ materially from those expressed in the estimates made by the third-party sources and by us. The content of the below sources, except to the extent specifically set forth in this prospectus, does not constitute a portion of this prospectus and is not incorporated herein.

Certain information in this prospectus is based on independent or third-party sources, including:

1. Capgemini World Wealth Report 2014
2. Capgemini World Wealth Report 2018
3. Capgemini World Wealth Report 2020
4. Eight Themes That Are Rewriting the Future of Luxury Goods, Bain & Company, February 2020
5. Worldwide Luxury Market Monitor – Slow Motion But Fast Forward, Bain & Company, November 2020
6. Ecommerce Market Data and Ecommerce Benchmarks – Ecommerce Market Data December 2020, IRP Commerce.

INTERNAL SURVEY DATA

This prospectus also includes data from internal surveys conducted by us with respect to our market and our sellers and buyers. To provide context for the conclusions we have drawn based on these internal surveys, the following summarizes the number of sellers and buyers surveyed and the number of respondents to each survey:

1. 2020 annual seller survey: 3,816 sellers were surveyed as to whether they intend to increase (net), decrease (net), or not change their number of listings on our online marketplace. Of those surveyed, 19% responded, and 81% of these respondents indicated that they intend to increase (net) their number of listings on our online marketplace.
2. 2020 interim seller survey: 3,602 sellers were surveyed as to their primary sales channel and the level of their total inventory listed on our online marketplace. Of those surveyed, 13% responded, and 34% of those respondents reported 1stDibs as their primary sales channel. In addition, based on the responses to this survey regarding seller inventory, we estimated that the average seller now lists 55% of its total inventory on our online marketplace.
3. 2020 buyer survey: 18,248 users (11,742 buyers and 6,506 non-buyers) were surveyed as to their purchase history across various verticals, including furniture, art, and jewelry, and where they purchased these items. Of those surveyed, 814 responded, including 554 buyers and 260 non-buyers. Based on responses to this survey, we estimate that less than 25% of our buyer base has previously purchased furniture, art, or jewelry from auction houses.

USE OF PROCEEDS

We estimate that we will receive net proceeds of approximately $ (or approximately $ if the underwriters' option to purchase additional shares is exercised in full) from the sale of the shares of common stock offered by us in this offering, based on an assumed initial public offering price of $ per share (the midpoint of the price range set forth on the cover page of this prospectus), and after deducting underwriting discounts and commissions and estimated offering expenses payable by us.

A $1.00 increase (decrease) in the assumed initial public offering price of $ per share (the midpoint of the price range set forth on the cover page of this prospectus) would increase (decrease) the net proceeds to us from this offering by approximately $, assuming that the number of shares offered by us, as set forth on the cover page of this prospectus, remains the same and after deducting underwriting discounts and commissions and estimated offering expenses payable by us.

Similarly, a 1.0 million share increase (decrease) in the number of shares offered, as set forth on the cover of this prospectus, would increase (decrease) the net proceeds to us by $, assuming no change in the assumed initial public offering price per share, and after deducting underwriting discounts and commissions and estimated offering expenses payable by us.

The principal purposes of this offering are to increase our capitalization and financial flexibility, establish a public market for our common stock, and facilitate future access to the public equity markets by us, our employees, and our stockholders, obtain additional capital to support our operations, and increase our visibility in the marketplace. Our expected use of the net proceeds from this offering represents our current intentions based upon our present plans and business condition. As of the date of this prospectus, we cannot predict with certainty all of the particular uses for the net proceeds to be received upon completion of this offering, or the amounts that we will actually spend on the uses set forth above. We currently intend to use the net proceeds to us from this offering primarily for general corporate purposes, including working capital, sales and marketing activities, technology development, general and administrative matters, and capital expenditures, although we do not currently have any specific or preliminary plans with respect to the use of proceeds for such purposes. We also may use a portion of the net proceeds to acquire complementary businesses, products, services, or technologies, however, we do not have agreements, commitments, or plans for any specific acquisitions at this time.

Pending the uses described above, we intend to invest the net proceeds from this offering in short term, interest-bearing securities such as money market accounts, certificates of deposit, commercial paper and guaranteed obligations of the U.S. government.

The amounts and timing of our actual use of the net proceeds to us will vary depending on numerous factors, including our ability to gain access to additional financing and the pace of our operational expansion relative to revenue growth. As a result, our management will have broad discretion in the application of the net proceeds to us, and investors will be relying on our judgment regarding the application of our net proceeds from this offering. In addition, we might decide to slow, postpone, or not pursue certain operational expansion activities if the net proceeds to us from this offering and any other sources of cash are less than expected.

DIVIDEND POLICY

We have never declared or paid cash dividends on our capital stock. We do not anticipate declaring or paying, in the foreseeable future, any cash dividends on our capital stock. We currently intend to retain all available funds and any future earnings to support our operations and finance the growth and development of our business. Any future determination related to our dividend policy will be made at the discretion of our board of directors and will depend upon, among other factors, our results of operations, financial condition, capital requirements, contractual restrictions, business prospects, and other factors our board of directors may deem relevant. In addition, if we were to enter into loan or similar agreements in the future, these agreements may contain restrictions on our ability to pay dividends or make distributions.

CAPITALIZATION

The following table sets forth our cash and cash equivalents, and our capitalization as of March 31, 2021:

- on an actual basis;
- on a pro forma basis, giving effect to: (1) the automatic conversion of all of our outstanding redeemable convertible preferred stock into 57,731,450 shares of our common stock immediately prior to the closing of this offering, and (2) the filing and effectiveness of our amended and restated certificate of incorporation immediately prior to completion of this offering; and
- on a pro forma as adjusted basis, giving effect to the pro forma adjustments described above, and giving further effect to the sale of shares of our common stock by us in this offering at an assumed initial public offering price of $ per share (the midpoint of the range set forth on the cover of this prospectus), after deducting underwriting discounts and commissions and estimated offering expenses payable by us.

The pro forma and pro forma as adjusted information below is illustrative only, and our capitalization following the completion of this offering will be adjusted based on the actual initial public offering price and other terms of this offering determined at pricing. You should read this table together with "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our consolidated financial statements and the related notes appearing elsewhere in this prospectus.

	As of March 31, 2021		
	Actual	Pro Forma	Pro Forma As Adjusted(1)
	(in thousands, except share and per share data)		
Cash and cash equivalents	$ 59,336	$ 59,336	
Redeemable convertible preferred stock, $0.01 par value, 57,771,864 shares authorized and 57,731,450 shares issued and outstanding, actual; no shares authorized, issued or outstanding, pro forma and pro forma as adjusted	302,354	—	
Stockholders' (deficit) equity:			
Preferred stock, $0.01 par value: no shares authorized, issued or outstanding, actual; and 10,000,000 shares authorized and no shares issued or outstanding, pro forma and pro forma as adjusted	—	—	
Common stock, $0.01 par value: 155,767,092 shares authorized, and 34,806,976 shares issued and outstanding, actual; 400,000,000 shares authorized, and 92,538,426 shares issued and outstanding, pro forma; and 400,000,000 shares authorized, and shares issued and outstanding, pro forma as adjusted	348	925	
Additional paid-in capital	—	301,777	
Accumulated deficit	(248,880)	(248,880)	
Accumulated other comprehensive loss	(184)	(184)	
Total stockholders' (deficit) equity	(248,716)	53,638	
Total capitalization	$ 53,638	$ 53,638	

(1) Each $1.00 increase (decrease) in the assumed initial public offering price of $ per share (the midpoint of the price range set forth on the cover page of this prospectus) would increase (decrease) each of the amount of cash and cash equivalents, additional paid-in capital, total stockholders' (deficit) equity, and total capitalization by approximately

$ million, assuming the number of shares offered, as set forth on the cover page of this prospectus, remains the same and after deducting underwriting discounts and commissions and estimated offering costs payable by us. Each 1.0 million increase (decrease) in the number of shares offered as set forth on the cover page of this prospectus, would increase (decrease) each of our cash and cash equivalents, additional paid-in capital, total stockholders' (deficit) equity, and total capitalization by approximately $ million, assuming no change in the assumed initial public offering price per share, and after deducting underwriting discounts and commissions and estimated offering expenses payable by us. The pro forma as adjusted information set forth in the table above is illustrative only and will be adjusted based on the actual initial public offering price and other terms of this offering determined at pricing.

Unless otherwise indicated, the number of shares of our common stock to be outstanding after this offering is based on 92,538,426 shares of common stock outstanding as of March 31, 2021, and excludes:

- 12,645,060 shares of common stock issuable upon the exercise of stock options outstanding as of March 31, 2021 granted under our 2011 Plan, at a weighted-average exercise price of $1.91 per share;
- 132,666 shares of common stock issuable pursuant to the exercise of warrants outstanding as of March 31, 2021, at a weighted-average exercise price of $1.29 per share;
- 135,460 shares of common stock issuable in the second quarter of 2021 in connection with our acquisition of Design Manager in May 2019 to the former stockholders thereof;
- 3,799,891 shares of common stock available for future issuance under the 2011 Plan as of March 31, 2021;
- 13,000,000 shares of common stock (as adjusted for stock splits, stock dividends, combinations, and the like) reserved for future issuance under our 2021 Plan, which will become effective upon the effectiveness of the registration statement of which this prospectus forms a part, as well as any automatic increases in the number of shares of common stock reserved for future issuance under the 2021 Plan, and any reserved shares not issued or subject to outstanding awards under the 2011 Plan after the effective date of the 2021 Plan that are subsequently (i) forfeited or terminated, (ii) not issued because such award is settled in cash, or (iii) withheld or reacquired to satisfy the applicable exercise, strike, or purchase price, or a tax withholding obligation, all of which shares shall become available for issuance under the 2021 Plan; and
- 2,400,000 shares of common stock (as adjusted for stock splits, stock dividends, combinations, and the like) reserved for future issuance under the ESPP, which will become effective upon the effectiveness of the registration statement of which this prospectus forms a part, as well as any automatic increases in the number of shares of common stock reserved for future issuance under the ESPP.

The foregoing discussion and table assumes or gives effect to:

- the automatic conversion of all of our redeemable convertible preferred stock outstanding as of March 31, 2021 into an aggregate of 57,731,450 shares of our common stock immediately prior to the closing of this offering;
- the filing and effectiveness of our amended and restated certificate of incorporation and the adoption of our amended and restated bylaws immediately prior to the completion of this offering; and
- no exercise by the underwriters of their option to purchase up to additional shares of our common stock from us.

DILUTION

If you invest in our common stock in this offering, your ownership interest will be immediately diluted to the extent of the difference between the initial public offering price per share of our common stock and the pro forma as adjusted net tangible book value per share of our common stock after this offering.

Our historical net tangible book value (deficit) as of March 31, 2021, was approximately $(261.0) million, or $(7.50) per share of our common stock. Our historical net tangible book value (deficit) is the amount of our total tangible assets less our total liabilities and our redeemable convertible preferred stock. Historical net tangible book value (deficit) per share is our historical net tangible book value (deficit) divided by the number of shares of common stock outstanding as of March 31, 2021.

Our pro forma net tangible book value as of March 31, 2021, which gives effect to: (1) the automatic conversion of all of our outstanding redeemable convertible preferred stock into 57,731,450 shares of our common stock immediately prior to the closing of this offering and (2) the filing and effectiveness of our amended and restated certificate of incorporation upon completion of this offering, was $41.4 million, or $0.45 per share of common stock.

Pro forma as adjusted net tangible book value is our pro forma net tangible book value, plus the effect of the sale of shares of our common stock in this offering at an assumed initial public offering price of $ per share (the midpoint of the range set forth on the cover of this prospectus), after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us. Our pro forma as adjusted net tangible book value as of March 31, 2021 would have been $ million, or $ per share. This amount represents an immediate increase in pro forma as adjusted net tangible book value of $ per share to our existing stockholders, and an immediate dilution of $ per share to new investors participating in this offering. We determine this dilution by subtracting the pro forma as adjusted net tangible book value per share after this offering from the amount of cash that an investor participating in this offering paid for a share of common stock.

The following table illustrates this dilution on a per share basis:

Assumed initial public offering price per share		$
Historical net tangible book value (deficit) per share as of March 31, 2021	$(7.50)	
Pro forma increase in net tangible book value (deficit) per share as of March 31, 2021 before giving effect to this offering	7.95	
Pro forma net tangible book value per share as of March 31, 2021	0.45	
Increase in pro forma as adjusted net tangible book value per share attributable to investors participating in this offering		
Pro forma as adjusted net tangible book value per share after giving effect to this offering		
Pro forma as adjusted dilution per share to investors participating in this offering		$

A $1.00 increase (decrease) in the assumed initial public offering price of $ per share (the midpoint of the price range set forth on the cover page of this prospectus) would increase (decrease) the pro forma as adjusted net tangible book value per share after this offering by approximately $ per share and the dilution to investors participating in this offering by approximately $ per share, assuming that the number of shares offered, as set forth on the cover page of this prospectus, remains the same and after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us.

Similarly, a 1.0 million share increase (decrease) in the number of shares offered, as set forth on the cover of this prospectus, would increase (decrease) the pro forma as adjusted net tangible book value per share

after this offering by approximately $ and decrease (increase) the dilution to investors participating in this offering by approximately $, assuming the assumed initial public offering price of $ per share (the midpoint of the price range set forth on the cover of this prospectus) remains the same, and after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us.

In addition, to the extent any outstanding options to common stock are exercised, new investors would experience further dilution. If the underwriters exercise their option to purchase additional shares in full, the pro forma as adjusted net tangible book value will increase to $ per share, representing an immediate increase in pro forma as adjusted net tangible book value to our existing stockholders of $ per share, and an immediate decrease of dilution of $ per share to new investors participating in this offering, in each case assuming an initial public offering price of $ per share (the midpoint of the price range set forth on the cover of this prospectus).

The following table summarizes, on a pro forma as adjusted basis as of March 31, 2021, the number of shares purchased or to be purchased from us, the total consideration paid or to be paid to us, and the average price per share paid to us by our existing stockholders and paid us to by new investors participating in this offering at an assumed initial public offering price of $ per share (the midpoint of the price range set forth on the cover of this prospectus), before deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us. The table below shows the average price per share new investors participating in this offering will pay compared to our existing stockholders.

	Shares Purchased		Total Consideration		Average Price Per Share
	Number	Percent	Amount	Percent	
Existing stockholders	92,538,426	%	$ 227,130,120	%	$ 2.45
New investors participating in this offering					
Total		100%	$	100%	

The table above assumes no exercise of the underwriters' option to purchase up to an additional shares in this offering. If the underwriters' option to purchase additional shares is exercised in full, the number of shares of our common stock held by the existing stockholders would be reduced to % of the total number of shares of our common stock outstanding after this offering, and the number of shares of common stock held by new investors participating in the offering would be increased to % of the total number of shares outstanding after this offering.

A $1.00 increase (decrease) in the assumed initial public offering price of $ per share (the midpoint of the price range set forth on the cover page of this prospectus) would increase (decrease) the total consideration paid by new investors participating in this offering, total consideration paid by all stockholders, and the average price per share paid by all stockholders by approximately $ million, $ million, and $, respectively, assuming that the number of shares offered, as set forth on the cover page of this prospectus, remains the same and before deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us.

Similarly, a 1.0 million share increase (decrease) in the number of shares offered, as set forth on the cover of this prospectus, would increase (decrease) the total consideration paid by new investors participating in this offering, total consideration paid by all stockholders, and the average price per share paid by all stockholders by approximately $ million, $ million, and $, respectively, assuming the assumed initial public offering price of $ per share (the midpoint of the price range set forth on the cover of this prospectus) remains the same, and before deducting underwriting discounts and commissions and estimated offering expenses payable by us.

In addition, to the extent any outstanding options to common stock are exercised, new investors would experience further dilution.

The dilution information set forth above is illustrative only. The pro forma as adjusted net tangible book value following this offering is subject to adjustment based on the actual initial public offering price and other terms of this offering to be determined at pricing.

The foregoing discussion and table are based on 92,538,426 shares of common stock outstanding as of March 31, 2021, and excludes:

- 12,645,060 shares of common stock issuable upon the exercise of stock options outstanding as of March 31, 2021 granted under our 2011 Plan, at a weighted-average exercise price of $1.91 per share;
- 132,666 shares of common stock issuable pursuant to the exercise of warrants outstanding as of March 31, 2021, at a weighted-average exercise price of $1.29 per share;
- 135,460 shares of common stock issuable in the second quarter of 2021 in connection with our acquisition of Design Manager in May 2019 to the former stockholders thereof;
- 3,799,891 shares of common stock available for future issuance under the 2011 Plan as of March 31, 2021;
- 13,000,000 shares of common stock (as adjusted for stock splits, stock dividends, combinations, and the like) reserved for future issuance under our 2021 Plan, which will become effective upon the effectiveness of the registration statement of which this prospectus forms a part, as well as any automatic increases in the number of shares of common stock reserved for future issuance under the 2021 Plan, and any reserved shares not issued or subject to outstanding awards under the 2011 Plan after the effective date of the 2021 Plan that are subsequently (i) forfeited or terminated, (ii) not issued because such award is settled in cash, or (iii) withheld or reacquired to satisfy the applicable exercise, strike, or purchase price, or a tax withholding obligation, all of which shares shall become available for issuance under the 2021 Plan; and
- 2,400,000 shares of common stock (as adjusted for stock splits, stock dividends, combinations, and the like) reserved for future issuance under the ESPP, which will become effective upon the effectiveness of the registration statement of which this prospectus forms a part, as well as any automatic increases in the number of shares of common stock reserved for future issuance under the ESPP.

The foregoing discussion and table assumes or gives effect to:

- the automatic conversion of all of our redeemable convertible preferred stock outstanding as of March 31, 2021 into an aggregate of 57,731,450 shares of our common stock immediately prior to the closing of this offering;
- the filing and effectiveness of our amended and restated certificate of incorporation and the adoption of our amended and restated bylaws immediately prior to the completion of this offering; and
- no exercise by the underwriters of their option to purchase up to additional shares of our common stock from us.

To the extent that additional options or other securities are issued under our equity incentive plans, or we issue additional shares of common stock or other equity or convertible debt securities in the future, there will be further dilution to investors participating in this offering. In addition, we may choose to raise additional capital through the sale of equity or convertible debt securities due to market conditions or strategic considerations even if we believe we have sufficient funds for our current or future operating plans.

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

You should read the following discussion and analysis of our financial condition and results of operations together with the consolidated financial statements and related notes that are included elsewhere in this prospectus. This discussion contains forward-looking statements based upon current plans, expectations and beliefs that involve risks and uncertainties. Our actual results may differ materially from those anticipated in these forward-looking statements as a result of various factors, including those set forth under "Risk Factors" and in other parts of this prospectus. Our historical results are not necessarily indicative of the results that may be expected for any period in the future.

Company Overview

We are one of the world's leading online marketplaces for connecting design lovers with many of the best sellers and makers of vintage, antique, and contemporary furniture, home décor, jewelry, watches, art, and fashion. Our thoroughly vetted seller base, in-depth editorial content, and custom-built technology platform create trust in our brand and facilitate high-consideration purchases of luxury design products online. By disrupting the way these items are bought and sold, we are both expanding access to, and growing the market for, luxury design products.

1stDibs began in 2000 with the vision of bringing the magic of the Paris flea market online by creating a listings site for top vintage and antique furniture sellers. Soon thereafter, we moved our headquarters to New York City and focused primarily on adding U.S.-based sellers to our site. The quality of our initial seller base enabled us to build a reputation in the design industry as a trusted source for unique luxury design products. Over our 20-year operating history, we have strengthened our brand and deepened our seller relationships. We launched our e-commerce platform in 2013 and transitioned to a full e-commerce marketplace model in 2016. Today, we operate an e-commerce marketplace with approximately 4,200 seller accounts located across 55 countries, 3.5 million users, and, as of March 31, 2021, we had a seller stock value in excess of $10.9 billion. Users represent non-seller visitors who register on our website and include both buyers and non-buyers. Our seller stock value is the sum of the stock value of all available products listed on our online marketplace. An individual listing's stock value is calculated as the item's current price multiplied by its quantity available for sale. Products with the quantity available for sale listed as "unlimited" are counted as "1" in our calculations.

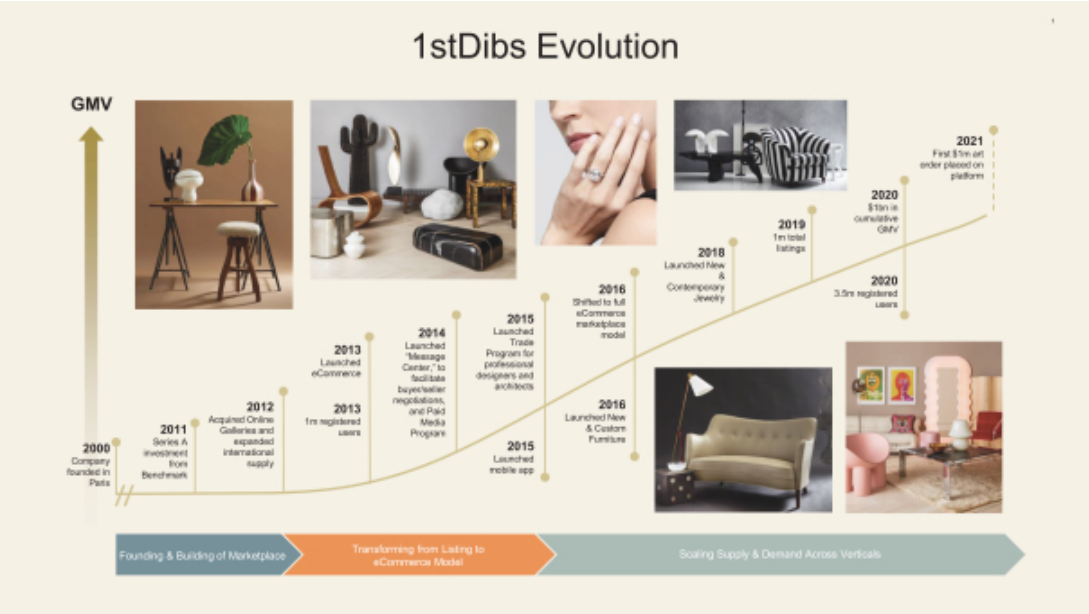
We provide our sellers, the vast majority of which are small businesses, access to a global community of buyers and a platform to facilitate e-commerce at scale. Our sellers use our platform to manage their inventory, build their digital marketing presence, and communicate and negotiate orders directly with buyers. In each month in 2020, we facilitated an average of over 36,000 conversations between sellers and buyers on our platform. We are an important partner for our sellers, with 34% of sellers who responded to our 2020 interim seller survey reporting 1stDibs as their primary sales channel in 2020.

We provide our buyers a trusted purchase experience with our user-friendly interface, dedicated specialist support and 1stDibs Promise, our comprehensive buyer protection program. In 2020, we had more than 58,000 Active Buyers with an average aggregate purchase per year of over $5,500, an AOV above $2,500, a median order value of $1,200, and an average of 2.2 orders per Active Buyer. The percentage of Active Buyers who make more than one purchase in any given year has been generally consistent from year to year and comprised 32%, 31%, and 31% of total Active Buyers in 2018, 2019, and 2020, respectively. Highly experienced interior designers, whom we refer to as trade buyers, are frequent, repeat purchasers on our online marketplace and accounted for 27% of our on-platform GMV in 2020. Through our Trade 1st program, we offer these trade buyers, who comprise a subset of our buyers, additional benefits such as trade-only personalized support, exclusive trade pricing, and buyer incentives. Our Trade 1st program is a buyer-only program and members do not pay any fees to participate in this program.

We operate an asset-light business model which allows us to scale in a capital efficient manner. While we facilitate shipping and fulfillment logistics, we do not take physical possession of the items sold on our online marketplace.

Our proprietary technology platform provides an easy-to-use transaction process and converts the valuable data we collect from buyers' browsing and purchase activity into actionable insights for both sellers and buyers. We empower buyers to engage directly with sellers on our platform throughout all stages of a transaction. Our technology and data represent the cumulative experience of 20 years of business activity, and we believe are extremely difficult to replicate.

We have experienced substantial growth since our founding in 2000. We grew our GMV from $13.8 million in 2013 to $342.6 million in 2020, a compounded annual growth rate of 58%. We grew our GMV from $69.3 million for the three months ended March 31, 2020 to $113.7 million for the three months ended March 31, 2021, a growth rate of 64%. We grew our net revenue from $70.6 million in 2019 to $81.9 million in 2020, a growth rate of 16%. We grew our net revenue from $17.9 million for the three months ended March 31, 2020 to $25.5 million for the three months ended March 31, 2021, a growth rate of 43%. In 2019, we generated a net loss of $29.9 million and Adjusted EBITDA of $(25.0) million, compared to a net loss of $12.5 million and Adjusted EBITDA of $(6.6) million in 2020. In the three months ended March 31, 2020, we generated a net loss of $6.3 million and Adjusted EBITDA of $(3.2) million, compared to a net loss of $2.2 million and Adjusted EBITDA of $(1.3) million for the three months ended March 31, 2021. See "Summary Consolidated Financial Data—Non-GAAP Financial Measures" for more information and for a reconciliation of Adjusted EBITDA to net loss, the most directly comparable financial measure calculated and presented in accordance with GAAP.



Our Business Model

We generate revenue primarily from fees from our seller marketplace services as well as other services, including advertisements and software services.

Seller Marketplace Services

Seller marketplace services consist of subscriptions, listings, and marketplace transactions and accounted for 96% of our net revenue in each of 2019 and 2020 and 96% and 97% of our net revenue for the three months ended March 31, 2020 and 2021, respectively.

Subscription & Listing Fees

Our sellers pay annual subscription fees to access our online marketplace, which allows them to promote and list their items and execute successful purchase transactions with buyers. Our subscription revenue grows as we bring new sellers to our online marketplace. We earn listing fees from sellers who are subscribed to our online marketplace, on a per item basis, as directed by the seller to promote certain items at the seller's discretion. Sellers do not pay a listing fee for a basic listing on our online marketplace, but can choose to pay for other listing fees, which provide promotional advantages over the basic listing. Subscription fees accounted for 28% and 27% of our net revenue in 2019 and 2020, respectively, and 31% and 22% of our net revenue for the three months ended March 31, 2020 and 2021, respectively. Our ability to maintain the level of our annual subscription fee rates depends on our ability to continue to generate sales for our sellers, which in turn depends on our ability to drive GMV growth, as GMV increases the network effect on our online marketplace.

Marketplace Transaction Fees

Our sellers pay us a commission fee and a processing fee for the successful sale of an item listed on our online marketplace. We have a commission fee structure that is a function of the item's category and price. Our commission fees range from 5% to 50% and processing fees are 3%, net of expected refunds. Our marketplace transaction fees represent the majority of our net revenue and accounted for 64% and 67% of our net revenue in 2019 and 2020, respectively, and 62% and 72% of our net revenue for the three months ended March 31, 2020 and 2021, respectively. These fees equate to approximately 16% of our GMV for the past three years, on average.

Other Services

Other services consist of advertisements and software services and accounted for 4% of our net revenue in each of 2019 and 2020 and 4% and 3% of our net revenue for the three months ended March 31, 2020 and 2021, respectively. Advertising revenue is generated when impression-based ads are displayed on our online marketplace on our sellers' behalf. Software services revenue consists of monthly and annual subscriptions sold through our Design Manager subsidiary allowing users, typically interior designers, to access our project management and accounting software.

Key Operating and Financial Metrics

We use the following key metrics and non-GAAP measures to measure our performance, identify trends affecting our business, and make strategic decisions:

- Gross Merchandise Value;
- Number of Orders;
- Active Buyers; and
- Adjusted EBITDA.

These and other metrics presented in this prospectus are based on internal company data, assumptions and estimates and we use these numbers in managing our business. We believe that these figures are reasonable

estimates, and we actively take measures to improve their accuracy, such as eliminating known fictitious or duplicate accounts. There are, however, inherent challenges in gathering accurate data across large online and mobile populations. For example, individuals may have multiple email accounts in violation of our terms of service, which would result in an Active Buyer being counted more than once, thus impacting the accuracy of our number of Active Buyers. In addition, certain metrics, such as the number of Active Buyers and Number of Orders, are measured based on such numbers as reported in a given month, minus cancellations within that month. As we do not retroactively adjust such numbers for cancellations occurring after the month, the metrics presented do not reflect subsequent order cancellations. We estimate that subsequent order cancellations were less than 1% in each of 2019, 2020, and the three months ended March 31, 2021. We regularly review and may adjust our processes for calculating these metrics to improve their accuracy. The key operating and financial metrics presented in this prospectus, including cohort information, may vary from period to period and should not be viewed as indicative of other metrics, including other cohorts. We do not focus on AOV as a key metric in evaluating our business or to identify trends, formulate business plans, or make strategic decisions, given our priority to make unique, high-end design items across various price points available through our online marketplace. Our AOV has been relatively consistent over the past three years.

	Year Ended December 31,		Three Months Ended March 31,	
	2019	2020	2020	2021
	(dollars in millions)			
GMV	$ 279	$ 343	$ 69	$ 114
Number of Orders	102,606	127,911	26,456	41,928
Active Buyers	45,955	58,159	46,658	64,731
Adjusted EBITDA (unaudited)	$ (25)	$ (7)	$ (3)	$ (1)

Gross Merchandise Value

We define GMV as the total dollar value from items sold by our sellers through 1stDibs in a given month, minus cancellations within that month, and excluding shipping and sales taxes. GMV includes all sales reported to us by our sellers, whether transacted through the 1stDibs marketplace or reported as an offline sale. We define “on-platform GMV” as GMV based only on sales placed or reported through the 1stDibs marketplace, thus on-platform GMV is a subset of GMV. Offline sales consist of sales completed by a small number of sellers outside of our online marketplace and reported to us by these sellers in exchange for increased marketing exposure and/or slightly lower commission rates on both their on-platform and offline sales. We do not intend to add new sellers to this program. On-platform GMV accounted for $269.2 million and $328.8 million, or 96% of GMV in each of 2019 and 2020. Offline sales accounted for $9.8 million and $13.8 million, or 4% of GMV in each of 2019 and 2020. On-platform GMV accounted for $67.0 million and $110.3 million, or 97% of GMV in each of the three months ended March 31, 2020 and 2021. Offline sales accounted for $2.3 million and $3.4 million, or 3% of GMV in each of the three months ended March 31, 2020 and 2021. We currently analyze GMV on a quarterly and annual basis and expect to continue to do so for the foreseeable future. GMV was $387.0 million for the twelve months ended March 31, 2021. We view GMV as a measure of the total economic activity generated by our online marketplace, and as an indicator of the scale and growth of our online marketplace and the health of our ecosystem. While GMV may vary from period to period, we currently expect GMV to increase over the longer term.

Number of Orders

We define Number of Orders as the total number of orders placed or reported through the 1stDibs marketplace in a given month, minus cancellations within that month. We currently analyze Number of Orders on a quarterly and annual basis and expect to continue to do so for the foreseeable future. While the Number of Orders in any given period may vary, we currently expect the Number of Orders to increase over the longer term.

Active Buyers

We define Active Buyers as buyers who have made at least one purchase through our online marketplace during the 12 months ended on the last day of the period presented, net of cancellations. A buyer is

identified by a unique email address; thus an Active Buyer could have more than one account if they were to use a separate unique email address to set up each account. We believe this metric reflects scale, engagement and brand awareness and our ability to convert user activity on our online marketplace into transactions. We believe that increasing our number of Active Buyers will be a significant driver of our future revenue growth. Our historical growth rates for Active Buyers may not be indicative of future growth rates in new Active Buyers. While the number of Active Buyers in any given period may vary, we currently expect the number of Active Buyers to increase over the longer term.

Adjusted EBITDA

We define Adjusted EBITDA as net loss excluding depreciation and amortization, stock-based compensation expense, other income (expense), net, and income tax benefit (provision). Adjusted EBITDA is a key performance measure used by our management and board of directors to assess our operating performance and the operating leverage of our business. We believe that Adjusted EBITDA helps identify underlying trends in our business that could otherwise be masked by the effect of the income and expenses that we exclude from Adjusted EBITDA. Accordingly, we believe that Adjusted EBITDA provides useful information to investors and others in understanding and evaluating our operating results, enhances the overall understanding of our past performance and future prospects, and allows for greater transparency with respect to key financial metrics used by our management in their financial and operational decision-making. See "Summary Consolidated Financial Data—Non-GAAP Financial Measures" for more information and for a reconciliation of net loss, the most directly comparable financial measure calculated and presented in accordance with GAAP, to Adjusted EBITDA.

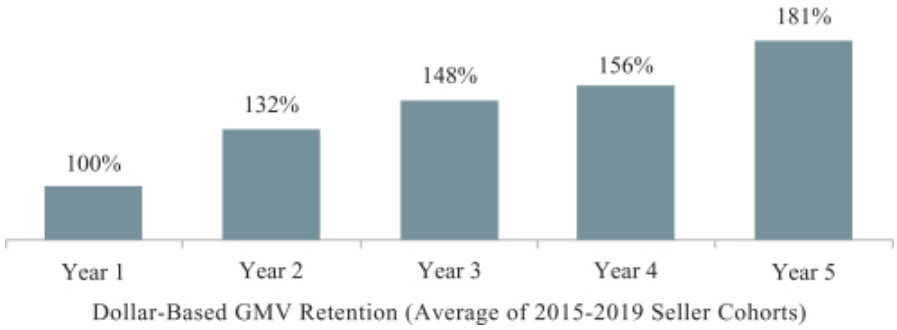
Key Factors Affecting Our Performance

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

Sourcing and Quality of Our Highly-Curated Luxury Supply

Our success depends in part on our ability to source luxury design products for our online marketplace through attracting and retaining leading and vetted sellers. Our revenue, brand, and network effect depend on the quality, authenticity, and exclusivity of the luxury design products available through our online marketplace. The total seller stock value on our online marketplace is in excess of $10.9 billion as of March 31, 2021. We have a diverse, non-concentrated base of approximately 4,200 seller accounts across 55 countries. As a leading at-scale online marketplace for luxury design products, we believe we are able to attract and onboard sellers seamlessly with very little marginal seller acquisition cost. A key driver of the increase in our seller stock value has been our 20-year, time-tested relationships with our seller base, which, based on responses to our 2020 interim seller survey, has resulted in our average seller listing 55% of its total inventory on our online marketplace in 2020.

Based on responses to our 2020 interim seller survey, we believe our platform represents the majority of sales for many of our sellers. Our thorough vetting process ensures that users have access to luxury design products from leading sellers, makers, and creators. The ability to attract and retain these vetted sellers is important to the overall success of our online marketplace and continued growth, as demonstrated by our average on-platform GMV retention for each seller cohort since 2015. To measure dollar-based on-platform GMV retention, we categorize sellers by the year in which they first joined our online marketplace, which is referred to as an annual cohort. For each annual cohort, we measure the total on-platform GMV for each cohort year and divide it by the total on-platform GMV for such cohort in the initial cohort year they joined our online marketplace. The resulting quotient is referred to as "dollar-based on-platform GMV retention rate." On-platform dollar-based GMV retention rate equal to 100% would indicate that the seller cohort sold the same amount of on-platform GMV through our online marketplace in the current cohort year as they did in the initial cohort year they joined our online marketplace. Each of the years presented in the table below does not necessarily include data for all of the cohorts in the 2015 through 2019 average. The GMV retention rate for each cohort has remained above 100% for each cohort separately. As seen below, on average, our dollar-based on-platform GMV retention rate increases every cohort year, demonstrating our ability to attract, retain, and encourage our sellers to sell more through our online marketplace.

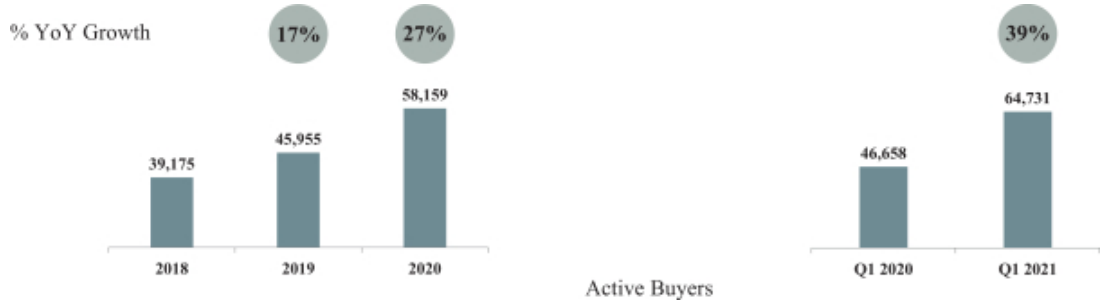


Dollar-Based GMV Retention (Average of 2015-2019 Seller Cohorts)

We expect to continue growing the seller stock value on our online marketplace and on-platform GMV retention from existing seller cohorts, while selectively onboarding vetted sellers of luxury design products, both within the United States and internationally. Across our diverse base of approximately 4,200 seller accounts across 55 countries, one seller represented approximately 5% of GMV and no other sellers accounted for 1% or more of GMV for the year ended December 31, 2020. As we bring on additional sellers across various verticals and geographies, we expect that this seller's contribution to GMV may decline over time. Further, we do not believe our business will be significantly impacted if this seller does not continue to sell items through our online marketplace.

Growth and Retention of our Active Buyers

Our success depends in part on our ability to grow and retain our Active Buyer base. We demonstrated accelerating growth in new Active Buyers during 2018 and 2019 and grew 49% year-over-year in the fourth quarter of 2020. We believe this increase was due to the fourth quarter generally being a stronger quarter due to holiday seasonality, combined with an increased investment in holiday marketing activities and cross-channel marketing campaigns. Our number of Active Buyers increased from 46,658 as of March 31, 2020 to 64,731 as of March 31, 2021. The total Number of Orders placed or reported through the 1stDibs marketplace for the year ended December 31, 2020 was 127,911, up from 102,606 for the year ended December 31, 2019, and for the three months ended March 31, 2021 was 41,928, up from 26,456 for the three months ended March 31, 2020. The figures below represent the growth of Active Buyers and Number of Orders for the years ended December 31, 2018, 2019, and 2020. We had no Active Buyers who represented 1% or more of on-platform GMV for the year ended December 31, 2020.

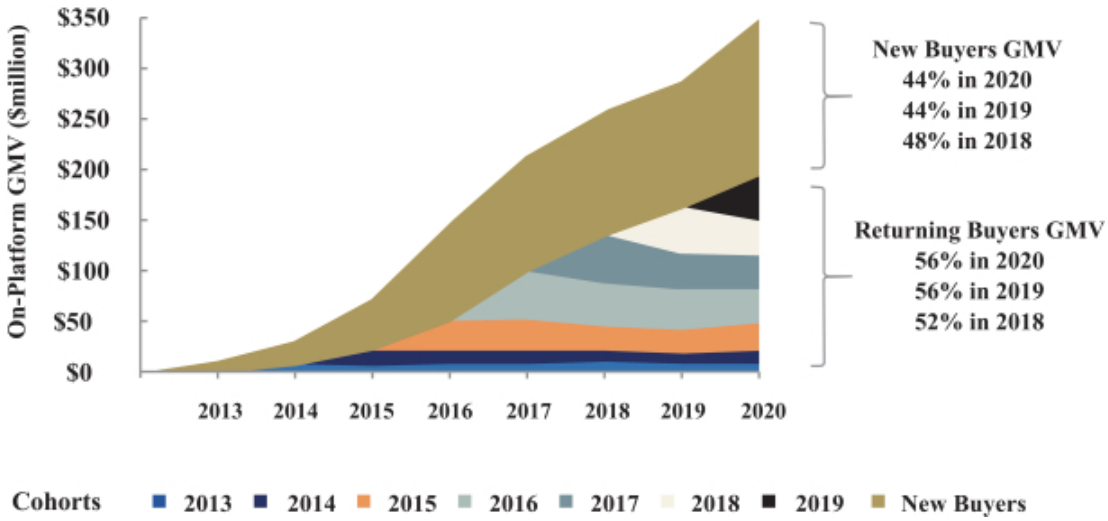


Active Buyers

With an AOV of over $2,500 in 2020, Active Buyers drive our on-platform GMV and net revenue and contribute to the network effects that allow us to attract new sellers and exclusive inventory.

We have been able to grow our on-platform GMV from both new and existing buyers. While we continue to acquire new buyers, the share of on-platform GMV from existing buyers has remained stable, indicating our ability to retain a high-quality, stable buyer base.

We define new buyers as those who placed their first order on our online marketplace. The figures below represent our on-platform GMV from our online marketplace by buyer cohort for the year ended December 31, 2020.



We expect growth in new buyers to be driven by further penetration of the luxury consumer market, including growing our business in non-U.S. markets. In addition, we expect GMV to be driven by an increase in Active Buyers and continued strength in existing buyers.

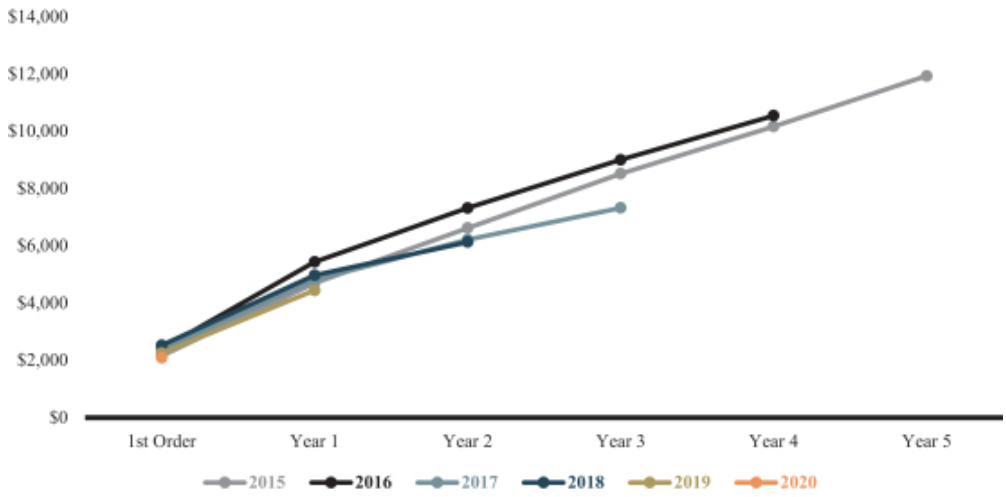
Buyer Acquisition Costs and Lifetime Value

Our financial performance depends in part on attracting and retaining buyers. To continue to grow our business sustainably, we need to acquire and retain buyers in an efficient manner. We acquire buyers through our brand marketing and performance-based marketing efforts.

To measure the effectiveness of our marketing spend, we analyze LTV and Buyer Acquisition Cost ("BAC"). We focus on optimizing the LTV of our buyers and we seek to improve the ratio of LTV to BAC in an effort to optimize the efficiency of our marketing spend. We define LTV as the cumulative on-platform GMV attributable to a buyer cohort, multiplied by the average take rate and the average gross margin on fees collected from 1stDibs sellers, less retention marketing costs, each over a period of time attributable to new buyers acquired during a particular period, divided by the total number of new buyers in that cohort. Take rate is calculated by dividing all fees collected from 1stDibs sellers by GMV for the respective time period. Retention marketing costs consist of performance-based marketing and buyer promotional discounts and incentives related to generating new sales to existing buyers. In any given period, returning buyers may be comprised of buyers from multiple cohorts. We allocate retention marketing costs in a single year, including performance-based marketing, to a cohort based on the percentage of returning buyers coming from that cohort in a given period. The resulting quotient is then multiplied by the total retention costs in that period (applying the mix of returning buyers to the retention period). We define BAC as the total buyer acquisition cost attributable to new buyers divided by the total new buyers in the same period. Buyer acquisition cost primarily consists of performance-based marketing and buyer promotional discounts and incentives.

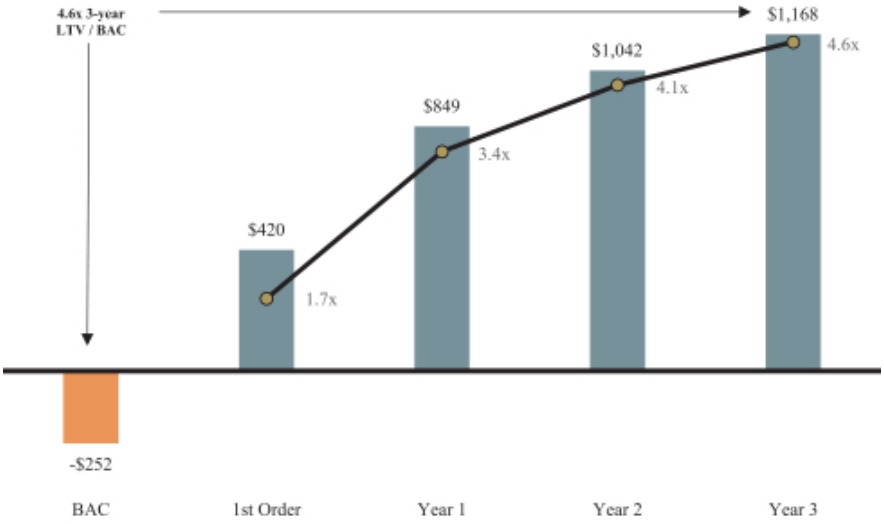
We look at LTV per buyer to evaluate the long-term value attributable to each buyer acquired. The LTV/BAC ratio illustrates the average LTV each buyer generates as a multiple of BAC. Our increasing LTV to BAC ratio for each specific cohort year-over-year demonstrates that we establish long-lasting relationships with our buyer cohorts and drive increasing value over time. These qualities are evidenced by the growth in our cumulative GMV, the core driver of LTV, per buyer cohort demonstrated below.

Cumulative GMV per Buyer Cohort



The following graphic illustrates the efficiency of our buyer acquisitions, as well as the profitability associated with retaining buyers. For example, to acquire our 2017 cohort (who made their first purchase in 2017), we paid, on average, a BAC of $252. The 2017 cohort's LTV exceeded its BAC on the first order and increased over time as a result of repeat purchases and increased spend by retained buyers. We have elected to depict the 2017 cohort because our buyer purchase cycle is longer than that of a typical e-commerce business. We predominantly sell high-priced, high-consideration items through our online marketplace and such purchases do not lend themselves to rapid repeat purchases. Accordingly, we believe depicting the 2017 cohort provides meaningful data as it reflects three years of purchase history from 2017 to 2020, a period of time we believe is more representative of the longer purchase cycle that is typical of the products offered through our online marketplace, and thus more appropriately reflects the return on our acquisition investment.

This results in an average LTV per buyer of $1,168 after three years of maturity following the initial acquisition, representing a 4.6 times payback of our original cost to acquire each buyer, demonstrating our long-term customer value, marketing efficiency, and profitable model.



Across our mature 2015-2017 cohorts, where we have more than three years of data, we generated an average three-year LTV/BAC of 4.5x. The 2015, 2016, and 2017 cohorts achieved a 3.7x, 5.1x, and 4.6x three-year LTV to BAC ratio, respectively.

Other Factors Affecting Our Performance

Our results of operations are impacted by a number of other factors, including, but not limited to, those discussed below. The extent to which these factors may positively or negatively impact our GMV and our results of operations, including our net revenue and gross profit, will depend in large part on the degree to which we are able to successfully achieve the following growth strategies, as well as the impact the ongoing COVID-19 pandemic may have on our business and on our seller and buyer base.

International Growth

Our growth will depend in part on international sellers and buyers, both of which constitute an increasing portion of our online marketplace transactions. On-platform GMV from buyers in non-U.S. markets constituted 22% in 2020, representing a large untapped international opportunity. Currently, our sellers and buyers are based in over 100 countries. Our long-term strategy is to localize the user experience by providing technology solutions such as translation and payment capabilities, focus on local marketing efforts through organic search, email, performance-based marketing, and optimized public relations, and customize content and collections to suit regional tastes. As of December 31, 2020, we had approximately 4,200 seller accounts across 55 countries and 39% of the supply on our online marketplace came from outside the United States.

We initially anticipate a decrease in marketing efficiency as we begin testing paid media campaigns and invest in localization in international markets. We believe, however, that by improving user experience, we can increase our buyer conversion rate of sessions to orders and drive longer-term marketing efficiency. Failure to successfully develop these 1stDibs experiences outside the U.S. market could affect our GMV, as well as our net revenue and other results of operations.

Diversify Product Verticals

Historically, our largest vertical by GMV has been antique and vintage furniture. Our unique product offerings in this vertical have inspired brand loyalty and increased demand for other luxury design products on the 1stDibs marketplace allowing us to expand into adjacent verticals, including new and custom furniture, jewelry, and art. Antique and vintage furniture comprised less than 50% of our on-platform GMV in the fourth quarter of 2020. We expect antique and vintage furniture to account for less than 50% of on-platform GMV for the foreseeable future as we are investing in our new and custom furniture, jewelry, and art verticals. We anticipate these verticals will account for an increasing percentage of our on-platform GMV for the foreseeable future. Our antique and vintage furniture and fashion verticals together comprised 54% of our 2020 on-platform GMV and represented 10% year-over-year on-platform GMV growth, and comprised 53% of our on-platform GMV for the twelve months ended March 31, 2021 and represented 25% year-over-year on-platform GMV growth. Our new and custom furniture, jewelry and watches, and art verticals together comprised 46% of our 2020 on-platform GMV and represented 40% year-over-year on-platform GMV growth, and comprised 47% of our on-platform GMV for the twelve months ended March 31, 2021 and represented 57% year-over-year on-platform GMV growth. 62% of our seller base as of December 31, 2020 was comprised of non-antique and vintage furniture sellers. Our brand and operating track record in existing verticals allow us to unlock valuable supply across adjacent and new verticals, increasing the exclusive products available on our online marketplace, thereby increasing the LTV of our new and existing buyer cohorts. We aim to continue to diversify into new verticals so that we can grow our future revenue streams.

Growth in Brand Awareness

While we have grown to-date largely due to strong brand awareness from direct and organic channels such as word of mouth referrals, we have ample opportunity to drive further engagement with new and existing buyers. As we continue to build and maintain our buyer base, we plan to launch additional marketing campaigns with leading design industry organizations, interior designers, and influencers, host events and enter into partnerships with leading luxury brands and develop new and compelling editorial content. While a large portion of our advertising spend is dedicated to performance-based marketing, we have opportunities to explore relatively untapped channels, such as television, radio, podcasts, and online display, to bolster engagement on our online marketplace. As many users may continue to view 1stDibs primarily as a vintage and antique furniture marketplace, we have a substantial opportunity to educate our buyers on the breadth of our offerings and drive cross-vertical transactions.

Investment in Technology and Innovation

We have made, and will continue to make, significant investments in our platform to drive seller success through new tools, convert users to buyers, grow our long-term revenue and operating results, drive technological innovation, and enhance the overall experience of our online marketplace. As we continue to scale, we plan to invest in innovation to address the needs of our sellers and buyers and drive efficiencies in our business, localize our platform, and enter new verticals and geographies. Overall, investments in our platform are focused on maximizing traffic, increasing conversion rate, and improving the overall efficiency of our operations.

Impact of COVID-19 Pandemic

On March 11, 2020, the World Health Organization declared the outbreak of a novel coronavirus (“COVID-19”) as a global pandemic, which continues to spread throughout the United States and around the world. The full extent of the impact of the pandemic on our business, key metrics, and results of operations depends on future developments that are uncertain and unpredictable, including the duration, severity, and spread of the pandemic, its impact on capital and financial markets and on the U.S. and global economies, and any new information that may emerge concerning the virus or vaccines or other efforts to control the virus.

As a result of the COVID-19 pandemic, we have transitioned to an almost fully remote work environment and we may continue to operate on a significantly remote and geographically (including internationally) dispersed basis for the foreseeable future. This remote and dispersed work environment could have a negative impact on the execution of our business plans and operations. The increase in remote working may also result in consumer privacy, IT security, and fraud vulnerabilities, which, if exploited, could result in significant recovery costs and harm to our reputation. Further, as the COVID-19 pandemic continues, we may experience disruptions if our employees, our sellers and buyers, or our third-party service providers' employees become ill and are unable to perform their duties, and if our operations, Internet or mobile networks, or the operations of one or more of our third-party service providers, are impacted.

In addition, we may experience risks related to the supply of luxury design products available through our online marketplace if our sellers face difficulty sourcing products in the event of any extended lockdowns or similar restrictions or measures implemented in response to the pandemic. Further, any prolonged economic downturn due to the pandemic (or otherwise) may negatively impact demand for luxury design products, including as a result of any significant or extended reduction in disposable incomes across our buyer base. Although we believe our business has been positively impacted to some extent by several trends related to the COVID-19 pandemic, including the increased willingness of sellers and buyers to engage in online transactions for luxury purchases, we cannot predict whether these trends will continue if and when the pandemic begins to subside, restrictions ease, and the risk and barriers associated with in-person transactions dissipate.

The COVID-19 pandemic has also led to a broader economic slowdown that may heighten other risks presented in this prospectus. Public health concerns, such as COVID-19, could also result in social, economic, and labor instability in the localities in which we or our vendors, sellers, and buyers reside. Any of these uncertainties and actions we take to mitigate the effects of the COVID-19 pandemic and uncertainties related to the COVID-19 pandemic could harm our business, financial condition, and results of operations. While we have not yet seen a material adverse impact on our operating results as a result of the pandemic, we cannot predict the duration, magnitude, or full impact that COVID-19 may have on our financial condition, operations, and workforce. See "Risk Factors—The COVID-19 pandemic has impacted, and may continue to impact, our business, key metrics, and results of operations in volatile and unpredictable ways."

Components of Results of Operations

Net Revenue

Our net revenue consists principally of seller marketplace services, software services, and advertisements. Seller marketplace services consist of subscriptions, listings, and marketplace transactions. Revenue from subscriptions consist of access to our online marketplace, allowing sellers, who are our customers, to execute successful purchase transactions with buyers. Sellers pay us for promoting certain products on their behalf and at their discretion through our online marketplace. For successful purchase transactions, sellers also pay us commissions ranging from 5% to 50%, and processing fees of 3%, net of expected refunds. If a seller accepts a return or refund of an on-platform purchase, the related commission and processing fees are refunded to the seller. Software services revenue consists of monthly and annual subscriptions allowing customers to access our Design Manager software, typically used by interior designers. Advertisements consist of impression-based ads displayed on our online marketplace on the seller's behalf.

Our revenue recognition policies are discussed under "Critical Accounting Policies" and Note 2, "Summary of Significant of Accounting Policies," to our consolidated financial statements, included at the end of this prospectus.

Cost of Revenue

Cost of revenue includes payment processor fees and hosting expenses. Cost of revenue also includes expenses associated with payroll, employee benefits, stock-based compensation, consulting costs, amortization expense related to our capitalized internal-use software, and other headcount-related expenses associated with operations personnel supporting revenue-related operations. A portion of rent, related facilities and maintenance costs, and depreciation of property and equipment related to a gallery space used by us is also allocated to cost of revenue. A Surrender Agreement for the gallery lease was entered into in December 2019.

In certain transactions where our shipping services are elected by sellers, we facilitate shipping of items purchased from the seller to the buyer. The difference between the amount collected for shipping and the amount charged by the shipping carrier is included in cost of revenue in the consolidated statements of operations. We do not own or manage inventory or directly manage fulfillment and shipping.

Our cost of revenue as a percentage of net revenue may change over time as our revenue mix changes. We expect our cost of revenue to increase in absolute dollars to support our growth and to vary from period to period as a percentage of net revenue for the foreseeable future as we grow our online marketplace by increasing the number of sellers and buyers and generate higher net revenue.

Gross Profit and Gross Margin

Gross profit is net revenue less cost of revenue, and gross margin is gross profit as a percentage of net revenue. Gross profit has been, and will continue to be, affected by various factors, including leveraging economies of scale, the costs associated with hosting our platform, the level of amortization of our internal-use software, and the extent to which we expand our operations. We expect that our gross margin will fluctuate from period to period depending on the interplay of these various factors.

Operating Expenses

Operating expenses consist of sales and marketing, technology development, general and administrative, and provision for transaction loss expenses. Direct and indirect employee-related costs, including stock-based compensation, and advertising costs are the most significant components of sales and marketing expense. Direct and indirect employee-related costs, including stock-based compensation, and consulting costs are the most significant components of technology development expense. Direct and indirect employee-related costs, including stock-based compensation, and rent and related facilities and maintenance costs are the most significant components of general and administrative expenses. We expect these costs to continue to increase in absolute dollars as we continue to hire new employees in order to support our anticipated growth. We include stock-based compensation expense in connection with the grant of the stock options in the applicable operating expense category based on the respective equity award recipient’s function.

Sales and Marketing

Sales and marketing expenses include advertising expense, payroll, employee benefits, stock-based compensation, rent and related facilities and maintenance costs related to our gallery space, depreciation of property and equipment related to the gallery, promotional discounts offered to new and existing buyers, incentives offered to select buyers who reach a certain purchase amount threshold, and other headcount-related expenses associated with the sales and marketing personnel. Advertising expenses consist primarily of costs incurred promoting and marketing our services, such as costs associated with acquiring new users through performance-based marketing, print advertising, email, and events. Promotional discounts and incentives represent incentives solely to end buyers and, therefore, are not considered payments made to our customers. Buyers are not our customers because access to the 1stDibs marketplace is free for buyers and we have no performance obligations with respect to buyers. Sales and marketing expenses are primarily driven by

investments to grow our business and retain members on our online marketplace. We expect sales and marketing expenses to increase in absolute dollars and to vary from period to period as a percentage of net revenue for the foreseeable future.

Technology Development

Technology development expenses include payroll, employee benefits, stock-based compensation, and other headcount-related expenses associated with the engineering and product development personnel and consulting costs related to technology development. We expense all technology development expenses as incurred, except for those expenses that meet the criteria for capitalization as internal-use software. We expect technology development expenses to increase in absolute dollars and to vary from period to period as a percentage of net revenue for the foreseeable future.

General and Administrative

General and administrative expenses include payroll, employee benefits, stock-based compensation, and other headcount-related expenses associated with finance, facility and human resources related personnel, as well as general overhead costs of the business, including rent and related facilities and maintenance costs, depreciation and amortization of property and equipment, and legal, accounting, and professional fees. We expense all general and administrative expenses as incurred. We expect general and administrative expenses to increase in absolute dollars to support business growth and, in the near term, our transition to a public company.

Provision for Transaction Losses

Provision for transaction losses primarily consists of transaction loss expense associated with our buyer protection program, including damages to products caused by shipping and transit, items that were not received or not as represented by the seller, and reimbursements to buyers at our discretion if they are dissatisfied with their experience. The provision for transaction losses also includes bad debt expense associated with our accounts receivable balance. We expect our provision for transaction losses to fluctuate depending on many factors, including changes to our buyer protection programs and the impact of regulatory changes, and we expect to continue to see the provision for transaction losses increase proportionally with our on-platform GMV and net revenue.

Other Income (Expense), net

Other income (expense), net consists primarily of interest income, interest expense related to our debt agreements, and foreign exchange gains and losses from our international operations.

Income Tax Benefit (Provision)

We are subject to federal and state income taxes in the United States and taxes in foreign jurisdictions in which we operate. We have recognized a benefit from income taxes for the year ended December 31, 2019 as a result of the release of a portion of the valuation allowance upon the acquisition of Design Manager. We recognized a provision for income taxes for the three months ended March 31, 2020 and year ended December 31, 2020, consisting primarily of state and local tax minimums in the United States. There was no benefit from income taxes or provision for income taxes recognized for the three months ended March 31, 2021. We recognize deferred tax assets and liabilities based on temporary differences between the financial reporting and income tax bases of assets and liabilities using statutory rates. We regularly assess the need to record a valuation allowance against net deferred tax assets if, based upon the available evidence, it is more likely than not that some or all of the deferred tax assets will not be realized. Accordingly, we have recorded a valuation allowance against our federal and state deferred tax assets. Taxes for international operations were not material for the years ended December 31, 2019 and 2020 and three months ended March 31, 2020 and 2021.

Results of Operations

The following table summarizes our results of operations for the periods indicated:

	Year Ended December 31,				Three Months Ended March 31,			
	2019	2020	$ Change	% Change	2020	2021	$ Change	% Change
	(in thousands, except share and per share data)							
Net revenue	$ 70,567	$ 81,863	$11,296	16%	$17,887	$25,526	$ 7,639	43%
Cost of revenue	23,718	25,948	2,230	9	6,863	7,032	169	2
Gross profit	46,849	55,915	9,066	19	11,024	18,494	7,470	68
Operating expenses:								
Sales and marketing	44,170	36,526	(7,644)	(17)	8,956	11,545	2,589	29
Technology development	15,162	16,510	1,348	9	4,240	3,945	(295)	(7)
General and administrative	15,200	12,565	(2,635)	(17)	3,253	4,407	1,154	35
Provision for transaction losses	3,499	3,820	321	9	863	1,053	190	22
Total operating expenses	78,031	69,421	(8,610)	(11)	17,312	20,950	3,638	21
Loss from operations	(31,182)	(13,506)	17,676	(57)	(6,288)	(2,456)	3,832	(61)
Other income (expense), net:								
Interest income	718	194	(524)	(73)	133	12	(121)	(91)
Interest expense	(536)	(14)	522	(97)	—	(5)	(5)	100
Other income (expense), net	738	809	71	10	(158)	291	449	(284)
Total other income (expense), net	920	989	69	8	(25)	298	323	(1,292)
Net loss before income taxes	(30,262)	(12,517)	17,745	(59)	(6,313)	(2,158)	4,155	(66)
Income tax benefit (provision)	409	(11)	(420)	(103)	(1)	—	1	(100)
Net loss	$(29,853)	$(12,528)	$17,325	(58)%	$ (6,314)	$ (2,158)	$ 4,156	(66)%

The following table summarizes our results of operations as a percentage of net revenue for the periods indicated:

	Year Ended December 31,		Three Months Ended March 31,	
	2019	2020	2020	2021
Net revenue	100%	100%	100%	100%
Cost of revenue	34	32	38	28
Gross profit	66	68	62	72
Operating expenses:				
Sales and marketing	63	44	50	45
Technology development	21	20	24	15
General and administrative	21	15	18	17
Provision for transaction losses	5	5	5	4
Total operating expenses	110	84	97	81
Loss from operations	(44)	(16)	(35)	(9)
Other income (expense), net:				
Interest income	1	—	1	—
Interest expense	(1)	—	—	—
Other income (expense), net	1	1	(1)	1
Total other income (expense), net	1	1	—	1
Net loss before income taxes	(43)	(15)	(35)	(8)
Income tax benefit (provision)	1	—	—	—
Net loss	(42)%	(15)%	(35)%	(8)%

Comparison of the Three Months Ended March 31, 2020 and 2021

Net Revenue

	Three Months Ended March 31,			
	2020	2021	$ Change	% Change
	(in thousands)			
Net revenue	$17,887	$25,526	$ 7,639	43%

Net revenue was $17.9 million for the three months ended March 31, 2020, as compared to $25.5 million for the three months ended March 31, 2021. The increase of $7.6 million, or 43%, was primarily driven by an increase in seller marketplace services revenue of $7.5 million. The increase in seller marketplace services revenue was primarily due to the $7.2 million increase in marketplace transaction fees as a result of the growth in our GMV. The growth in GMV is mainly due to an increase in order volume driven by growth in Active Buyers.

Cost of Revenue

	Three Months Ended March 31,			
	2020	2021	$ Change	% Change
	(in thousands)			
Cost of revenue	$6,863	$7,032	$ 169	2%

Cost of revenue was $6.9 million for the three months ended March 31, 2020, as compared to $7.0 million for the three months ended March 31, 2021. The increase of $0.2 million, or 2%, was primarily driven by an increase in payment processing fees of $1.2 million, which increased in proportion with our GMV growth. The increase was partially offset by a decrease in shipping costs of $0.5 million due to improved accuracy in shipping quotes for shipments facilitated by us and a decrease in depreciation expense of $0.7 million due to a decline in capitalized internal-use software in 2020 and the first three months of 2021 compared to previous periods.

Gross Profit and Gross Margin

Gross profit was $11.0 million and gross margin was 62% for the three months ended March 31, 2020, as compared to gross profit of $18.5 million and gross margin of 72% for the three months ended March 31, 2021. The increases in gross profit and gross margin for the three months ended March 31, 2021 were primarily driven by the increase in seller marketplace services revenue and cost optimization efforts related to our workforce and shipping, enabling us to grow net revenue and GMV at a faster pace than cost of revenue.

Operating Expenses

Sales and Marketing

	Three Months Ended March 31,			
	2020	2021	$ Change	% Change
	(in thousands)			
Sales and marketing	$8,956	$11,545	$ 2,589	29%

Sales and marketing expense was $9.0 million for the three months ended March 31, 2020, as compared to $11.5 million for the three months ended March 31, 2021. The increase of $2.6 million, or 29%, was primarily driven by an increase in performance-based marketing of $2.6 million in an effort to continue to drive our growth and an increase in facility rent due to negative rent of $2.6 million recognized in the three months ended March 31, 2020 related to the Surrender Agreement for our gallery space. The increases were partially offset by a

decrease in depreciation expense of $1.3 million due to accelerated depreciation of our gallery leasehold improvements recognized in the three months ended March 31, 2020 in connection with the Surrender Agreement for our gallery space and a decrease in salaries and benefits of $1.2 million due to workforce optimization in our sales and marketing teams that occurred during the three months ended June 30, 2020.

Technology Development

	Three Months Ended March 31,			
	2020	2021	$ Change	% Change
	(in thousands)			
Technology development	$4,240	$3,945	$ (295)	(7)%

Technology development expense was $4.2 million for the three months ended March 31, 2020, as compared to $3.9 million for the three months ended March 31, 2021. The decrease of $0.3 million, or 7%, was primarily driven by a decrease in salaries and benefits due to workforce optimization in our technology development teams that occurred during the three months ended June 30, 2020.

General and Administrative

	Three Months Ended March 31,			
	2020	2021	$ Change	% Change
	(in thousands)			
General and administrative	$3,253	$4,407	$ 1,154	35%

General and administrative expense was $3.3 million for the three months ended March 31, 2020, as compared to $4.4 million for the three months ended March 31, 2021. The increase of $1.2 million, or 35%, was primarily driven by an increase in professional service fees of $0.8 million related to audit, technical accounting, and financial reporting services.

Provision for Transaction Losses

	Three Months Ended March 31,			
	2020	2021	$ Change	% Change
	(in thousands)			
Provision for transaction losses	$863	$1,053	$ 190	22%

Provision for transaction losses was $0.9 million for the three months ended March 31, 2020, as compared to $1.1 million for the three months ended March 31, 2021. The increase of $0.2 million, or 22%, was primarily driven by the growth in our GMV. However, the provision for transaction losses grew at a slower rate than GMV in the three months ended March 31, 2021, compared to the three months ended March 31, 2020, due to improvements in our loss prevention and recovery measures.

Other Income (Expense), Net

	Three Months Ended March 31,			
	2020	2021	$ Change	% Change
	(in thousands)			
Total other income (expense), net	$(25)	$298	$ 323	(1,292)%

Other income (expense), net was $(25) thousand for the three months ended March 31, 2020, as compared to $0.3 million for the three months ended March 31, 2021. The increase of $0.3 million was primarily driven by an increase in foreign exchange gains of $0.5 million, partially offset by a decrease in interest income of $0.1 million due to lower interest rates on our cash equivalents accounts.

Comparison of the Years Ended December 31, 2019 and 2020

Net Revenue

	Year Ended December 31,			
	2019	2020	$ Change	% Change
	(in thousands)			
Net revenue	$70,567	$81,863	$11,296	16%

Net revenue was $70.6 million for the year ended December 31, 2019, as compared to $81.9 million for the year ended December 31, 2020. The increase of $11.3 million, or 16%, was primarily driven by an increase in seller marketplace services revenue of $11.2 million. The increase in seller marketplace services revenue was primarily due to the $9.2 million increase in commission and processing fees as a result of the growth in our GMV.

Cost of Revenue

	Year Ended December 31,			
	2019	2020	$ Change	% Change
	(in thousands)			
Cost of revenue	$23,718	$25,948	$ 2,230	9%

Cost of revenue was $23.7 million for the year ended December 31, 2019, as compared to $25.9 million for the year ended December 31, 2020. The increase of $2.2 million, or 9%, was primarily driven by an increase in payment processing fees, which increased in proportion with our GMV growth, of $1.7 million, an increase in shipping costs of $1.1 million driven by an increase in shipping activities associated with our marketplace services, and an increase in hosting costs of $0.8 million due to increased traffic and activity on our online marketplace. We do not own or manage inventory or directly manage fulfillment and shipping. The increases were partially offset by a decrease in salaries and benefits of $1.8 million due to the relocation of certain operations teams to lower cost markets.

Gross Profit and Gross Margin

Gross profit was $46.8 million and gross margin was 66% for the year ended December 31, 2019, as compared to gross profit of $55.9 million and gross margin of 68% for the year ended December 31, 2020. The increase of gross profit and gross margin for the year ended December 31, 2020 were primarily driven by the increase in seller marketplace services revenue and the decrease in salaries and benefits as a result of optimizing our workforce.

Operating Expenses

Sales and Marketing

	Year Ended December 31,			
	2019	2020	$ Change	% Change
	(in thousands)			
Sales and marketing	$44,170	$36,526	$(7,644)	(17)%

Sales and marketing expense was $44.2 million for the year ended December 31, 2019, as compared to $36.5 million for the year ended December 31, 2020. The decrease of $7.6 million, or 17%, was primarily driven by a decrease in costs related to closing our gallery space of $3.6 million, a decrease in travel, entertainment, and event costs of $2.6 million due to COVID-19 restrictions, and a decrease in salaries and benefits of $1.5 million due to workforce optimization in our sales and marketing teams.

Technology Development

	Year Ended December 31,			
	2019	2020	$ Change	% Change
	(in thousands)			
Technology development	$15,162	$16,510	$ 1,348	9%

Technology development expense was $15.2 million for the year ended December 31, 2019, as compared to $16.5 million for the year ended December 31, 2020. The increase of $1.3 million, or 9%, was primarily driven by our engineering team spending a larger percentage of their time in 2020 on maintenance, minor platform improvements, and management oversight than on capitalized internal-use software development compared to 2019.

General and Administrative

	Year Ended December 31,			
	2019	2020	$ Change	% Change
	(in thousands)			
General and administrative	$15,200	$12,565	$(2,635)	(17)%

General and administrative expense was $15.2 million for the year ended December 31, 2019, as compared to $12.6 million for the year ended December 31, 2020. The decrease of $2.6 million, or 17%, was primarily driven by a decrease in legal expenses of $1.0 million due to acquisition-related legal fees incurred in 2019, a decrease in expenses related to our sales tax contingent liability of $0.8 million due to the decrease in the number of states newly enacting marketplace facilitator sales tax legislation in 2020, and a decrease in travel and entertainment costs of $0.8 million due to COVID-19 restrictions.

Provision for Transaction Losses

	Year Ended December 31,			
	2019	2020	$ Change	% Change
	(in thousands)			
Provision for transaction losses	$3,499	$3,820	$ 321	9%

Provision for transaction losses was $3.5 million for the year ended December 31, 2019, as compared to $3.8 million for the year ended December 31, 2020. The increase of $0.3 million, or 9%, was primarily driven by the growth in our GMV. However, the provision for transaction losses grew at a slower rate than GMV in 2020 due to improvements in our loss prevention and recovery measures.

Other Income (Expense), Net

	Year Ended December 31,			
	2019	2020	$ Change	% Change
	(in thousands)			
Total other income (expense), net	$920	$989	$ 69	8%

Other income (expense), net was $0.9 million for the year ended December 31, 2019, as compared to $1.0 million for the year ended December 31, 2020. The increase of $0.1 million, or 8%, was primarily driven by a decrease in interest expense of $0.5 million from paying off our debt in February 2019, offset by a decrease in interest income of $0.5 million due to lower interest rates on our cash equivalents accounts.

Income Tax Benefit (Provision)

	Year Ended December 31,			
	2019	2020	$ Change	% Change
	(in thousands)			
Income tax benefit (provision)	$409	$(11)	$ (420)	(103)%

Income tax benefit was $0.4 million for the year ended December 31, 2019, which consisted primarily of a tax benefit related to the release of a portion of the valuation allowance upon the acquisition of Design Manger. Income taxes were immaterial for the year ended December 31, 2020, as we did not generate taxable income.

Quarterly Results of Operations

The following table sets forth selected unaudited quarterly consolidated statements of operations data for each of the four quarters in the years ended December 31, 2019 and 2020 and the first quarter in the year ending December 31, 2021. The information for each of these quarters has been prepared on the same basis as our audited consolidated financial statements and reflect, in the opinion of management, all adjustments, consisting only of normal, recurring adjustments that are necessary for a fair presentation of this information. These quarterly operating results are not necessarily indicative of the results that may be expected for a full year or any other fiscal period. This information should be read in conjunction with our audited consolidated financial statements and related notes included elsewhere in the prospectus.

	Three Months Ended								
	Mar. 31, 2019	June 30, 2019	Sept. 30, 2019	Dec. 31, 2019	Mar. 31, 2020	June 30, 2020	Sept. 30, 2020	Dec. 31, 2020	Mar. 31, 2021
	(in thousands) (unaudited)								
Net revenue	$16,920	$17,941	$17,273	$ 18,433	$17,887	$19,132	$20,970	$23,874	$ 25,526
Cost of revenue	5,519	5,903	5,854	6,442	6,863	6,082	6,318	6,685	7,032
Gross profit	11,401	12,038	11,419	11,991	11,024	13,050	14,652	17,189	18,494
Operating expenses:									
Sales and marketing	9,697	10,242	11,060	13,171	8,956	8,537	8,544	10,489	11,545
Technology development	3,475	3,719	3,948	4,020	4,240	4,080	4,064	4,126	3,945
General and administrative	3,694	3,830	3,995	3,681	3,253	2,933	2,923	3,456	4,407
Provision for transaction losses	1,053	635	543	1,268	863	877	916	1,164	1,053
Total operating expenses	17,919	18,426	19,546	22,140	17,312	16,427	16,447	19,235	20,950
Loss from operations	(6,518)	(6,388)	(8,127)	(10,149)	(6,288)	(3,377)	(1,795)	(2,046)	(2,456)
Other income (expense), net:									
Interest income	90	215	246	167	133	22	23	16	12
Interest expense	(536)	—	—	—	—	(10)	—	(4)	(5)
Other income (expense), net	242	202	95	199	(158)	113	402	452	291
Total other income (expense), net	(204)	417	341	366	(25)	125	425	464	298
Net loss before income taxes	(6,722)	(5,971)	(7,786)	(9,783)	(6,313)	(3,252)	(1,370)	(1,582)	(2,158)
Income tax benefit (provision)	—	423	—	(14)	(1)	—	(2)	(8)	—
Net loss	$ (6,722)	$ (5,548)	$ (7,786)	$ (9,797)	$ (6,314)	$ (3,252)	$ (1,372)	$ (1,590)	$ (2,158)

The following table summarizes our quarterly results of operations as a percentage of net revenue for each of the periods indicated:

	Three Months Ended								
	Mar. 31, 2019	June 30, 2019	Sept. 30, 2019	Dec. 31, 2019	Mar. 31, 2020	June 30, 2020	Sept. 30, 2020	Dec. 31, 2020	Mar. 31, 2021
	(unaudited)								
Net revenue	100%	100%	100%	100%	100%	100%	100%	100%	100%
Cost of revenue	33	33	34	35	38	32	30	28	28
Gross profit	67	67	66	65	62	68	70	72	72
Operating expenses:									
Sales and marketing	57	57	64	71	50	45	41	44	45
Technology development	21	21	23	22	24	21	20	17	15
General and administrative	22	21	23	20	18	15	14	15	17
Provision for transaction losses	6	4	3	7	5	5	4	5	4
Total operating expenses	106	103	113	120	97	86	79	81	81
Loss from operations	(39)	(36)	(47)	(55)	(35)	(18)	(9)	(9)	(9)
Other income (expense), net:									
Interest income	1	1	1	1	1	—	—	—	—
Interest expense	(3)	—	—	—	—	—	—	—	—
Other income (expense), net	1	1	1	1	(1)	1	2	2	1
Total other income (expense), net	(1)	2	2	2	—	1	2	2	1
Net loss before income taxes	(40)	(34)	(45)	(53)	(35)	(17)	(7)	(7)	(8)
Income tax benefit (provision)	—	2	—	—	—	—	—	—	—
Net loss	(40)%	(32)%	(45)%	(53)%	(35)%	(17)%	(7)%	(7)%	(8)%

Quarterly Net Revenue Trends

Our quarterly net revenue has generally increased sequentially in each period presented as a result of higher marketplace transaction fees associated with an increase in the volume of GMV. Generally, we have experienced the highest levels of net revenue in the fourth quarter compared to other quarters due to seasonality in our business. The increase in GMV was substantially driven by our ability to acquire Active Buyers.

Quarterly Cost of Revenue Trends

Our quarterly cost of revenue has generally increased sequentially in each period presented, which is primarily driven by an overall increase in traffic and purchasing volume on our online marketplace, including an increase in payment processing fees and hosting costs, as well as an increase in shipping costs to support the higher volume of sales. We do not own or manage inventory or directly manage fulfillment and shipping. In the second and third quarters of 2020, we incurred lower cost of revenue due to the relocation of certain operations teams to lower cost markets.

Quarterly Gross Profit and Gross Margin Trends

Gross profit in the periods presented has generally increased due to the increase in seller marketplace services revenue and the reduction in the relative level of personnel costs necessary to support that revenue. We anticipate that gross margin may fluctuate from quarter to quarter based on variability in the costs associated with hosting our online marketplace and supporting order processing.

Quarterly Operating Expense Trends

Our total quarterly operating expenses generally increased sequentially for all 2019 periods presented as a result of our growth, primarily due to the increase of headcount-related expenses, as well as ongoing advertising expenses related to user acquisition and retention efforts required to support our growth. Our total quarterly operating expenses generally decreased sequentially the first three quarters of 2020 as a result of an increased focus on optimizing our workforce and marketing efficiency, in addition to cost reductions related to COVID-19 travel and event restrictions. Operating expenses began to increase again in the fourth quarter of 2020 as we experienced accelerating net revenue growth, and increased investment in the business to support and continue that growth. We intend to continue making investments in marketing to drive future net revenue growth. We also intend to continue investing in our technology development efforts to improve and expand our platform. We expect the majority of our technology development expenses will result from headcount-related expenses. General and administrative expenses are expected to increase in the future due to the additional costs to operate as a public company. We expect to continue to see an increase in provision for transaction losses as the volume of our on-platform GMV continues to grow.

Liquidity and Capital Resources

Since our inception, we have financed our operations primarily through cash generated from our business operations, our Loan and Security Agreement with Ally Bank (the “Term Loan”) which we entered in November 2016 and repaid in February 2019, and through non-registered sales of redeemable convertible preferred stock and common stock. As of March 31, 2021, we had cash and cash equivalents of $59.3 million. Since our inception through March 31, 2021, we incurred borrowings of $15.0 million under our Term Loan, and we have sold an aggregate of 57,731,450 shares of our redeemable convertible preferred stock, and 34,806,976 shares of our common stock, for aggregate net proceeds of $225.9 million. Our principal use of cash is to fund our operations and platform development to support our growth.

Based on our current plans, we believe our existing cash and cash equivalents will be sufficient to fund our operations and capital expenditure requirements through at least the next 12 months. We expect to incur substantial additional expenditures in the near term to support our ongoing activities. Additionally, we expect to incur additional costs as a result of operating as a public company. We also expect to continue to incur net losses for the foreseeable future as we invest in our growth. In addition, we had an accumulated deficit of $248.9 million as of March 31, 2021. Although we generated $6.1 million of cash flows from operations in the three months ended March 31, 2021, we have had negative cash flows from operations in prior periods. We expect that operating losses and negative cash flows from operations could continue in the foreseeable future as we continue to invest in expansion activities. While management believes that our current cash and cash equivalents are sufficient to fund our operating expenses and capital expenditure requirements for at least the next 12 months, we may need to borrow funds or raise additional equity to achieve our longer-term business objectives.

Our future capital requirements will depend on many factors, including:

- the emergence of competing online marketplaces and other adverse marketing developments;
- the timing and extent of our sales and marketing and technology and development expenditures; and
- any investments or acquisitions we may choose to pursue in the future.

A change in the outcome of any of these or other variables could significantly impact our operating plans, and we may need additional funds to meet operational needs and capital requirements associated with such plans. In addition, any future borrowings may result in additional restrictions on our business and any issuance of additional equity would result in dilution to investors. If we are unable to raise additional capital when we need it, it could harm our business, results of operations, and financial condition.

Cash Flows

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

	Year Ended December 31,		Three Months Ended March 31,	
	2019	2020	2020	2021
	(in thousands)			
Net cash provided by (used in) operating activities	$ (18,469)	$ (3,443)	$ (9,229)	$ 6,142
Net cash provided by (used in) investing activities	(8,410)	1,286	(587)	(501)
Net cash provided by (used in) financing activities	60,956	1,562	623	(1,177)
Effect of exchange rate changes on cash, cash equivalents and restricted cash	117	(14)	(178)	10
Net increase (decrease) in cash, cash equivalents and restricted cash	$ 34,194	$ (609)	$ (9,371)	$ 4,474

Cash Flows from Operating Activities

Net cash used in operating activities was $9.2 million for the three months ended March 31, 2020, as compared to net cash provided by operating activities of $6.1 million for the three months ended March 31, 2021. The increase of $15.4 million, or 167%, was primarily driven by (i) a $5.7 million increase from the change in payables due to sellers due to a change in our seller payment policies in March 2021 that more closely aligns seller payments to the timing of the seller's shipment of a confirmed order, (ii) the decrease in net loss of $4.2 million, and (iii) a $3.5 million increase from the change in accounts payable and accrued expenses due to increases in accounts payable related to increased spending for the initial public offering, higher accruals for shipping expenses due to increases in shipping volume, and higher sales and use tax payables related to the growth in our GMV.

Net cash used in operating activities was $18.5 million for the year ended December 31, 2019, as compared to $3.4 million for the year ended December 31, 2020. The decrease of $15.0 million, or 81%, was primarily driven by the decrease in net loss of $17.3 million. This decrease was partially offset by a decrease in working capital of approximately $2.0 million and a change in non-cash adjustments of $0.3 million. The change in working capital and non-cash adjustments is primarily driven by (i) a $3.4 million decrease related to the Surrender Agreement for the gallery space used by us, including deferred rent and termination payments and receipts, (ii) a $1.5 million decrease related to deferred compensation payments associated with the Design Manager acquisition and (iii) a $2.4 million increase from the change in receivables from payment processors due to the timing of disbursements from payment processors.

Cash Flows from Investing Activities

Net cash used in investing activities was $0.6 million for the three months ended March 31, 2020, as compared to $0.5 million for the three months ended March 31, 2021. The decrease of $0.1 million was primarily due to reduced cash used for development of internal-use software.

During the year ended December 31, 2019, net cash used in investing activities was $8.4 million, which primarily consisted of $4.2 million of cash used for the development of internal-use software, $2.3 million of cash used for the acquisition of Design Manager, net of cash acquired, and $1.9 million of cash used for purchases of property and equipment.

During the year ended December 31, 2020, net cash provided by investing activities was $1.3 million, which primarily consisted of proceeds of $3.1 million from the repayment of notes receivable from related party, partially offset by $1.8 million of cash used for the development of internal-use software.

Cash Flows from Financing Activities

Net cash provided by financing activities was $0.6 million for the three months ended March 31, 2020, as compared to net cash used in financing activities of $1.2 million for the three months ended March 31, 2021. The decrease of $1.8 million primarily consisted of $2.1 million of payments of deferred offering costs in the three months ended March 31, 2021, partially offset by an increase in proceeds from the exercise of stock options of $0.3 million.

During the year ended December 31, 2019, net cash provided by financing activities was $61.0 million, which primarily consisted of net proceeds of $75.9 million from the issuance of Series D redeemable convertible preferred stock and $0.3 million of proceeds from the exercise of stock options, partially offset by $15.2 million of cash used in the repayment of long-term debt in relation to the Amended Credit Agreement, including deferred debt refinancing costs.

During the year ended December 31, 2020, net cash provided by financing activities was $1.6 million, which primarily consisted of proceeds from the exercise of stock options.

Off-Balance Sheet Arrangements

For the periods presented, we did not have any off-balance sheet arrangements, as defined in Item 303(a)(4)(ii) of SEC Regulation S-K.

Recent Accounting Pronouncements

See Note 2 “Summary of Significant of Accounting Policies” to our consolidated financial statements, for a description of recently issued accounting pronouncements that may potentially impact our financial position, results of operations or cash flows.

Emerging Growth Company

We are an emerging growth company, as defined in the JOBS Act. Under the JOBS Act, emerging growth companies can delay adopting new or revised accounting standards until such time as those standards apply to private companies. We have elected to use this extended transition period for complying with new or revised accounting standards that have different effective dates for public and private companies until the earlier of the date that (i) we are no longer an emerging growth company or (ii) we affirmatively and irrevocably opt out of the extended transition period provided in the JOBS Act. As a result, these financial statements may not be comparable to companies that comply with the new or revised accounting pronouncements as of public company effective dates. We may choose to early adopt any new or revised accounting standards whenever such early adoption is permitted for private companies.

Critical Accounting Policies and Estimates

Our consolidated financial statements have been prepared in accordance with generally accepted accounting principles in the United States, or GAAP. The preparation of these consolidated financial statements requires us to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenue, expenses, and related disclosures. We base our estimates on historical experience and on various other assumptions that we believe are reasonable under the circumstances. We evaluate our estimates and assumptions on an ongoing basis. Actual results may differ from these estimates. To the extent that there are material differences between these estimates and our actual results, our future financial statements will be affected.

While our significant accounting policies are described in greater detail in Note 2, “Summary of Significant Accounting Policies,” to our consolidated financial statements appearing at the end of this prospectus, we believe that the following policies are those most critical to the judgements and estimates used in the preparation of our consolidated financial statements.

Revenue Recognition

We generate revenue primarily from our seller marketplace services as well as other optional services including advertisements and software services sold to interior designers. Revenue is recognized as we transfer control of promised goods or services transfers to customers, in an amount that reflects the consideration we expect to be entitled to in exchange for those goods or services. We evaluate whether it is appropriate to recognize revenue on a gross or net basis based upon our evaluation of whether we obtain control of the specified goods or services by considering if we are primarily responsible for fulfillment of the promise, have inventory risk, or have latitude in establishing pricing and selecting suppliers, among other factors.

Seller Marketplace Services (Subscriptions, Listings, and Marketplace Transactions)

We sell subscriptions to access the 1stDibs.com marketplace, which allow sellers to promote and list items to be sold to buyers and execute successful purchase transactions with buyers. Through the subscription the sellers receive the benefit of marketplace activities, including listing items for sale, completing sales transactions, and payments processing, which represents a single stand-ready performance obligation. We have determined that our customers are sellers on our online marketplace since sellers pay for the use of our online marketplace to sell their inventory. We offer sellers annual subscriptions that are payable on a monthly basis. If during the annual subscription period a seller ceases to make its monthly payment, we are no longer obligated to provide the subscribed services and the seller can be terminated at our sole discretion.

We earn listing fees from sellers who are subscribed to our online marketplace on a per item basis as directed by the seller to promote certain items at the seller's discretion.

We charge sellers commission and processing fees, for successful purchases through our online marketplace. The commission fees range from 5% to 50% and processing fees are 3%, net of expected refunds. If a seller accepts a return or refund of an on-platform purchase, the related commission and processing fees are refunded to the seller. We record discounts provided to the end buyer, to whom we have no performance obligation, such as promotional discounts, in selling and marketing expense, since the discounts are not related directly to the revenue source but rather used as a marketing tool and the seller is not made aware of the discounts provided to the end buyer.

For the items purchased through the 1stDibs marketplace, we collect the gross merchandise value from the buyer, but recognize the associated revenue on a net basis, which equates to the commissions and processing fees earned in exchange for the seller marketplace facilitation services. We do not take title to inventory sold or assume risk of loss at any point in time during the transaction, and we are authorized to collect consideration from the buyer and remit net consideration to the seller to facilitate the processing of the confirmed purchase transaction.

The subscription fee is recognized monthly, the commission and processing fees are recognized net of estimated refunds when the corresponding transaction is confirmed by the seller and buyer, and the listing fee is recognized ratably over time when the listing is publicly posted.

Advertisements

Advertising revenue is generated by displaying ads on the 1stDibs marketplace. For advertising services, we enter into agreements with advertisers, or sellers, in the form of signed insertion orders, which specify the terms of services and fees, prior to advertising campaigns being run. We recognize revenue from the display of impression-based ads in the period in which the impressions are delivered in accordance with the contractual terms of the seller insertion orders. Impressions are considered delivered when an ad is displayed to users.

Software Services

Through our subsidiary, Design Manager, we offer subscriptions to access software used by interior designers. Subscriptions do not provide customers with the right to take possession of the software supporting the applications and, as a result, are accounted for as service contracts. We offer both monthly and annual subscriptions. For software services, we offer subscriptions to customers that are tailored to design firms as an end-to-end business solution for project management and accounting and enter into agreements with the customers through their acceptance of online terms of service, which specifies the terms of services and fees, prior to the customers receiving access to the software platform.

Business Combinations

We account for business combinations using the acquisition method of accounting. Application of this method of accounting requires that (i) identifiable assets acquired (including identifiable intangible assets) and liabilities assumed generally be measured and recognized at fair value as of the acquisition date, and (ii) the excess of the purchase price over the net fair value of identifiable assets acquired and liabilities assumed be recognized as goodwill, which is not amortized for accounting purposes but is subject to testing for impairment at least annually. Transaction costs related to business combinations are expensed as incurred.

Long-lived assets, primarily consisting of goodwill and other intangible assets, represent the largest components of our acquisitions. The intangible assets that we have acquired include customer relationships, developed and acquired technology, trade names, and associated trademarks. The intangible assets are valued using an income approach based on projected cash flows or a replacement cost approach. The estimated fair values of our intangible assets reflect various assumptions including discount rates, revenue growth rates, operating margins, terminal values, useful lives, and other prospective financial information.

Determining the fair value of the assets and liabilities acquired is judgmental in nature and can involve the use of significant estimates and assumptions. The judgments made in determining the estimated fair value assigned to the assets acquired, as well as the estimated life of the assets, can materially impact net income in periods subsequent to the acquisition through depreciation and amortization, and in certain instances through impairment charges, if the asset becomes impaired in the future. When we make an acquisition, we also acquire other assets and assume liabilities. These other assets and liabilities typically include but are not limited to, accounts receivable, accounts payable, and other working capital items. Because of their short-term nature, the fair values of these other assets and liabilities generally approximate the book values on the acquired entities' balance sheets.

During the measurement period, which extends no later than one year from the acquisition date, we may record certain adjustments to the carrying value of the assets acquired and liabilities assumed with the corresponding offset to goodwill. After the measurement period, all adjustments are recorded in the consolidated statements of operations and consolidated statements of comprehensive loss as operating gains or losses.

Property and Equipment, net

Property and equipment are stated at cost, net of accumulated depreciation and amortization. Depreciation and amortization are computed using the straight-line method over the estimated useful lives.

We capitalize costs related to internal-use software during the application development stage, including consulting costs and compensation expenses related to employees who devote time to the development projects. We record software development costs in property and equipment, net. Costs incurred in the preliminary stages of development activities and post implementation activities are expensed in the period incurred and are included in technology development in the consolidated statements of operations. We also capitalize costs related to specific upgrades and enhancements when it is probable the expenditures will result in additional functionality.

Once the project is available for general release, capitalization ceases, and the asset can begin being amortized. Capitalized costs associated with internal-use software are amortized on a straight-line basis over their estimated useful life, which is generally three years.

When assets are sold or retired, the cost and related accumulated depreciation or amortization of assets disposed of are removed from the accounts, with any resulting gain or loss recorded in income from operations. Costs of repairs and maintenance are expensed as incurred.

Goodwill

Goodwill represents the excess of cost over the fair value of the net tangible and identifiable intangible assets acquired in a business combination. Goodwill is not amortized but is tested for impairment annually or more frequently if events or changes in circumstances indicate that the asset may be impaired. Our goodwill impairment test is performed at the reporting unit level, based on us having our two reporting units, 1stDibs and Design Manager.

Our goodwill impairment analysis first assesses qualitative factors to determine whether events or circumstances existed that would lead us to conclude it is more likely than not that the fair value of the reporting unit is below its carrying amount. Such qualitative factors include our industry and market considerations, economic conditions, entity-specific financial performance, and other events such as changes in management, strategy, and primary customer base. If we determine that it is more likely than not that the fair value of the reporting unit is below the carrying amount, a quantitative goodwill assessment is required. In the quantitative evaluation, the fair value of the reporting unit is determined and compared to the carrying value. If the fair value is greater than the carrying value, then the goodwill is deemed not to be impaired and no further action is required. If the fair value is less than the carrying value, goodwill is considered impaired and a charge is reported as impairment of goodwill in the consolidated statements of operations.

Stock-Based Compensation

We measure all stock-based awards granted to employees, directors, and non-employees based on the fair value on the date of the grant and recognize compensation expense for those awards over the requisite service period, which is generally the vesting period of the respective award. The fair value of each stock option grant is estimated on the date of grant using the Black-Scholes option-pricing model, which requires inputs based on certain subjective assumptions, including the fair value of our common stock, expected stock price volatility, the expected term of the award, and the risk-free interest rate for a period that approximates the expected term of the option, and our expected dividend yield. Expected volatility was calculated based on the implied volatilities from market comparisons of certain publicly traded companies and other factors. The expected option term was calculated based on the simplified method, which uses the midpoint between the vesting date and the contractual term, as we do not have sufficient historical data to develop an estimate based on participant behavior. The risk-free interest rate was based on the U.S. Treasury bond yield with an equivalent term. We have not paid dividends and have no foreseeable plans to pay dividends.

The fair value of our common stock underlying options has historically been determined by our board of directors, with input from management, and considering third-party valuations of our common stock. Because there has been no public market for our common stock, the board of directors has determined its fair value at the time of grant of the option by considering a number of objective and subjective factors, including financing investment rounds, operating and financial performance, the lack of liquidity of share capital, and general and industry specific economic outlook, among other factors. The fair value of the underlying common stock will be determined by the board of directors until such time as our common stock is listed on an established stock exchange.

Common Stock Valuations

As there has been no public market for our common stock to date, the estimated fair value of our common stock has been determined by our board of directors as of the date of each option grant, with input from management, and considering our most recently available third-party valuation of our common stock. These third-party valuations were performed in accordance with the guidance outlined in the American Institute of Certified Public Accountants Accounting and Valuation Guide, *Valuation of Privately-Held Company Equity Securities Issued as Compensation*.

Our board of directors considered the fair value of our common stock by first determining the equity value of our company, and then allocating that value among the various classes of our equity securities to derive a per share value of our common stock.

The equity value of our company was determined using the market approach by reference to the closest round of equity financing, if any, preceding the date of valuation and analysis of the trading values of publicly traded companies deemed comparable to us.

In allocating the equity value of our company among various classes of stock, we used the option pricing method ("OPM"). The OPM takes into account the preferred stockholders' liquidation preferences, participation rights, dividend policy, and conversion rights to determine how proceeds from a liquidity event shall be distributed among the various ownership classes at a future date. The OPM arrives at a final estimated fair value per share of the common stock before a discount for lack of marketability is applied.

In addition to considering the results of these third-party valuations, our board of directors considered various objective and subjective factors to determine the fair value of our common stock as of each grant date, including:

- the prices at which we sold our common and redeemable convertible preferred stock to outside investors in arms-length transactions;
- the rights, preferences, and privileges of our redeemable convertible preferred stock relative to those of our common stock;
- our results of operations, financial position, and capital resources;
- industry outlook;
- the lack of marketability of our common stock;
- the fact that the option grants involve illiquid securities in a private company;
- the likelihood of achieving a liquidity event, such as an initial public offering or a sale of our company, given prevailing market conditions;
- the history and nature of our business, industry trends and competitive environment; and
- general economic outlook including economic growth, inflation and unemployment, interest rate environment, and global economic trends.

The assumptions underlying these valuations represented management's best estimates, which involved inherent uncertainties and the application of management's judgment. As a result, if we had used significantly different assumptions or estimates, the fair value of our common stock and our stock-based compensation expense could be materially different.

Following the closing of this offering, the fair value of our common stock will be determined based on the quoted market price of our common stock.

Quantitative and Qualitative Disclosures about Market Risk

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

Interest Rate Sensitivity

Our primary exposure to market risk is interest rate sensitivity, which is affected by changes in the general level of U.S. interest rates. We held cash and cash equivalents of $54.9 million and $59.3 million as of December 31, 2020 and March 31, 2021, respectively. We generally hold our cash in non-interest-bearing checking accounts. Cash equivalents consist of amounts invested in money market accounts. Due to the nature of our cash and cash equivalents, a hypothetical 100 basis point change in interest rates would not have a material effect on the fair value of our cash and cash equivalents. Our cash and cash equivalents are held for working capital purposes. We do not enter into investments for trading or speculative purposes.

Foreign Currency Risk

Our net revenue is primarily denominated in U.S. dollars, Euros, and British pounds, depending on the currency selection of the seller. Our cost of revenue and operating expenses are primarily denominated in U.S. dollars, except for our U.K. operations, which are denominated in British pounds. As our online marketplace continues to grow globally, our results of operations and cash flows may be subject to fluctuations due to the change in foreign exchange rates. To date, fluctuations due to changes in the Euro and British pound have not been significant, but may experience material foreign exchange gains and losses in our statement of operations in the future. As of December 31, 2020 and March 31, 2021, a 10% increase or decrease in current exchange rates would not have a material impact on our consolidated financial statements.

Credit Risk

We are exposed to credit risk on accounts receivable balances. This risk is mitigated by requiring upfront payment for many of our services and due to our diverse customer base, dispersed over various geographic regions and industrial sectors. No single customer comprised more than 10% of our net revenue in 2019 and 2020 and for the three months ended March 31, 2021. We maintain provisions for potential credit losses and such losses to date have been within our expectations. We evaluate the solvency of our customers on an ongoing basis to determine if additional allowances for doubtful accounts need to be recorded.

Inflation Risk

Our results of operations and financial condition are presented based on historical cost. While it is difficult to accurately measure the impact of inflation due to the imprecise nature of the estimates required, we believe the effects of inflation, if any, on our results of operations and financial condition have been immaterial. We cannot assure you our business will not be affected in the future by inflation.

BUSINESS

Our Mission

To enrich lives with extraordinary design.

Company Overview

We are one of the world's leading online marketplaces for connecting design lovers with many of the best sellers and makers of vintage, antique, and contemporary furniture, home décor, jewelry, watches, art, and fashion. We believe we are a leading online marketplace for these luxury design products based on the aggregate number of such listings on our online marketplace and our GMV. Our thoroughly vetted seller base, in-depth editorial content, and custom-built technology platform create trust in our brand and facilitate high-consideration purchases of luxury design products online. By disrupting the way these items are bought and sold, we are both expanding access to, and growing the market for, luxury design products.

1stDibs began in 2000 with the vision of bringing the magic of the Paris flea market online by creating a listings site for top vintage and antique furniture sellers. Soon thereafter, we moved our headquarters to New York City and focused primarily on adding U.S.-based sellers to our site. The quality of our initial seller base enabled us to build a reputation in the design industry as a trusted source for unique luxury design products. Over our 20-year operating history, we have strengthened our brand and deepened our seller relationships. Today, we operate an e-commerce marketplace with approximately 4,200 seller accounts located across 55 countries, 3.5 million users, and, as of March 31, 2021, we had a seller stock value in excess of $10.9 billion. Users represent non-seller visitors who register on our website and include both buyers and non-buyers. Our seller stock value is the sum of the stock value of all available products listed on our online marketplace. An individual listing's stock value is calculated as the item's current price multiplied by its quantity available for sale.

We maintain a close relationship with our sellers, the vast majority of which are small businesses. We provide them access to a global community of buyers and a platform to facilitate e-commerce at scale. Our sellers use our platform to manage their inventory, build their digital marketing presence, and communicate and negotiate orders directly with buyers. In each month in 2020, we facilitated an average of over 36,000 conversations between sellers and buyers on our platform. We are an important partner for our sellers, with 34% of sellers who responded to our 2020 interim seller survey reporting 1stDibs as their primary sales channel in 2020.

The uniqueness, diversity, and high quality of the products on our online marketplace, together with an active marketing effort, have produced a large, global, and growing base of design-loving buyers. Our user-friendly interface, dedicated specialist support, and 1stDibs Promise enable a trusted purchase experience. In 2020, we had more than 58,000 Active Buyers with an average aggregate purchase per year of over $5,500, an AOV above $2,500, a median order value of $1,200, and an average of 2.2 orders per Active Buyer. The percentage of Active Buyers who make more than one purchase in any given year has been generally consistent from year to year and comprised 32%, 31%, and 31% of total Active Buyers in 2018, 2019, and 2020, respectively. Our AOV is approximately 24 times greater than the e-commerce industry average, according to IRP Commerce, supported by buyer confidence in our online marketplace and our trusted brand. We do not focus on AOV as a key metric in evaluating our business or to identify trends, formulate business plans, or make strategic decisions, given our priority to make unique, high-end design items across various price points available through our online marketplace. Our AOV has been relatively consistent over the past three years. Highly experienced interior designers, whom we refer to as trade buyers, are frequent, repeat purchasers on our online marketplace and accounted for 27% of our on-platform GMV in 2020. Through our Trade 1st program, we offer these trade buyers, who comprise a subset of our buyers, additional benefits such as trade-only personalized support, exclusive trade pricing, and buyer incentives. Our Trade 1st program is a buyer-only program and members do not pay any fees to participate in this program.

As our online marketplace has scaled, we have created powerful network effects, with better supply attracting more buyers and more buyers encouraging high-quality sellers to join and remain on our platform. Once in motion, the flywheel effect of this network enhances both seller and buyer quality, which we believe drives a competitive advantage. We operate an asset-light business model, which allows us to scale in a capital efficient manner. While we facilitate shipping and fulfillment logistics, we do not take physical possession of the items sold on our online marketplace.

We are driving consumer demand for luxury design products online by providing global access to a traditionally fragmented, local, and offline market. In 2020, 77% of 1stDibs sellers sold an item to a buyer outside of the seller's home country. As sellers and buyers of luxury design products gain experience transacting online, we believe our combination of technology, service, and brand positions us to enable and grow this market by providing sellers and buyers the tools and access they need.

Our proprietary technology platform enables a purchase funnel that is more robust and interactive than the conventional e-commerce experience. The discovery and transaction process in our industry is more complex than in most e-commerce categories. Specifically, transacting in unique luxury design products requires the ability for sellers and buyers to exchange messages, negotiate prices, arrange customized shipping support, and pay swiftly and securely through various payment methods. Our platform turns this complex order flow into an easy-to-use process and converts the valuable data we collect from buyers' browsing and purchase activity into actionable insights for both sellers and buyers. We empower buyers to engage directly with sellers on our platform throughout all stages of a transaction. Our technology and data represent the cumulative experience of 20 years of business activity, and we believe are extremely difficult to replicate.

We have experienced substantial growth since our founding in 2000. We grew our GMV from $13.8 million in 2013 to $342.6 million in 2020, a compounded annual growth rate of 58%. We grew our GMV from $69.3 million for the three months ended March 31, 2020 to $113.7 million for the three months ended March 31, 2021, a growth rate of 64%. We grew our net revenue from $70.6 million in 2019 to $81.9 million in 2020, a growth rate of 16%. We grew our net revenue from $17.9 million for the three months ended March 31, 2020 to $25.5 million for the three months ended March 31, 2021, a growth rate of 43%. In 2019, we generated a net loss of $29.9 million and Adjusted EBITDA of $(25.0) million, compared to a net loss of $12.5 million and Adjusted EBITDA of $(6.6) million in 2020. In the three months ended March 31, 2020, we generated a net loss of $6.3 million and Adjusted EBITDA of $(3.2) million, compared to a net loss of $2.2 million and Adjusted EBITDA of $(1.3) million for the three months ended March 31, 2021. See "Summary Consolidated Financial Data—Non-GAAP Financial Measures" for more information and for a reconciliation of Adjusted EBITDA to net loss, the most directly comparable financial measure calculated and presented in accordance with GAAP.

Our Market Opportunity

We connect sellers and buyers in what has historically been a fragmented and highly localized global market for unique luxury design products. This market has generally operated offline, functioning mostly through independent galleries, boutiques, and auction houses, thereby restricting a seller's potential buyer audience and limiting a buyer's range of purchasable luxury design products. These offline operations create barriers to both new supply and new demand, limiting the market's overall growth potential.

We created a single online marketplace that consolidates previously isolated sellers and buyers on a global scale. We believe our online marketplace, powered by our technology platform, has transformed almost all dimensions of the luxury design buying experience by increasing accessibility and enhancing selection and convenience. By removing geographic barriers and providing inspiration and discovery, we have disrupted this industry and made 1stDibs the go-to online destination for luxury design products.

Global Luxury Market

Our core market, including high-quality design furniture and homewares, fine art, and watches and jewelry, was estimated to be approximately $129 billion in 2020, according to Bain & Company. Our platform is

built on a scalable infrastructure that allows us to enter adjacent luxury markets and expand our addressable market with minimal additional investment. The personal luxury goods market, as defined by Bain & Company, excluding watches and jewelry, was estimated to total approximately $210 billion in 2020 and includes adjacent categories, such as footwear, leather goods, apparel, and beauty.

Combining our core market of high-quality design furniture and homewares, fine art, and watches and jewelry with the personal luxury goods market (excluding watches and jewelry), results in an estimated total addressable market size of $339 billion as of 2020.

Expanding the Luxury Goods Market

While the global luxury design market is already large, we believe that as a digital disruptor we have the potential to further expand the overall size of our market. We believe we are growing the market by: (1) increasing the number of digital global luxury design sellers by enabling them to transact on a global online marketplace that materially expands their potential customer base; and (2) growing the luxury design buyer base by introducing our online audience to unique products previously only accessible via in-person galleries, boutiques, and auction houses. Since the launch of our e-commerce platform, we have seen GMV grow to $342.6 million in 2020, demonstrating the effectiveness of our approach.

As we reinvent how buyers discover and engage with luxury design products, we have found that we are attracting a new and broader audience to our market. Based on responses to our 2020 buyer survey, we estimate that less than 25% of our buyer base has previously purchased furniture, art, or jewelry from auction houses, which had been the bastion for much of the high-end luxury design market. This highlights the latent demand previously inaccessible in the traditional offline gallery and auction environment. Furthermore, we have sold items on our online marketplace ranging from less than $100 to $1 million, demonstrating that high-end luxury design products are attainable and within reach of the expanding buyer audience we are attracting to the market.

Global Increase in High Net Worth Individuals

As our user base broadens, we are also benefiting from an increase in global high net worth individuals (“HNWI”), or individuals with greater than $1 million in investable assets. HNWIs are a key and highly coveted customer demographic within the high-end luxury design market. As of December 31, 2020, we estimate that HNWIs comprised approximately 13% of our U.S. user base.

The wealth of HNWIs has increased at a CAGR of 7% from 2012 to 2019, reaching $74 trillion as of 2019, and, as of 2018, is expected to exceed $100 trillion by 2025, according to Capgemini studies. According to Capgemini, the global HNWI population has more than doubled since 2008, reaching approximately 20 million individuals globally as of 2019.

Increasing Online Penetration

The online portion of the personal luxury goods market has increased from 12% of total sales in 2019 to an estimated 23% of total sales in 2020. Bain & Company estimates that online personal luxury goods purchases will continue to grow, reaching up to 30% of total sales by 2025.

One of the most significant trends driving online penetration in the luxury goods market is an increasingly digitally native customer base. According to Bain & Company, Gen-Y and Gen-Z, born during 1981-1995 and 1996-2015, respectively, accounted for 44% of luxury goods purchases in 2019 and an estimated 57% of such purchases in 2020. By 2025, Gen-Y and Gen-Z are expected to collectively account for over 65% of purchases in the luxury goods market. These generations are leading the shift from offline to online commerce and will soon dominate the luxury market’s customer base.

While the COVID-19 pandemic has accelerated the shift to online sales in the personal luxury goods market, we believe the driving forces behind this shift were already well underway before the COVID-19 pandemic and are expected to remain. Although we believe our business has been positively impacted to some extent by these trends, we cannot predict whether these trends will continue to impact online sales growth generally, or the growth of our business, at the same rate in the future as the pandemic evolves.

The 1stDibs Marketplace

Trust

Trust is at the core of the online marketplace that we have built over the past 20 years. Trust in our online marketplace is critical to facilitating online transactions of highly considered purchases with high price points. In 2020, over 20% of our on-platform GMV was generated from orders with an item value above $15,000 and the number of items sold for $100,000 or more increased by 48%. Our thorough seller vetting process and ratings system inspire buyer confidence in our sellers and in the authenticity and quality of the luxury design products sold on 1stDibs. Extensive fraud protection and secure payment solutions further establish the trust sellers and buyers have in our online marketplace. The ability for buyers to interact and negotiate prices directly with sellers increases both on-platform conversion and buyer retention rate. In 2020, we retained 36% of the 2019 on-platform GMV from buyers acquired in 2019. In 2019, we retained 35% of the 2018 on-platform GMV from buyers acquired in 2018. We categorize buyers into cohorts based on the date of their first purchase on the 1stDibs platform. GMV attributed to a buyer cohort represents the total dollar value from items purchased by that buyer cohort in a given period, minus cancellations within that period and excluding shipping and sales taxes. This buyer retention rate and our AOV of over $2,500 for the year ended December 31, 2020 are evidence of the trust in our online marketplace. Our 1stDibs Promise gives our buyers peace of mind with every purchase by providing the following features and commitments:

- A community of thoroughly vetted sellers from around the world to ensure authentic and high-quality products;
- Confidence at checkout with multiple secure payment options and a comprehensive fraud protection and prevention program;
- Customer service support from dedicated specialists to answer questions, assist with orders, and stand ready to resolve any transaction or technical issues throughout the buying process;
- Worry-free cancellations within 24 hours;
- The ability to work with both parties in the unlikely event a buyer receives an item that is different than described or has been damaged in transit and to resolve the issue;
- A price-match guarantee to ensure that if a buyer finds a 1stDibs seller that has the same item for a lower price elsewhere, 1stDibs will match it; and
- Facilitation of a seamless, transparent, and insured global end-to-end logistics and delivery experience focused on security and a high level of care.

Value Proposition to Sellers

- ***Demand Generation:*** As of December 31, 2020, we provided sellers access to a global base of over 3.5 million users in over 100 countries, who would otherwise largely be inaccessible in an offline market. We built 1stDibs to empower and inspire confidence in our sellers by using our proprietary technology to digitize and transform their businesses. We believe that creating a digital presence

and enabling access to buyers across the globe allows us to expand the addressable market for contemporary, vintage, and antique luxury sellers. In our 2020 annual seller survey, 52% of sellers who responded told us that "*1stDibs delivers customers I could not get on my own.*"

- ***Operational Efficiency:*** Our sellers can efficiently scale their businesses without the friction associated with in-person sales and multiple third-party platforms. The ability to offer a convenient, seamless transaction experience, including on-platform communications and a wide range of payment solutions, further drives buyer conversion. Sellers can add new products to our online marketplace whenever they choose, essentially creating a storefront that remains open 24/7. Making sellers' inventory available online to a global audience allows them to reach new buyers and drive increased sales without increasing their physical footprint. We maximize search engine optimization to help buyers find items and connect with our sellers, allowing them to purchase products tailored to their tastes and preferences with ease. Access to a dedicated app enables our sellers to communicate with buyers and complete these transactions from around the world. We have assembled a robust network of logistics providers to help sellers fulfill orders at a lower cost, giving them an advantage relative to conventional offline sales and allowing them to focus more time on what they do best: curating and selling unique luxury design items.

- ***Creation of Seller Identity:*** Sellers can establish an online presence and identity on our online marketplace. They have autonomy to publish item descriptions and pictures, curate their storefront and biographies, and communicate and negotiate directly with buyers. Expanding a seller's ability to share its story across various forms of media, including text, photographs, and videos, significantly increases buyer engagement and conversion. Once sellers are added to our online catalogue, we help build sellers' brands through editorial and social placements, including our online magazines *Introspective* and *The Study*, which offer sellers additional avenues through which to advertise online.

- ***Data Analytics:*** Our platform provides us with rich data throughout the entire user journey. This data allows sellers to offer more relevant products and optimize their pricing strategies, which enables them to efficiently scale their businesses. We provide sellers with a comprehensive suite of seller tools, education, and analytics with no additional charge, including reporting, tracking, and inside perspectives on pricing based on the historical sales of similar items. Sellers also benefit from our proprietary algorithms and targeting technologies to connect with both consumers and trade buyers.

Value Proposition to Buyers

- ***Curated Assortment:*** We are a highly sought after destination for unique, high-quality luxury design products. Thoroughly vetting all sellers on our online marketplace supports our buyers' desire for quality and curation, thereby reducing their search time and purchase risk. We provide buyers with design inspiration through our expertly merchandised collections and our online editorial publications *Introspective* and *The Study.*

- ***Control:*** Unlike conventional offline alternatives, we offer our buyers convenient 24/7 access to over one million luxury design products. We remove complexity and introduce transparency to the purchasing process**.** We allow buyers to transact securely from their homes, bypassing the complicated and time-intensive process and often opaque pricing associated with traditional offline channels. Our valuable buyer base also appreciates the privacy and anonymity associated with purchasing products online through our marketplace.

- ***Quality of Experience:*** Our messaging service allows buyers to communicate directly with sellers, receive quick responses, and negotiate prices. Multiple possible payment methods offer our buyers

a convenient checkout experience compared to traditional offline retail channels. Our Price-Match Guarantee further increases purchasing confidence, as buyers are assured they will always transact at the lowest price. Trade buyers further benefit from tailored programs such as trade exclusive pricing and buyer incentives through our Trade 1st program. Our customer experience associates help ensure the satisfaction of sellers and buyers by addressing and assisting in the resolution of questions relating to orders, deliveries, returns, and disputes.

- ***Personalization:*** We collect rich data around our buyers' browsing patterns and purchase behaviors. We use this data to personalize our marketing efforts and listing suggestions. As a result, we are able to curate our buyers' feeds to target their specific tastes and preferences. This personalization improves user engagement. We provide high-touch human support for consumer and trade buyers through our customized private client and trade service teams, which further enhances the buying process.

Our Competitive Strengths

Largest Selection of Unique Luxury Design Products

We offer the largest online selection of luxury design products from leading sellers and makers of vintage, antique, and contemporary furniture, home décor, jewelry, watches, art, and fashion. We believe our growing collection of over one million luxury design products is unmatched and makes us the premier destination for design lovers and enthusiasts. Luxury and antique design products tend to retain value over time as a result of their scarcity and durability. We aggregate supply from a large number of globally distributed sellers, offering buyers a destination to access a variety of luxury design products across multiple verticals online. As of December 31, 2020, we had approximately 4,200 seller accounts across 55 countries, with 39% of our listings located outside the United States. The percentage of our seller accounts based outside of the United States has increased to 45% as of December 31, 2020 from 15% in October 2011 (prior to when our current Chief Executive Officer joined 1stDibs in November 2011 and when we began to focus on increasing our international supply).

20-year Brand History Built on Trust and Authenticity

We have built a brand that is native to the Internet and synonymous with luxury design. Our brand is extensible across verticals and geographies, based upon our long-standing relationships with leading sellers of luxury design products and the trust we have established with buyers, creating a significant barrier to entry. Our high-quality editorial content shows the depth of our domain expertise, giving us credibility with sellers, building buyer trust and loyalty in our brand and online marketplace. This trust is built through a seamless buying and selling experience, backed by years of excellence and an industry-leading vetting process.

Our vetting specialists work with sellers to complete a comprehensive evaluation to ensure the authenticity of the sellers and quality of service. These specialists are highly trained, experienced design experts and conduct extensive due diligence on each seller. This vetting process is highly scalable, and helps to ensure that our buyers can continue to purchase items on our online marketplace with confidence, as we grow.

Highly Engaged Buyer Community

Our online marketplace appeals to a broad range of design lovers across multiple income groups, geographies, and age groups. Our buyers appreciate the value of high-quality luxury products and want a convenient and secure way to complete these highly considered product purchases. In 2020, our Active Buyers had 85 sessions and viewed 254 product pages, on average. In addition, in 2020, 65% of orders on our online marketplace were negotiated prior to a purchase. Our editorial content, combined with our expert curation and merchandising, helps buyers navigate through over one million luxury design products. Personalized recommendations further tailor this discovery process.

Seamless Purchasing Experience

We deliver a seamless luxury experience in a digital environment. We pioneered a two-sided communication functionality that allows sellers and buyers to negotiate directly through our platform's message center. Our buyers also have access to a dedicated sales and customer experience teams to ensure a smooth, convenient, and personalized buying experience. As ambassadors of 1stDibs, our sales team interacts with high potential trade accounts and private clients to identify sales opportunities and to educate them on our service offerings. Buyers enjoy the flexibility of accessing our platform across devices and choosing among a wide range of payment options and purchase formats, such as Private Offer or Negotiation. Additionally, we have assembled a global network of logistics providers to allow our sellers to seamlessly ship products virtually anywhere in the world and provide a positive order fulfillment experience for buyers.

Powerful Network Effects

We created powerful network effects by leveraging our proprietary data and technology, with better supply attracting more buyers and more buyers encouraging high-quality sellers to join and remain on our online marketplace. Once in motion, the flywheel of this network enhances both seller and buyer quality and drives a competitive advantage. Having more buyers on our marketplace increases the sale potential for our luxury design sellers, causing them to list more inventory and focus more time on 1stDibs buyers. This value cycle serves as a barrier to entry against potential competition. This network effect has driven tremendous value to all parties and made 1stDibs one of the largest luxury design online marketplaces in the world with increasing returns to scale.

Fully Scalable Marketplace Model

We are the only online marketplace operating a scaled, asset-light business that offers a curated selection of luxury design products across our specific verticals. We do not own or manage inventory or directly manage fulfillment and shipping, further supporting favorable working capital dynamics as we grow. Our scalable technology platform, coupled with our valuable implementation experience, enables us to efficiently drive expansion into new geographies and verticals while supporting the creation and development of new applications.

Powerful Data and Analytics

We use proprietary data and algorithms to drive operational insights that continuously enhance our seller and buyer experiences. We leverage this data, including user behaviors, sales trends, and seller behaviors, to improve the effectiveness of our buyer targeting and conversion efforts, and increase supply growth from existing and prospective sellers. As our online marketplace grows, our data becomes increasingly valuable. This data advantage allows us to develop business processes to optimize our operations, including marketplace supply, merchandising, authentication, pricing, marketing, and servicing. We collect and share data from across the platform to improve seller tactics and help them make informed decisions about sourcing, pricing, and selling products on our online marketplace. We use internal and external data to target, acquire, and retain qualified buyers through performance-based, data-driven marketing campaigns.

Innovative and Proprietary Technology

Our highly sophisticated, purpose-built technology stack facilitates complex, multi-step online transactions and is extremely difficult to replicate. We created an extensive digital catalog in luxury design with associated metadata that is used to simplify buyer experience in an ordinarily complex purchase process. Technology powers all aspects of our business, including our complex single-SKU and multi-SKU inventory management system. We intend to continue to leverage automation and tools to improve efficiency and deliver a positive customer experience. A majority of 1stDibs buyers access our online marketplace via a mobile device, which offers a much broader set of buyer data than can be realized through the website. We believe this data advantage will continue to grow as the growth of app and mobile web usage outpaces the growth of usage of the website itself.

Diverse, Experienced, and Proven Team

We have built a talented, experienced management team led by our CEO, David Rosenblatt, who joined 1stDibs nine years ago with a vision to transform the online luxury experience. Members of our management team have helped create and grow leading luxury, design, and technology businesses globally such as Amazon, DoubleClick, eBay, Farfetch, PayPal, and Twitter, and have retained a strong entrepreneurial spirit and a wide array of knowledge. Diversity is both a priority and strength of our company. As of December 31, 2020, 71% of our senior management team and 55% of our employee base were female, and 25% of our senior management team and 31% of our employee base self-identify as ethnically diverse. Our employee base reflects diversity in backgrounds and experiences and each employee contributes different perspectives, ideas, strengths, and abilities to our business. Our culture is one of innovation and entrepreneurship, where inspired people thrive in a convergence of technology and design. Our employees think creatively, act collaboratively, and use technology and data to solve problems. Our management team's clear sense of mission, long-term focus, commitment to our core values, and focus on transforming the luxury design industry through technology are central to our success.

Our Growth Strategies

Expand Our Buyer Base

We are focused on continuing to grow our buyer base and believe we are still in the early stages of introducing a unique and growing supply of luxury design products to a much broader audience. Of our 3.5 million users as of December 31, 2020, we estimate that approximately 70% are U.S.-based and 30% are international, which represents less than 1% penetration of the population of both markets. Users represent non-seller visitors who register on our website and are identified by a unique email address, and include both buyers and non-buyers. As of December 31, 2020, 19% of buyers are located internationally. We have primarily grown our current buyer base organically through word-of-mouth, mentions in the press, and earned media. In addition to continued organic growth, we believe we can significantly increase our buyer base by utilizing targeted, data-driven marketing efforts that generate meaningful returns. We believe we can continue to expand our buyer audience across a wide swath of buyer demographics including income, geography, and age, as well as level of design experience and design preference.

Increase the Lifetime Value of Our Buyers

We plan to focus on deepening our existing buyer relationships and driving increased retention and purchase frequency to increase the LTV of our buyer base. We will continue to refine our buyer analytics, increase personalization and product recommendations, and improve our mobile experience. These initiatives will provide additional opportunities to cross-sell across verticals, driving increased engagement and expanding wallet share within our existing buyer base.

We have demonstrated that we can drive higher conversion and AOV in subsequent purchases, as well as in purchases across adjacent verticals, such as jewelry and watches, on our online marketplace to increase purchase frequency, wallet share, and LTV. Approximately 25% of 2020 Active Buyers made a purchase in more than one vertical over their lifetime as 1stDibs buyers. These buyers had an average lifetime on-platform GMV 8.6 times higher than those buyers who purchased within only one vertical. As we continue to expand into new verticals, we increase our value proposition to buyers and expect both the total number of cross-vertical buyers and LTV of cross-vertical buyers to increase.

Grow Our Marketplace Supply

We intend to further increase the supply on our online marketplace while maintaining our thorough seller vetting process, by offering a captivating value proposition and enhanced item listing tools, adding new inventory from existing sellers, and growing the range of sellers from whom we source.

We continue to enhance our value proposition for sellers. We provide broad and growing access to a global base of design-minded buyers and a platform with a comprehensive suite of tools that help our sellers successfully transact and scale their business. This value proposition drives sellers to our online marketplace, deepens the breadth of our inventory, and helps attract new buyers.

Based on responses to our 2020 interim seller survey, we believe existing sellers are steadily increasing their inventory on the 1stDibs marketplace, with our average seller now listing 55% of their total inventory on our online marketplace, versus 51% and 48% in 2019 and 2018, respectively. Further, 81% of sellers who responded to our 2020 annual seller survey indicated that they intend to increase their number of listings on our online marketplace. In addition, 34% of sellers who responded to our 2020 interim seller survey reported 1stDibs as their primary sales channel in 2020 as compared to 24% in 2019. While the COVID-19 pandemic has accelerated this shift, we believe the driving forces were already underway before the COVID-19 pandemic, as sellers and buyers recognize the benefits of transacting online. Although we believe our business has been positively impacted to some extent by these trends, we cannot predict whether these trends will continue to impact online sales growth generally, or the growth of our business, at the same rate in the future as the pandemic evolves, including if and when the pandemic begins to subside, restrictions ease, and the risk and barriers associated with in-person transactions dissipate.

We may also choose to expand our network of sellers inorganically, either through acquisitions of, or partnerships with, companies or design brands, notably within localized non-English speaking markets.

Pursue New Product Verticals and Diversification Opportunities

We have demonstrated our ability to successfully grow and diversify beyond our original offering of vintage furniture, as exemplified by our proven track record of expanding both across verticals, such as art, jewelry, and fashion, and within verticals, such as the expansion from vintage and antique furniture to include new and custom furniture. Adding verticals has several benefits, including increasing our addressable market, the number of sellers and buyers, and purchasing frequency, and offering our buyers a wider supply of inventory while strengthening our brand as a preeminent online destination for luxury design products. We believe there are also opportunities to diversify our business model by expanding into additional sales formats, including, for example, an auction format, which has traditionally been the primary sales format in our industry. We intend to continue to evaluate such diversification opportunities as part of our overall growth strategy. Our platform infrastructure is designed to scale with growth and diversification in mind.

Expand Marketing Efforts and Drive Brand Awareness

We believe that the growth of our online marketplace is a testament to our compelling value proposition for 1stDibs sellers and buyers. Our sellers and buyers are our best marketers, sharing their positive experiences directly with others. We deploy the majority of our marketing budget on performance-based, data-driven marketing campaigns to attract users and cost-effectively convert them to buyers and to retain buyers.

We also believe we have a significant opportunity to increase awareness of our brand and attract a much larger audience of buyers. We intend to broaden our marketing efforts to include additional marketing channels, including television, radio, podcasts, and online display advertising, where we believe a large opportunity currently exists to not only drive increased visibility but also deepen our connection with both existing sellers and buyers.

Expand Internationally

In 2020, the vast majority of our buyers were located in the United States and other English-speaking countries. As of December 31, 2020, 39% of the supply on our online marketplace comes from outside the United States, while only 19% of buyers are located internationally. We believe that this presents a large international expansion opportunity, particularly within France, Germany, Switzerland, Italy, and China, where

we have existing demand. Our website traffic also indicates strong international presence and opportunities for conversion, with approximately 33% of current traffic coming from outside the United States. Furthermore, in 2020, our non-U.S. on-platform GMV grew 47% with limited investment, a growth rate faster than that of our U.S. on-platform GMV, indicating that we have the opportunity to capture additional international demand.

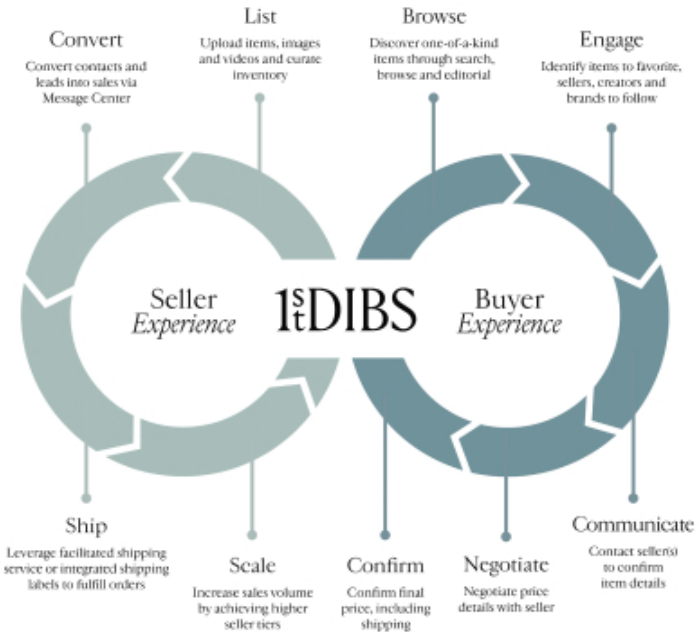
In continuing to expand internationally, we plan to focus initially on organic search and later on performance-driven paid marketing and email campaigns. We may also expand internationally through acquisitions.

1stDibs Marketplace

Our online marketplace connects a global network of sellers and buyers through a scalable, e-commerce platform. Sellers utilizing our online marketplace have significantly greater access to buyers, particularly highly engaged buyers, compared to alternative online and offline channels. Sellers can establish their presence and identity on our online marketplace, publish item descriptions and photos, curate storefronts, and communicate directly with buyers. With our platform, sellers have the flexibility to sell their products in various formats, the ability to control pricing, and access to our full suite of seller tools, analytics and education, free of additional charge, including reports, tracking, and inside perspective on pricing. In addition, our online marketplace provides access to a robust network of logistics providers to help sellers fulfill orders efficiently. These tools allow them to become more effective, targeted sellers.

Through our online marketplace, buyers have access to a curated supply of luxury design products from thoroughly vetted sellers. Our messenger service allows buyers to communicate directly with sellers and negotiate in the marketplace. Buyers can purchase products through multiple secure payment options, with the benefit of comprehensive fraud protection and prevention programs and resolution assistance in the event a buyer receives an item that is different from what was described or is damaged in transit. We offer interior designers, whom we also refer to as “trade buyers,” additional benefits such as trade-only personalized support, exclusive trade pricing, and buyer incentives through our Trade 1st program, and editorial coverage. Whether the buyer is an individual consumer or trade buyer, we provide support at the individual level through our Private Client and trade services to provide a seamless buying process.

The 1stDibs marketplace focuses on delivering high-quality seller and buyer experiences:



Curated Supply of Luxury Design Products

Our vetting specialists engage with sellers to complete a comprehensive evaluation to ensure the authenticity of the sellers and quality of service they provide. These specialists are highly trained, experienced design experts and conduct extensive due diligence on each seller. We accept approximately 10% of seller applications to join our online marketplace. This vetting process is highly scalable and helps to ensure that our buyers can continue to purchase items on our online marketplace with confidence, as we grow. Through our online marketplace, we offer a curated supply of luxury design products from leading sellers and makers across our specific verticals, offering buyers a destination to access vintage and antique furniture, new and custom furniture, jewelry and watches, art, and fashion.

Vintage and Antique Furniture

We remain the premier online destination for antique and vintage furniture and décor, sourced from prestigious, thoroughly vetted sellers from around the world. With over 450,000 luxury design pieces, we offer exceptional and iconic items from every era. Popular items include Hans Wegner lounge chairs, Charlotte Perriand stools, Florence Knoll tulip tables, Stilnovo chandeliers, and Gio Ponti desks.

New and Custom Furniture

In 2016, we expanded our furniture and décor categories to include newly created and custom designs. We now feature over 800 New and Custom brands, including Vladimir Kagan, Memphis Milano, Slash Objects, and Agresi. We differentiate from our competitors through our careful curation and broad range of exceptional sellers from bespoke makers to iconic brands. These sellers include Friedman Benda, R & Company, and Southern Guild, and they offer an extensive array of pieces at a wide range of price points, each one exemplifying extraordinary design.

Jewelry and Watches

With nearly 200,000 items, our online marketplace provides access to an expansive collection of jewelry items featuring some of the most well-known jewelers in the world. We offer our buyers access to antique, vintage, and new jewelry designs, ranging from important statement collections from some of the most prestigious jewelry houses to leading-edge pieces from new and noteworthy jewelry designers. Our sellers are thoroughly vetted for the quality and authenticity of their products. Top brands include Cartier, Van Cleef & Arpels, Boucheron, Graff, and Patek Philippe.

Art

One of the fastest growing categories, our Art vertical has seen accelerated growth in recent years. Our online marketplace provides access to over 250,000 unique artworks, which we believe represents one of the largest art collections available online. We differentiate from competitors in the expansiveness of our collection,

including works from masters such as Alexander Calder, Andy Warhol, Salvador Dali, to living artists including Hunt Slonem, and Damien Hirst. We also feature a growing collection of works by emerging artists sourced from galleries around the world. The top selling category was Prints and Multiples, followed by Paintings and Photography.

Fashion

From vintage Alexander McQueen and Tom Ford couture to rare Hermès handbags, we feature one of the most coveted collections of high-end vintage fashion and collectable accessories. We differentiate from our competitors in the quality of our sellers and our curation. Our buyers include fashion houses and museums, along with collectors and fashion lovers adding unique pieces to their archives and collections. Popular products include vintage McQueen dresses, Chanel jackets, and Hermès Birkin and Kelly handbags.

Our Seller Services

We provide sellers with the tools and guidance to build a successful online business on our marketplace. We have built a comprehensive set of tools to enable sellers on our online marketplace to quickly and easily create their storefront, list luxury design products for sale, control pricing of their listings, and connect with buyers. These tools support our sellers from the listing and marketing process to fulfillment and customer support. Sellers that effectively use our tools have increased sales and expanded their access to new global buyers. Our seller services include:

- **Storefront Services:** Sellers can customize their storefront presence on 1stDibs by uploading photos, videos, and content to distinguish themselves, and can curate their inventory and feature specific items. Sellers can make changes at their discretion at any time. This information provides more context about our thoroughly vetted sellers and builds trust with our buyer community.

- **Seller App:** The majority of sellers use our seller app to manage their 1stDibs storefront. The most frequently used app feature is Message Center, which allows sellers to respond to user inquiries quickly and create personalized Private Offers. The majority of our sellers respond to customer inquiries in less than two hours.

- **Listing:** Sellers can leverage our proprietary classification methodologies and structured data to create listings tailored to their inventory. We invest in item condition information to ensure buyers are well informed on the exact condition of their purchases. Sellers can also upload photos and videos to provide more nuanced details about the piece and show scale.

- **Item Pricing**: We empower sellers with the necessary tools to control item pricing along with their visibility on our online marketplace. They can set item pricing based on user type (consumer vs Trade pricing) or a specific user (Private Listing). Some sellers choose to list items without price using a unique format, “Price Upon Request.” While the price is not listed publicly, our platform can still facilitate transactions for these items. Furthermore, sellers can review, accept, or counter-offer negotiation requests, or create “Private Offers” for prospective buyers and “Automated Private Offers” (pre-set and triggered by buyer behavior). We have also created a pricing index, “1stDibs Insider,” which provides pricing guidance to our sellers based on historical pricing trends.

- **Logistics:** Sellers have the ability to request custom quotes, offer free or partial shipping, opt into shipping services that we help facilitate, and access tracking details via the platform. Using our platform, sellers can also select to subsidize the shipping cost and pass on savings to buyers.

- **Payment Processing:** Through our platform, sellers are able to accept a wide range of payment options, including credit card, PayPal, ACH, and Apple Pay.

- **Analytics and Seller Status**: We empower our sellers to continuously improve their business through detailed item- and store-level analytics. As sellers increase sales and collect positive buyer reviews, they are able to more fully engage with our platform benefits, such as elevated listing visibility, paid media coverage, and a dedicated support queue.

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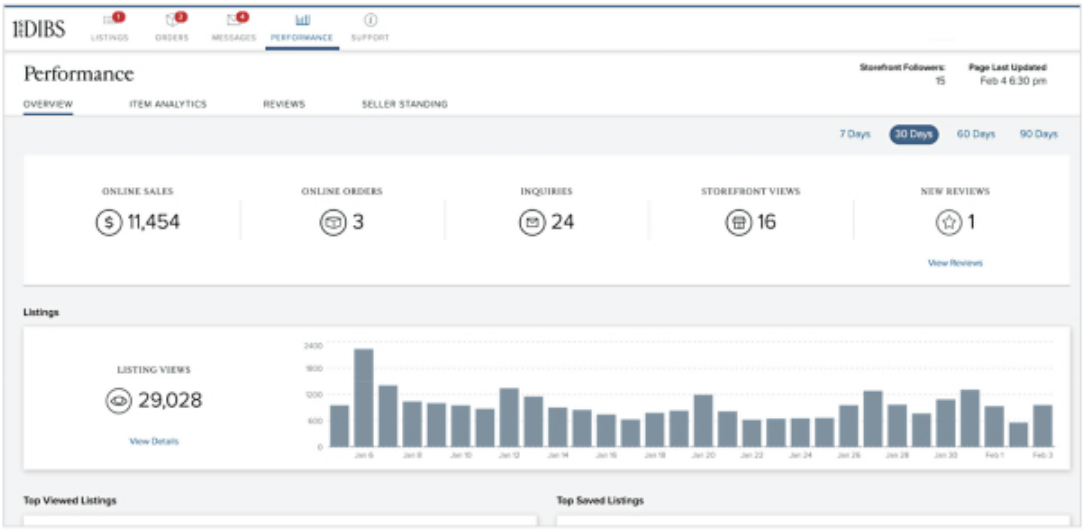
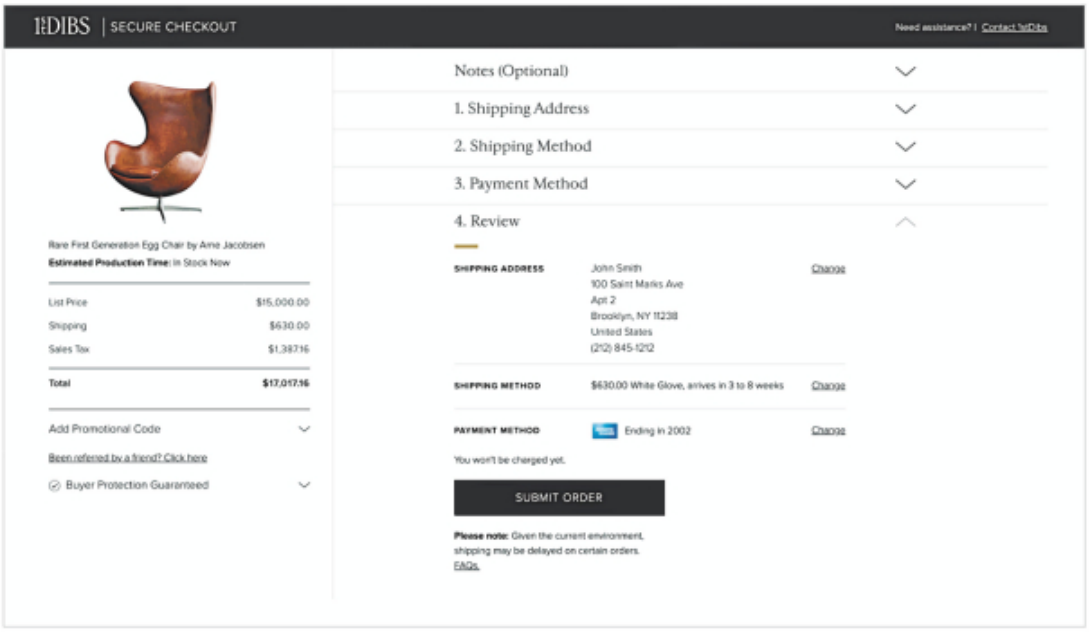
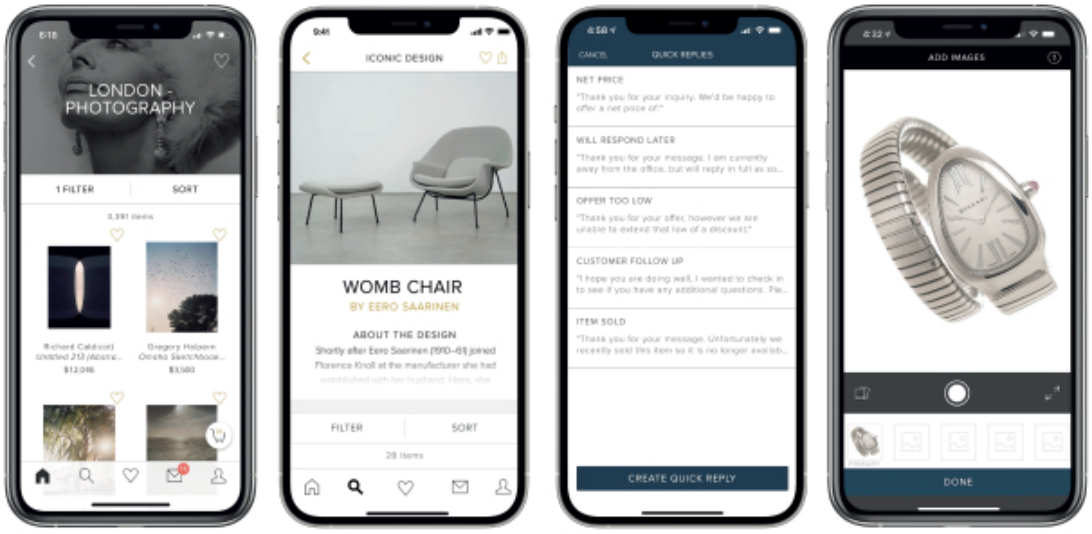


Sellers have access to various tools to convert leads, track orders, and analyze their performance



Buyers can check-out seamlessly across device types

Our mobile app is designed to provide seamless access to our online marketplace for our sellers and buyers.



Buyers can discover and shop unique items sourced from around the world

Buyers can shop our catalog of design icons

Sellers can create "Quick Replies" for faster responses

Sellers can upload item images directly via the app

Our Buyer Services

We provide buyers with tools to communicate directly with sellers, receive quick responses, negotiate prices, and access multiple payment methods for a convenient checkout experience. We curate our buyers' feeds to target their specific tastes and preferences and provide them with design inspiration through our expertly merchandised collections and our online editorial publications. Our customized private client and trade service teams provide high-touch human support for consumer and trade buyers. Our buyer services include:

- **Buyer-Seller Communication**: Given the unique inventory available on our online marketplace and the relatively high price points, buyers are likely to have questions regarding origin and item attributes. We have developed tools to facilitate communication between sellers and buyers and have added incentives for sellers to respond quickly. The majority of our sellers respond to inquiries in less than two hours. In addition, the majority of our orders include a conversation and the AOV of these orders is 80% higher than orders without a conversation. In each month in 2020, we facilitated, on average, over 36,000 conversations between sellers and buyers on our platform.
- **Negotiations**: Negotiation is a common purchase format in our verticals, and approximately 65% of our orders are negotiated. Buyers can negotiate via the "Make Offer" experience, and also receive a personalized "Private Offer" after initiating a conversation with a seller or "favoriting" an item.
- **Mobile**: In 2020, 55% of user sessions came to our online marketplace via a mobile device, either by browsing our mobile site or by using our highly rated mobile app. The bulk of our users are browsing via our mobile site. Our app users take advantage of app-specific features, including local shopping, personalized notifications, and the ability to "see" items in their homes via our augmented reality feature. While app sessions only make up approximately 5% of total sessions in 2020, they accounted for approximately 15% of total order volume.
- **Personalization**: Using a wide array of data, including from our users' preferences, site engagement, and item and seller attributes, we create many personalized experiences. These include alerts when new items from followed creators are listed, item recommendations, discovery feeds, and highly contextual emails.
- **Guided Shopping**: Storytelling, curation, and inspiration are core tenets of our user experience. Our buyers can browse top-rated interior designers' portfolios for inspiration, discover iconic products via our catalog of Iconic Designs, or learn about the latest trends in our editorial, Introspective. Our recent integration with Apple News allows a broader audience of users to discover 1stDibs.

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Our *Buyers*

We provide our Consumer and Trade Buyers with access to an exceptional breadth of luxury products from expertly vetted professional sellers around the world. Our buyers can discover and purchase at their convenience from anywhere, at any time, and enjoy personalized experiences at every touch point.

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Natalie

Consumer | Princeton, NJ

"I absolutely love design. I've been able to nurture my interest and educate myself through the site. I know that I can find what I need. I can go to that one site and find multiple sources depending on what I'm looking for at the time.

If there is an issue, I can contact the seller and I know 1stDibs is going to help me as well. So there's always that guarantee of support behind the scenes. And that should give anybody confidence, particularly when you're buying unique pieces, vintage pieces, and pieces at a high price point."

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David

Consumer | New York, NY

"What makes me the most excited about the 1stDibs experience is the ability to discover something new, from around the world. Before 1stDibs, that really wasn't an option. You'd have to travel from A to B or wherever and hunt for these shops. What makes 1stDibs so unique — and amazing — is that now you can browse from your couch while you're watching TV. It's often hard to find this one exceptional item that you're looking for. But, chances are, 1stDibs is going to have it."

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David Scott

David Scott Interiors | Trade Buyer | New York, NY

"I have been a client of 1stDibs since its inception. I always valued the access they provide to unique and special designs. 1stDibs has continually evolved — and today is an incredibly advanced and efficient way to source and shop the best of the world's vintage, antique and contemporary decorative arts. 1stDibs is our firm's primary way to access inventory and gives us peace of mind knowing we are always protected in our transactions by their guarantees and service."

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Courtney McLeod

Right Meets Left Design, LLC | Trade Buyer | New York, NY

"1stDibs enables us to find the physical manifestation of the joy we are pursuing in our Interior Design work. They have such a wide range of styles and interesting things. It's so inspiring. Our team experiences joy beyond what we're delivering for our clients. It's the constant learning, it's the discovery process, and 1stDibs gives us that — and in a really efficient way, which, as a business owner, I certainly appreciate. It makes my job easier."

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Our *Sellers*

Our sellers are gallerists, dealers, artists and craftspeople who bring unique character and luxury design to the 1stDibs platform. We connect them to a global community of buyers and deliver a platform to facilitate e-commerce at scale.

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Andrea Landolfi

Antinori Fine Jewels | Vintage & Contemporary Jewelry Seller | Rome, IT

"1stDibs has enabled us to gain a presence in the global digital jewelry market and to grow our business — especially in the U.S. market. Thanks to excellent sales support, and the 1stDibs service specialists that are able to assist clients on our behalf, we are able to concentrate our efforts on finding the best pieces for our customers. 1stDibs' handling of the logistics allows us to dedicate ourselves to the customization of our jewelry — what our customers come to us for."

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John Ballon

Two Enlighten Los Angeles | Vintage & Modern Furniture Seller | Glendale, CA

"1stDibs has continued to build on its status as the 'go-to' platform for architects, interior designers, collectors and design enthusiasts the world over. As a dealer, I'm able to reach a pool of the most desirable clients beyond my physical location."

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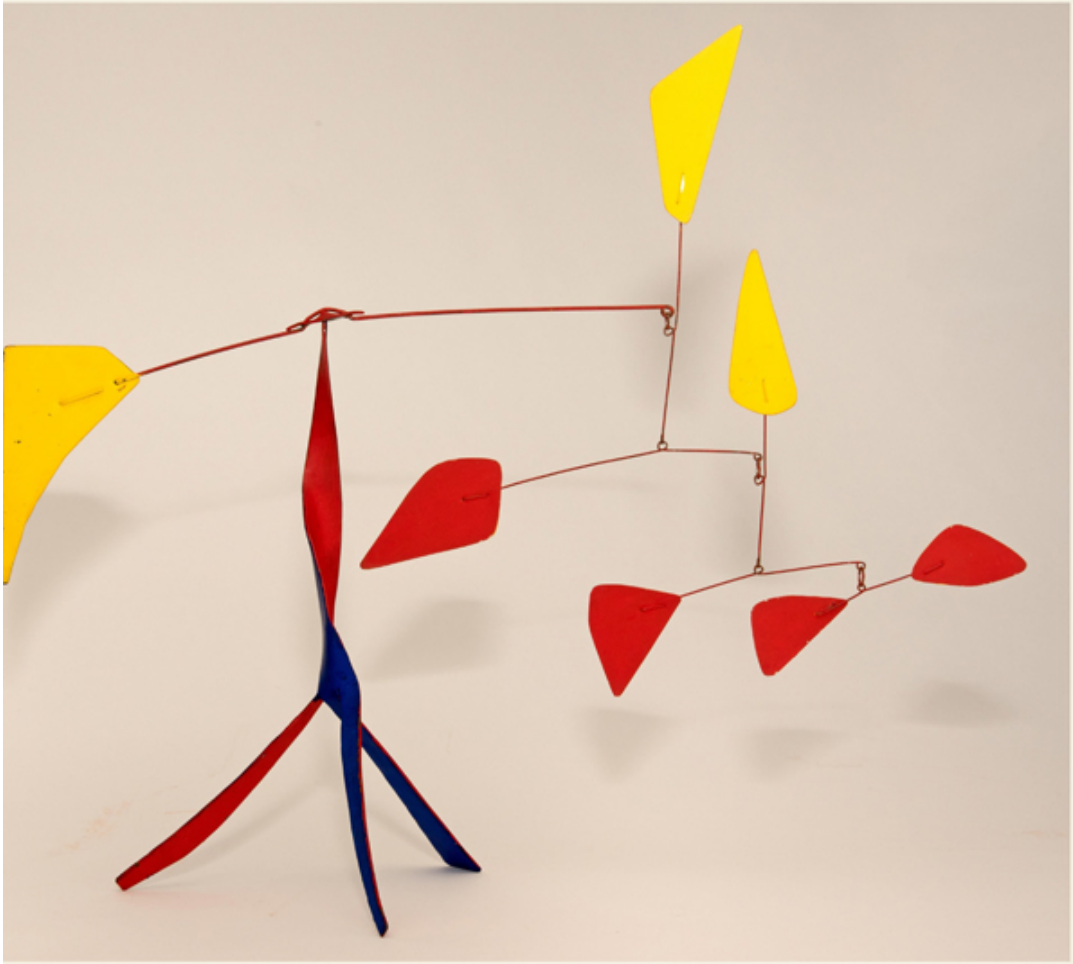

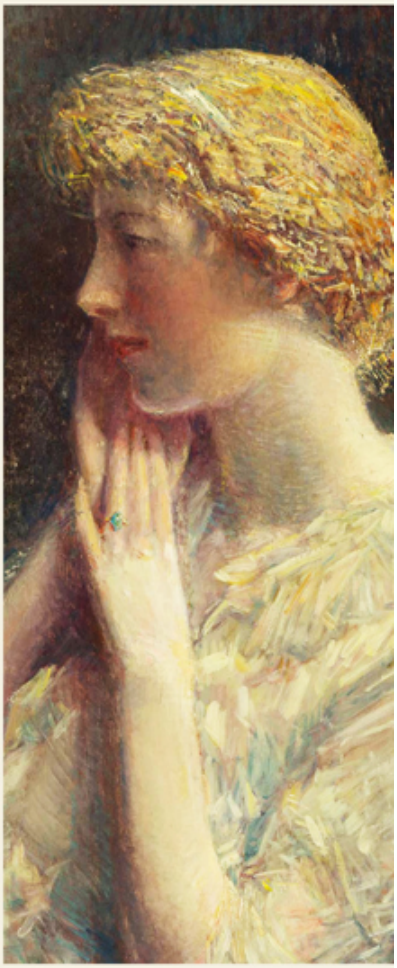

Brent Bloesser

Heather James Gallery | Fine Art Gallerist | Palm Desert, CA

"1stDibs is continually improving their platform with new features that adapt to our evolving needs. They recently added the ability to suggest additional artwork options in the chat portal that has helped us to connect our clients with the perfect pieces for their collections."

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Boris Devis

Goldwood Interiors | Vintage & Modern Furniture Seller | Antwerp, BE

"Being on 1stDibs is like having a second foundation of our business; as we say in Belgium — *one can't stand on a single leg*. 1stDibs allowed us to increase our audience exponentially, and the wide variety of buyers they deliver allows us to find an audience for a broad scope of interesting pieces, ranging from rustic modern furniture to contemporary art."

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Krista Scenna

Ground Floor Gallery | Fine Art Gallerist | Brooklyn, NY

"1stDibs allows people to bring art into their lives — it appeals to all types of collectors, with all types of budgets and all types of spaces. The message is that anyone can own art through their relationship with 1stDibs."

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Faye Kim

Faye Kim Designs | Jewelry Maker | Westport, CT

"1stDibs has been an incredible way to reach new audiences. As a small business owner with local customers, being able to cultivate clients globally was something I could only dream of before selling on 1stDibs.

Online shopping has given my high-end customers the opportunity to shop in the privacy of home, discreetly. 1stDibs recently added a live chat feature which allows us to engage with clients directly — they can ask questions, they can request pictures. A lot of clients want to see the pieces on a person. You can even upload videos. So yes, as a seller you do have that high level of engagement."

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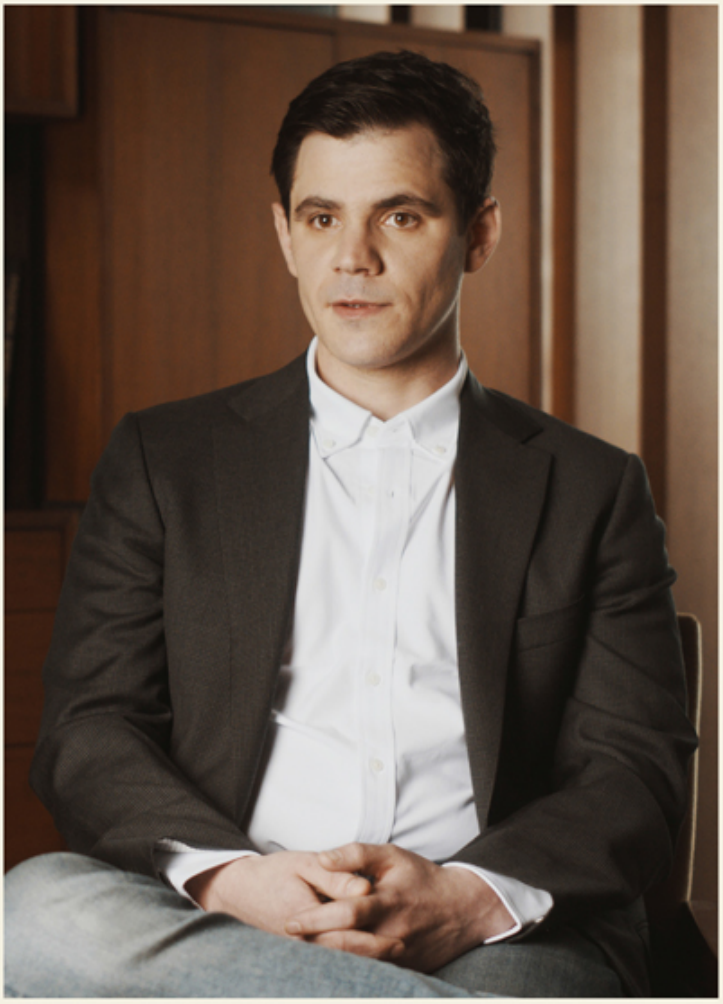

Jake Baer

Newel, LLC | Vintage & Antique Furniture Seller | Long Island City, NY

"1stDibs has been indispensable for my business. It's really important to evolve — both the technology and how we reach clients is evolving. 1stDibs really led the charge in that and changed how the design world shops — it's made it very accessible.

We feel very aligned with 1stDibs. It's helped my business become better and more efficient. It's something that we feel really great about — they want to help us grow and succeed. And we're doing that."

Our Technology and Data

Technology powers all aspects of our business. Our proprietary services-based architecture built over eight years is the foundation of our platform. It is designed to connect sellers and buyers worldwide, enabling online transactions of unique products by removing purchase frictions. We have tailored our platform to meet the requirements of our sellers, buyers, and our internal operations. We utilize the latest technologies to ensure security, performance, and scalability. Key features of our technology platform include:

- **Services-based Architecture**: Allows us to scale individual parts of the platform independently from others, increasing engineering efficiency. It also facilitates using different programming languages appropriate for specific tasks, including python for machine learning, java for big data jobs, and node for front end integrations.

- **Proprietary Database**: Includes taxonomies, structured metadata, an expansive catalog of luxury brands and designers, and an extensive library of luxury design products, product attributes, and pricing data.

- **Big Data**: Leverages browsing history on our platform, followed searches, “favorited” items, and previous purchases to generate personalized emails and on-site recommendations. Provides the ability to predict the relative likelihood of an item selling, as compared with other items, based upon price point and the quality of the listing, images, and shipping quotes.

- **Scalable Page Creation**: Utilizes unstructured on-platform search query data to create new indexable pages automatically to increase our long-tail organic search traffic and enable broader SEO/SEM coverage.

- **System Security and Business Continuity**: Infrastructure has been designed to adhere to industry best practices for secure storage and management of all sensitive data, including encryption (for data at rest as well as in transit), access logging, and internal change controls. Physical and logical access controls are in place, and personally identifiable information is obfuscated. Utilize third-party servers across multiple availability zones with data securely backed up in real time across multiple regions, with ability to rapidly migrate to alternative data centers.

Marketing

We acquire new buyers and drive traffic to our online marketplace through a mix of direct response marketing channels, with an emphasis on digital and direct mail. Our focus is on efficient growth. We derive a relatively low percentage of our traffic and orders from paid media. In 2020, we estimate that approximately 70% of new user sessions and 78% of all purchase sessions came from non-paid channels, including organic search, direct web, direct app, organic social, email, and referral.

We utilize user data and rigorous A-B testing to improve the user experience, and continuously optimize the performance of our marketing campaigns and channels. We use highly targeted promotional incentives, where appropriate, to profitably acquire and retain buyers. This data-centric approach has led to significant growth across all channels.

We focus on engaging and retaining our users with personalized experiences and elevated storytelling. We understand user preferences from their discovery and purchase history and use that data to recommend products that are most likely to drive engagement, conversion, and repeat purchasing. We offer Private Client services to our most engaged consumers, and cultivate interior designer retention through the Trade 1st program. We communicate with our buyers primarily through email, site, text, mobile push notifications, print catalogues, and organic social.

We acquire new sellers through a combination of partnerships with leading industry fairs, inbound applicants who primarily find us by word of mouth from other sellers, as well as focused lead sourcing from fairs, association, and industry groups. We review all applications from these efforts, tier them according to desirability based on their inventory quality and "salability" onsite, and then invite the approved sellers to join our online marketplace.

Services and Logistics

We are committed to offering exceptional service as an integral part of a digital luxury experience. Our 1stDibs Promise, which includes a price-match guarantee, comprehensive buyer protection, insured global delivery and more, covers all purchases on our online marketplace. Our Marketplace Trust team oversees anti-money laundering, fraud protection, buyer protection claims, post-purchase customer care, and seller performance. In addition, we provide Private Clients and trade buyers who have achieved specified spend threshold with a dedicated sales specialist and exclusive benefits. We provide additional benefits to trade buyers, including trade exclusive pricing, buyer incentives, priority support, sourcing expertise, and enhanced buyer protection, among others. Our customer experience team helps ensure the satisfaction of sellers and buyers by addressing and assisting in the resolution of questions relating to orders, deliveries, returns, and disputes. Our logistics team works closely with leading global logistics providers to facilitate seamless delivery from the sellers' locations directly to buyers, both within the United States and internationally.

Our Employees, Culture, Values and Human Capital Resources

As of March 31, 2021, we had 309 full-time employees, including 86 in technology development, 115 in sales and marketing, 32 in general and administrative, and 76 in operations.

Our human capital resources objectives include attracting, developing, and retaining personnel and enhancing diversity and inclusion in our workforce to foster community, collaboration, and creativity among our employees, and support our ability to grow our business. To facilitate these objectives, we seek to foster a diverse, inclusive, and safe workplace, with opportunities for employees to develop their talents and advance their careers.

Diversity is both a priority and strength of our company. As of March 31, 2021, 75% of our senior management team and 57% of our employee base identified as female, and 38% of our senior management team and 27% of our employee base self-identify as ethnically diverse. Our employee base reflects diversity in backgrounds and experiences and each employee contributes different perspectives, ideas, strengths, and abilities to our business. Our culture is one of innovation and entrepreneurship, where inspired people thrive in a convergence of technology and design. Our employees think creatively, act collaboratively, and use technology and data to solve problems. Our management team's clear sense of mission, long-term focus, commitment to our core values, and focus on transforming the luxury design industry through technology are central to our success.

Data Security and Protection

We are committed to the security of the sellers and buyers who transact business on our online marketplace. We collect and store certain personally identifiable information provided by our sellers and buyers and other third parties with whom we transact business, such as names, email addresses, and the details of transactions. We do not directly collect, transmit, and store personal financial information such as credit card data and other payment information and rely on third-party payment processors who provide these services on our behalf. The collection, transmission, and storage of such information is subject to stringent legal and regulatory obligations. Some of our third-party service providers, such as identity verification and payment processing providers, also regularly have access to seller and buyer data. We undertake administrative and technical measures to protect our systems and the consumer data those systems process and store. We have developed policies and procedures designed to manage data security risks, including employment of technical security defenses and continual monitoring of servers and systems. Further, as part of our efforts to protect sensitive information, we rely on a variety of security measures, including encryption and authentication

technology licensed from third parties. We also use third parties to assist in our security practices and prevent and detect fraud. We intend to continue to invest in efforts associated with the detection and prevention of security breaches and any security-related incidents.

Regulatory

Our business is subject to foreign and domestic laws and regulations applicable to companies conducting business on the Internet and in the resale market. These include laws governing areas such as personal privacy and data security, consumer protection, payment processing, sales and other taxes, and unfair and deceptive trade practices, among other areas. Related laws may govern the manner in which we store or transfer sensitive information, or impose obligations on us in the event of a security breach or inadvertent disclosure of such information. International jurisdictions impose different, and sometimes more stringent, consumer and privacy protections.

We list luxury design products from numerous sellers located throughout the United States and from over 55 countries, and the items we list from our sellers may contain materials that are subject to regulation by international, federal, state, and local governments and other regulatory authorities. In addition, numerous U.S. states and municipalities have regulations regarding the handling of antique and vintage items and licensing requirements of antique and vintage dealers. Our business activities are also subject to various restrictions under U.S. export and similar laws and regulations, as well as various economic and trade sanctions administered by the U.S. Treasury Department's Office of Foreign Assets Control. Further, various countries regulate the import of certain technology and have enacted or could enact laws that could limit our ability to provide sellers and buyers access to our platform or could limit our sellers' and buyers' ability to access or use our services in those countries.

We are also subject to various domestic and international anti-corruption laws, such as the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act, as well as other similar anti-bribery and anti-kickback laws and regulations. These laws and regulations generally prohibit companies, their employees, and their intermediaries from authorizing, offering, providing, and/or accepting improper payments or other benefits for improper purposes. Although we take precautions to prevent violations of these laws, our exposure for violating these laws increases as our international presence expands and as we increase sales and operations in foreign jurisdictions.

New legislation or regulation, the application of laws from jurisdictions whose laws do not currently apply to our business, or the application of existing laws and regulations to the Internet and e-commerce generally could result in significant additional compliance costs and responsibilities for our business.

Competition

We compete with a broad range of vendors of new and pre-owned luxury design products, including traditional brick-and-mortar entities, such as department stores, branded luxury goods stores, and specialty retailers, and entities providing access to more unique luxury goods, such as galleries, boutiques, and auction houses. We also compete with the online offerings of these traditional retail entities, as well as technology-enabled online marketplaces that may offer the same or similar goods and services that we offer.

We believe that we compete effectively based on the volume and assortment of unique luxury design products available on our online marketplace, our brand awareness and history built on trust and authenticity, the experience and value proposition we offer to sellers and buyers, and the scale of our online marketplace.

Intellectual Property

We rely on a combination of intellectual property rights, contractual protections, and other practices to protect our brand, proprietary information, technologies and processes. We primarily rely on copyright and trade

secret laws to protect our proprietary technologies and processes, including the algorithms we use throughout our business. Our principal trademark assets include the registered trademark "1stDibs" and our logos and taglines. Our trademarks are valuable assets that support our brand and consumers' perception of our services and merchandise. We also hold the rights to the "1stDibs.com" Internet domain name and various related domain names, which are subject to Internet regulatory bodies and trademark and other related laws of each applicable jurisdiction. Although we do not currently have any issued patents, we may pursue patent protection for aspects of our technology in the future. We seek to protect our proprietary information, in part, by entering into confidentiality and proprietary rights agreements with our employees and independent contractors. Our employees are also subject to invention assignment agreements. See "Risk Factors—Risks Relating to Intellectual Property."

Facilities

Our corporate headquarters are located in New York, New York, where we currently lease approximately 42,000 square feet under a lease agreement that expires on December 31, 2029. We also lease facilities in Doylestown, Pennsylvania and Wyboston, United Kingdom.

We believe that our facilities are suitable to meet our current needs. We intend to expand our facilities or add new facilities as we add employees and enter new geographic markets, and we believe that suitable additional or alternative space will be available as needed on commercially reasonable terms to accommodate any such growth.

Legal Proceedings

From time to time, we are involved in legal proceedings and subject to claims arising in the ordinary course of business. Although the results of litigation and claims cannot be predicted with certainty, we believe that the resolution of current matters will not have a material adverse effect on our business, financial condition, or results of operations. Even if any particular litigation or claim is not resolved in a manner that is adverse to our interests, such litigation can have a negative impact on us because of defense and settlement costs, diversion of management resources from our business, and other factors.

MANAGEMENT

Executive Officers, Directors, and Director Nominees

The following table sets forth information regarding our executive officers, directors, and director nominees as of May 17, 2021:

Name	Age	Position
Executive Officers		
David S. Rosenblatt	53	Chairperson, Chief Executive Officer and Director
Tu Nguyen	34	Chief Financial Officer
Melanie F. Goins	40	General Counsel
Nancy Hood	57	Chief Marketing Officer
Sarah Liebel	38	Chief Revenue Officer
Alison K. Lipman	40	Chief People Officer
Ross A. Paul	42	Chief Technology Officer
Xiaodi T. Zhang	45	Chief Product Officer
Non-Employee Directors		
Matthew R. Cohler(1)	44	Lead Independent Director
Todd A. Dagres*	60	Director
Deven J. Parekh*	51	Director
Director Nominees*		
Lori A. Hickok(1)(2)	57	Director Nominee*
Andrew G. Robb(2)(3)	44	Director Nominee*
Brian J. Schipper(2)	60	Director Nominee*
Paula J. Volent(1)(3)	64	Director Nominee*

(1) Member of the audit committee upon the effectiveness of the registration statement of which this prospectus forms a part.
(2) Member of the compensation committee upon the effectiveness of the registration statement of which this prospectus forms a part.
(3) Member of the nominating and corporate governance committee upon the effectiveness of the registration statement of which this prospectus forms a part.
* Messrs. Dagres and Parekh have elected to transition off our board of directors and the director nominees are expected to transition on to our board of directors upon the effectiveness of the registration statement of which this prospectus forms a part.

Executive Officers

David S. Rosenblatt has served as our Chief Executive Officer and as a member of our board of directors since November 2011. Mr. Rosenblatt previously served as President, Global Display Advertising, of Google, Inc. (“Google”), a multinational technology company specializing in Internet-related services and products, from October 2008 through May 2009. Mr. Rosenblatt joined Google in March 2008 in connection with Google’s acquisition of DoubleClick, a provider of digital marketing technology and services. Mr. Rosenblatt joined DoubleClick in 1997 as part of its initial management team and held several executive positions during his tenure, including Chief Executive Officer of DoubleClick from July 2005 through March 2008, and President of DoubleClick from 2000 through July 2005. Mr. Rosenblatt also serves as a member of the boards of directors of IAC Holdings, Inc. (Nasdaq: IAC), a holding company that owns several subsidiaries, primarily in the media and Internet industries, Twitter (NYSE: TWTR), a social networking service, and Farfetch UK Limited, a subsidiary of Farfetch (NYSE: FTCH), a digital marketplace for luxury fashion. Mr. Rosenblatt holds a B.A. in East Asian Studies from Yale University and an M.B.A. from the Stanford Graduate School of Business. We believe Mr. Rosenblatt brings to our board of directors an extensive experience in the online advertising and digital marketing technology and services industries, as well as significant management experience from his tenure with DoubleClick and Google, which in turn give him particular insight into business strategy and leadership, as well as a deep understanding of our industry and the Internet industry generally.

Tu Nguyen has served as our Chief Financial Officer since March 2020. Ms. Nguyen joined 1stDibs in July 2013 and most recently served as Vice President of Finance before her promotion to Chief Financial Officer. Prior to joining 1stDibs, Ms. Nguyen was with the Strategy Consulting practice at Deloitte London from 2008 to 2011, where she advised major financial institutions and government agencies across Europe and Asia on market-entry strategy, mergers and acquisitions, financial transformation and financial regulations and policy. Ms. Nguyen holds a B.S. in Management from the London School of Economics and Political Science and an M.B.A. from the Wharton School of the University of Pennsylvania.

Melanie F. Goins has served as our General Counsel since March 2021. From May 2019 until March 2021, Ms. Goins served as General Counsel for Care.com, Inc., an online family care marketplace. From August 2018 until April 2019, Ms. Goins served as General Counsel for Catalant Technologies, Inc., a software company. From March 2015 to August 2018, Ms. Goins served as Assistant General Counsel and then Associate General Counsel of Care.com, Inc. Ms. Goins holds a B.A. in Social Studies from Harvard University and a J.D. from Harvard Law School.

Nancy Hood has served as our Chief Marketing Officer since January 2019. From April 2018 to December 2018, Ms. Hood served as the Senior Vice President, Creator and Listener at SoundCloud Limited, an online audio distribution platform and music sharing website. From November 2015 to April 2018, Ms. Hood served as the Head of Consumer, PayPal Credit at PayPal Holdings, Inc. (Nasdaq: PYPL), a provider of a worldwide online payments system. Ms. Hood holds a B.A. in History and Art History from Bowdoin College and a J.D. from the New York University School of Law.

Sarah Liebel has served as our Chief Revenue Officer since January 2019. Ms. Liebel previously served as our General Manager of Trade from September 2015 to December 2018. Prior to joining 1stDibs, Ms. Liebel worked at Groupon, Inc. (“Groupon”) (Nasdaq: GRPN), a global e-commerce marketplace, from May 2011 until October 2015, where she held a number of roles, including leading deals on the corporate development team and running operations and sales at ideeli, a fashion flash-sales e-commerce company, after it was acquired by Groupon. Ms. Liebel holds a B.S. in Marketing, Finance and Business Law from Tulane University and an M.B.A. from Northwestern’s Kellogg School of Management.

Alison K. Lipman has served as our Chief People Officer since June 2019. From September 2016 until March 2018, Ms. Lipman served as a Senior Human Resources Leader for Amazon (Nasdaq: AMZN), a multinational technology company. From September 2016 until March 2018, Ms. Lipman was the head of Human Resources for the Shopbop East Dane division of BOP LLC, a subsidiary of Amazon. From April 2013 to August 2016, Ms. Lipman served on the People Team at Shutterstock, a provider of stock photography, stock footage, stock music, and editing tools, beginning as a Director and ending as Vice President, People. Ms. Lipman holds a B.A. in Psychology from American University and an M.S. in Industrial and Organizational Psychology from Baruch College.

Ross A. Paul has served as our Chief Technology Officer since January 2012. Prior to joining 1stDibs, Mr. Paul worked for MLB.com, official site of Major League Baseball, from October 2005 to December 2011, where he served as Vice President of Engineering, helping to develop innovative programs like its stat-casting application, real-time pitch classifier and live mobile streaming-video platform, as well as products for connected devices, including video game consoles, Roku and Internet-enabled TVs. Mr. Paul has a B.A. in Computational Neuroscience from Cornell University.

Xiaodi T. Zhang has served as our Chief Product Officer since March 2014, having joined 1stDibs as a Vice President in early 2012. Prior to joining 1stDibs, Ms. Zhang was the Senior Director of Product at Gilt Groupe, Inc., an online shopping and lifestyle website, during 2011. Prior to this, Ms. Zhang spent six years at eBay (Nasdaq: EBAY), a multinational e-commerce company, in various leadership roles in eBay’s Buyer Experience, Search and eBay China divisions, where she helped launch numerous key products across eBay’s 37 markets. Early in her career, Ms. Zhang managed software products at several companies in the financial services sector. Ms. Zhang has a B.A. in Economics and an M.A. in Applied Economics from Southern Methodist University.

Each executive officer serves at the discretion of our board of directors and holds office until his or her successor is duly elected and qualified or until his or her earlier resignation or removal. There are no family relationships among any of our directors or executive officers.

Non-Employee Directors

Matthew R. Cohler has served as a member of our board of directors since 2011. Mr. Cohler has been a Partner at Benchmark Capital, a venture capital firm, since June 2008. Before Benchmark Capital, Mr. Cohler served as Vice President of Product Management at Facebook, Inc. (Nasdaq: FB), a social media and networking company, from 2005 to June 2008, and as the Vice President of LinkedIn Corporation, an internet software company, from 2003 to 2005. Since November 2009, Mr. Cohler has served on the board of directors of Asana, Inc. (NYSE: ASAN), a task manager software company. Mr. Cohler previously served on the board of directors of Domo, Inc., a cloud software company, from July 2011 to March 2019, and Uber Technologies, Inc. (NYSE: UBER), a company that develops applications for road transportation, navigation, ride sharing, and payment processing solutions, from June 2017 to July 2019. Mr. Cohler holds a B.A. in Music from Yale University. We believe Mr. Cohler brings extensive venture capital and financial expertise and expertise in the technology industry to our board of directors.

Todd A. Dagres has served as a member of our board of directors since December 2012. Mr. Dagres is a co-founder and the chairperson of Liteboxer, a connected fitness company that offers boxing-style training combined with rhythm gaming and music. Mr. Dagres is a co-founder and general partner of Spark Capital, a venture capital firm, where he leads investments in 1stDibs, Freight Farms, Kateeva, and SiFive and also led Spark Capital's previous investments in Menara (acquired by IPG Photonics), Covestor (acquired by Interactive Brokers) and Verivue (acquired by Akamai). Mr. Dagres was previously a general partner at Battery Ventures, a venture capital firm, where he led investments in Akamai Technologies, Arbor Networks (acquired by Tektronix, now Danaher), Broadbus Technologies (acquired by Motorola), Redstone Communications (acquired by Siemens), River Delta Networks (acquired by Motorola), Qtera (acquired by Nortel Networks), and XCOM (acquired by Level 3 Communications). Earlier in his career, he was a senior technology analyst at Montgomery Securities, Smith Barney and Yankee Group. Mr. Dagres is also the co-founder and chairperson of Power Launch, which features a venture philanthropy fund and innovative programs that aim to help promising nonprofits scale and sustain their impact. Mr. Dagres taught as an adjunct professor at the MIT Sloan School of Management and has produced several feature films, including Pretty Persuasion, Transsiberian, Invisible Hands and Nothing Left to Fear. He is on the president's advisory board at Brigham and Women's Hospital and is a member of Boston Children's Hospital Trust Board. Mr. Dagres holds a B.S. in Psychology from Trinity College and an M.B.A. from Boston University. We believe Mr. Dagres brings extensive business and financial expertise in technology companies to our board of directors.

Deven J. Parekh has served as a member of our board of directors since 2015. Mr. Parekh joined Insight Partners, a venture capital and private equity firm, in January 2000, and has served as a Managing Director of the firm since January 2001. Mr. Parekh currently serves as board chair for Appriss Inc., a software company, and EveryAction, a donor-management software company, and also serves as a board member of several other private companies, including Calm, a meditation software company, Campaign Monitor, an email marketing software company, Checkout.com, an internet payment company, Chrono24, a luxury watch marketplace, Community Brands Holdings, LLC, a cloud-based software company, Diligent Corporation, a modern corporate governance software company, Optimizely (formerly known as Episerver), a web content management software company, Fanatics Inc., an online retail company, FloQast, an accounting software company, PDI, Inc., an enterprise management software company, Vela Trading Systems LLC (formerly SR Labs, LLC), a trading software company, Vinted, an online clothing marketplace, Wallapop, an e-commerce marketplace, and Within3, Inc., a virtual engagement software company. Mr. Parekh holds a B.S. in Economics from the Wharton School at the University of Pennsylvania. We believe Mr. Parekh brings to our board of directors extensive experience in venture capital, the technology sector, private capital markets, and corporate governance.

Director Nominees

Lori A. Hickok is expected to join our board of directors upon the effectiveness of the registration statement of which this prospectus forms a part. Since August 2018, Ms. Hickok has served as a director for CarGurus, Inc. (Nasdaq: CARG), an automotive research and shopping website. Ms. Hickok served as Executive Vice President, Chief Financial and Development Officer for Scripps Networks Interactive, Inc. ("Scripps"), a mass media company, from July 2017 to April 2018. Prior to that time, Ms. Hickok served as Scripps's Executive Vice President, Chief Financial Officer from March 2015 to June 2017, and Executive Vice President, Finance from July 2008 to February 2015. Prior to Scripps's spin off from The E.W. Scripps Company ("E.W. Scripps") (Nasdaq: SSP), a broadcasting company, on July 1, 2008, Ms. Hickok served as E.W. Scripps's Vice President and Corporate Controller from January 2002 to June 2008. Ms. Hickok first joined E.W. Scripps in 1988, as a financial analyst in the company's corporate finance department, and served as Chief Analyst for Corporate Development, New Media Operations Controller and Divisional Controller for E.W. Scripps's former cable television systems division. Ms. Hickok also serves on the board of directors of Second Harvest Food Bank of East Tennessee and YWCA Knoxville and the Tennessee Valley. Ms. Hickok is a retired certified public accountant and received a B.S. in Accounting & Finance from Miami University. We believe that Ms. Hickok's extensive finance and accounting background, including as an executive officer at a public company, make her well-qualified to serve on our board of directors.

Andrew G. Robb is expected to join our board of directors upon the effectiveness of the registration statement of which this prospectus forms a part. Since February 2020, Mr. Robb has been an investor in and advisor to multiple marketplace technology companies. Mr. Robb served as Chief Operating Officer of Farfetch Limited (NYSE: FTCH), a digital marketplace for luxury fashion, from July 2010 to February 2020. Mr. Robb previously served as Managing Director of Cocosa.com, an online shopping club, from June 2008 to June 2010. Prior to that, Mr. Robb held management positions at eBay (Nasdaq: EBAY), a multinational e-commerce company, and Peoplesound.com Ltd., an online music sharing company. Mr. Robb holds a Bachelor of Law from the University of Oxford and an MBA from INSEAD. We believe Mr. Robb's extensive business experience as a senior executive of an online luxury retail company and other online and e-commerce companies make him well qualified to serve on our board of directors.

Brian J. "Skip" Schipper is expected to join our board of directors upon the effectiveness of the registration statement of which this prospectus forms a part. Since February 2014, Mr. Schipper has served as a director of DHI Group, Inc. (NYSE: DHX) ("DHI"), an online careers platform, and has served as chairman of the board of directors of DHI since May 2019. Since May 2016, Mr. Schipper has served as the Executive Vice President and Chief People Officer for Yext, Inc. (NYSE: YEXT), a technology company. From January 2014 to March 2016, Mr. Schipper led Human Resources at Twitter (NYSE: TWTR), a social networking service. Prior to joining Twitter, Mr. Schipper served as Chief Human Resources Officer of Groupon (Nasdaq: GRPN), a global e-commerce marketplace, from June 2011 to January 2014, where he oversaw the human resources and administrative organization globally and was integral in building the infrastructure to support the company's global expansion efforts. Mr. Schipper served as Chief Human Resources Officer at Cisco Systems, Inc. (Nasdaq: CSCO), a multinational technology company, from October 2006 to June 2011. Mr. Schipper has held executive level human resources and administrative roles at Microsoft Corporation (Nasdaq: MSFT), a multinational technology company, DoubleClick, Inc., an internet services company, PepsiCo, Inc. (Nasdaq: PEP), a multinational food and beverage company, Compaq Computer Corp., an information technology company, and Harris Corporation, an information technology company. Mr. Schipper holds an MBA from Michigan State University and a B.A. from Hope College. We believe that Mr. Schipper's extensive industry experience and his human resources expertise make him well-qualified to serve on our board of directors.

Paula J. Volent is expected to join our board of directors upon the effectiveness of the registration statement of which this prospectus forms a part. Ms. Volent has served on the board of MSCI Inc. (NYSE: MSCI), a finance company, since February 2020. Since 2006, Ms. Volent has served as Senior Vice President for Investments and Chief Investment Officer of Bowdoin College. Ms. Volent previously served as Vice President for Investments of Bowdoin College from January 2002 to January 2006, and Associate Treasurer at Bowdoin College from July 2000 to December 2002. Ms. Volent holds an M.B.A. from the Yale School of Management, a

Master of Arts from the Institute of Fine Arts, New York University, and a Bachelor of Arts from the University of New Hampshire. We believe that Ms. Volent's extensive investment management background makes her well-qualified to serve on our board of directors.

Board Composition

Our business and affairs are managed by and under the direction of our board of directors, which currently consists of four members, and which we anticipate will consist of six members upon the effectiveness of the registration statement of which this prospectus forms a part. Our board of directors has approved an increase in the number of authorized directors to seven members to be effective prior to this offering. David S. Rosenblatt, our Chief Executive Officer, serves as Chairperson and Matthew R. Cohler will serve as our lead independent director. The primary responsibilities of our board of directors are to provide oversight, strategic guidance, counseling, and direction to our management. Our board of directors meets on a regular basis and additionally as required.

Messrs. Dagres and Parekh have each elected to transition off of our board of directors upon the effectiveness of the registration statement of which this prospectus forms a part, provided that the composition of our board of directors will otherwise continue to comply with applicable rules of the SEC and Nasdaq relating to corporate governance requirements, including the requirement that within one year of the completion of this offering, we have a board that is composed of a majority of "independent directors," as defined under such rules, and an audit committee, a compensation committee, and a nominating and corporate governance committee that is each composed entirely of independent directors. Our board of directors has determined that, upon effectiveness of the registration statement of which this prospectus forms a part and after giving effect to the transition of Messrs. Dagres and Parekh, five of the six directors on our board of directors after this offering will qualify as independent directors, as defined under the Nasdaq listing rules, including Matthew R. Cohler, Lori A. Hickok, Andrew G. Robb, Brian J. Schipper, and Paula J. Volent. In making these determinations, our board of directors considered the current and prior relationships that each non-employee director has with our company and all other facts and circumstances our board of directors deemed relevant in determining their independence, including the beneficial ownership of our capital stock by each non-employee director, and the transactions involving them described in "Certain Relationships and Related Party Transactions."

In accordance with the terms of our amended and restated certificate of incorporation and our amended and restated bylaws, which will be effective immediately prior to the completion of this offering, our board of directors will be divided into three classes, Class I, Class II, and Class III, with members of each class serving staggered three-year terms.

Effective upon completion of this offering, our board of directors will be divided into the following classes:

- Class I, which will consist of David S. Rosenblatt and Paula J. Volent, whose terms will expire at our first annual meeting of stockholders to be held after the completion of this offering;
- Class II, which will consist of Matthew R. Cohler and Andrew G. Robb, whose terms will expire at our second annual meeting of stockholders to be held after the completion of this offering; and
- Class III, which will consist of Lori A. Hickok and Brian J. Schipper, whose terms will expire at our third annual meeting of stockholders to be held after the completion of this offering.

At each annual meeting of stockholders to be held after the initial classification, the successors to directors whose terms then expire will be elected to serve from the time of election and qualification until the third annual meeting following their election and until their successors are duly elected and qualified. This classification of our board of directors may have the effect of delaying or preventing changes in our control or management. Our directors may be removed for cause by the affirmative vote of the holders of at least two-thirds (2/3) of our voting stock.

Lead Independent Director

Our board of directors has adopted corporate governance guidelines that provide that the board of directors shall appoint an independent director to serve as our lead independent director for so long as we have a non-independent Chairperson. Our board of directors has appointed Matthew R. Cohler to serve as our lead independent director. As lead independent director, Mr. Cohler will have primary responsibilities to preside over all meetings at which the Chairperson is not present, and serve as a liaison between the Chairperson and the independent directors.

Role of our Board of Directors in Risk Oversight/Risk Committee

One of the key functions of our board of directors is informed oversight of our risk management process. Our board of directors does not have a standing risk management committee, but rather administers this oversight function directly through our board of directors as a whole, as well as through various standing committees of our board of directors that address risks inherent in their respective areas of oversight. In particular, our board of directors is responsible for monitoring and assessing strategic risk exposure and our audit committee has the responsibility to consider and discuss our major financial risk exposures, as well as risks related to cybersecurity and reputational risks, and the steps our management has taken to monitor and control these exposures, including guidelines and policies to govern the process by which risk assessment and management is undertaken. The audit committee also monitors compliance with legal and regulatory requirements. Our compensation committee also assesses and monitors whether our compensation plans, policies, and programs comply with applicable legal and regulatory requirements.

Board Committees

Our board of directors has established an audit committee, a compensation committee, and a nominating and corporate governance committee. Our board of directors has adopted a charter for each of these committees, which complies with the applicable requirements of current Nasdaq rules. We intend to comply with future requirements to the extent they are applicable to us. Following the completion of this offering, copies of the charters for each committee will be available on the investor relations portion of our website.

Audit Committee

Upon effectiveness of the registration statement of which this prospectus forms a part, our audit committee will consist of Matthew R. Cohler, Lori A. Hickok, and Paula J. Volent. Ms. Hickok will serve as the chair of our audit committee. Our board of directors has determined that each of the members of our audit committee satisfies the independence requirements of Nasdaq and Rule 10A-3 under the Exchange Act. Each member of our audit committee can read and understand fundamental financial statements in accordance with Nasdaq audit committee requirements. In arriving at this determination, our board of directors has examined each audit committee member’s scope of experience and the nature of their prior and/or current employment.

Our board of directors has determined that each member of our audit committee qualifies as an audit committee financial expert within the meaning of SEC regulations and meets the financial sophistication requirements of the Nasdaq listing rules. In making this determination, our board has considered each member’s formal education and previous experience in financial roles. Both our independent registered public accounting firm and management periodically meet privately with our audit committee.

The functions of this committee will include, among other things:

- evaluating the performance, independence, and qualifications of our independent auditors and determining whether to retain our existing independent auditors or engage new independent auditors;

- reviewing our financial reporting processes and disclosure controls;
- reviewing and approving the engagement of our independent auditors to perform audit services and any permissible non-audit services;
- reviewing the adequacy and effectiveness of our internal control policies and procedures, including the responsibilities, budget, staffing, and effectiveness of our internal audit function;
- reviewing with the independent auditors the annual audit plan, including the scope of audit activities and all critical accounting policies and practices to be used by us;
- obtaining and reviewing at least annually a report by our independent auditors describing the independent auditors' internal quality control procedures and any material issues raised by the most recent internal quality-control review;
- monitoring the rotation of partners of our independent auditors on our engagement team as required by law;
- prior to engagement of any independent auditor, and at least annually thereafter, reviewing relationships that may reasonably be thought to bear on their independence, and assessing and otherwise taking the appropriate action to oversee the independence of our independent auditor;
- reviewing our annual and quarterly financial statements and reports, including the disclosures contained in "Management's Discussion and Analysis of Financial Condition and Results of Operations," and discussing the statements and reports with our independent auditors and management;
- reviewing with our independent auditors and management significant issues that arise regarding accounting principles and financial statement presentation and matters concerning the scope, adequacy, and effectiveness of our financial controls and critical accounting policies;
- reviewing with management and our auditors any earnings announcements and other public announcements regarding material developments;
- establishing procedures for the receipt, retention, and treatment of complaints received by us regarding financial controls, accounting, auditing, or other matters;
- reviewing and providing oversight of any related person transactions in accordance with our related person transaction policy and reviewing and monitoring compliance with legal and regulatory responsibilities, including our code of ethics;
- reviewing our major financial risk exposures, including the guidelines and policies to govern the process by which risk assessment and risk management is implemented; and
- reviewing and evaluating on an annual basis the performance of the audit committee and the audit committee charter.

We believe that the composition and functioning of our audit committee complies with all applicable requirements of the Sarbanes-Oxley Act and all applicable SEC and Nasdaq rules and regulations. We intend to comply with future requirements to the extent they become applicable to us.

Compensation Committee

Upon effectiveness of the registration statement of which this prospectus forms a part, our compensation committee will consist of Lori A. Hickok, Andrew G. Robb, and Brian J. Schipper. Mr. Schipper will serve as the chair of our compensation committee. Our board of directors has determined that each of the members of our compensation committee is a non-employee director, as defined in Rule 16b-3 promulgated under the Exchange Act, and satisfies the independence requirements of Nasdaq. The functions of this committee will include, among other things:

- reviewing and approving the corporate objectives that pertain to the determination of executive compensation;
- reviewing and making recommendations to our board of directors regarding the compensation and other terms of employment of our Chief Executive Officer and reviewing and approving the compensation and other terms of employment of our other executive officers;
- reviewing and approving performance goals and objectives relevant to the compensation of our executive officers and assessing their performance against these goals and objectives;
- making recommendations to our board of directors regarding the adoption or amendment of equity and cash incentive plans and approving amendments to such plans to the extent authorized by our board of directors;
- reviewing and assessing the independence of compensation consultants, legal counsel, and other advisors as required by Section 10C of the Exchange Act;
- administering our equity incentive plans;
- reviewing and approving the terms of any employment agreements, severance arrangements, change in control protections, indemnification agreements, and any other material arrangements for our executive officers;
- reviewing with management our disclosures under the caption “Compensation Discussion and Analysis” in our periodic reports or proxy statements to be filed with the SEC, to the extent such caption is included in any such report or proxy statement;
- preparing an annual report on executive compensation that the SEC requires in our annual proxy statement; and
- reviewing and evaluating on an annual basis the performance of the compensation committee and recommending such changes as deemed necessary with our board of directors.

We believe that the composition and functioning of our compensation committee complies with all applicable requirements of the Sarbanes-Oxley Act and all applicable SEC and Nasdaq rules and regulations. We intend to comply with future requirements to the extent they become applicable to us.

Nominating and Corporate Governance Committee

Upon effectiveness of the registration statement of which this prospectus forms a part, our nominating and corporate governance committee will consist of Andrew G. Robb and Paula J. Volent. Ms. Volent will serve serves as the chair of our nominating and corporate governance committee. Our board of directors has

determined that each of the members of our nominating and corporate governance committee satisfies the independence requirements of Nasdaq. The functions of this committee will include, among other things:

- identifying, reviewing, and making recommendations of candidates to serve on our board of directors;
- overseeing the self-evaluation of the performance of our board of directors;
- establishing procedures for the submission and consideration of nominations by stockholders of candidates for election to our board of directors;
- evaluating the current size, composition, and organization of our board of directors and its committees and making recommendations to our board of directors for approvals;
- reviewing and making recommendations to our board of directors regarding the type and amount of compensation to be paid or awarded to our non-employee board members;
- developing a set of corporate governance policies and principles and recommending to our board of directors any changes to such policies and principles;
- reviewing issues and developments related to corporate governance and identifying and bringing to the attention of our board of directors current and emerging corporate governance trends; and
- reviewing periodically the nominating and corporate governance committee charter, structure, and membership requirements and recommending any proposed changes to our board of directors, including undertaking an annual review of its own performance.

We believe that the composition and functioning of our nominating and corporate governance committee complies with all applicable requirements of the Sarbanes-Oxley Act and all applicable SEC and Nasdaq rules and regulations. We intend to comply with future requirements to the extent they become applicable to us.

Compensation Committee Interlocks and Insider Participation

None of the members of our compensation committee has ever been an executive officer or employee of ours. None of our executive officers currently serve, or has served during the last completed fiscal year, on the compensation committee or board of directors of any other entity that has one or more executive officers serving as a member of our board of directors or compensation committee.

Limitation on Liability and Indemnification of Directors and Officers

Our amended and restated certificate of incorporation, which will be effective upon completion of this offering, limits our directors' liability to the fullest extent permitted under Delaware General Corporation Law (the "DGCL"). The DGCL provides that directors of a corporation will not be personally liable for monetary damages for breach of their fiduciary duties as directors, except for liability:

- for any transaction from which the director derives an improper personal benefit;
- for any act or omission not in good faith or that involves intentional misconduct or a knowing violation of law;
- for any unlawful payment of dividends or redemption of shares; or
- for any breach of a director's duty of loyalty to the corporation or its stockholders.

If the DGCL is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of our directors shall be eliminated or limited to the fullest extent permitted by the DGCL, as so amended.

Delaware law and our amended and restated bylaws provide that we will, in certain situations, indemnify our directors and officers and may indemnify other employees and other agents, to the fullest extent permitted by law. Any indemnified person is also entitled, subject to certain limitations, to advancement, direct payment, or reimbursement of reasonable expenses (including attorneys' fees and disbursements) in advance of the final disposition of the proceeding.

In addition, we have entered, and intend to continue to enter, into separate indemnification agreements with our directors and officers. These agreements, among other things, require us to indemnify our directors and officers for certain expenses, including attorneys' fees, judgments, fines, and settlement amounts incurred by a director or officer in any action or proceeding arising out of their services as one of our directors or officers or any other company or enterprise to which the person provides services at our request.

We maintain a directors' and officers' insurance policy pursuant to which our directors and officers are insured against liability for actions taken in their capacities as directors and officers. We believe that these provisions in our amended and restated certificate of incorporation and amended and restated bylaws and these indemnification agreements are necessary to attract and retain qualified persons as directors and officers.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers, or control persons, in the opinion of the SEC, such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable.

Code of Business Conduct and Ethics for Employees, Executive Officers, and Directors

Our board of directors has adopted a Code of Business Conduct and Ethics applicable to all of our employees, executive officers, and directors, as well as a Code of Ethics applicable to our senior financial officers (collectively, the "Codes of Conduct"). The Codes of Conduct will be available on our website at *www.1stdibs.com*. Information contained on or accessible through our website is not a part of and is not incorporated by reference into this prospectus, and the inclusion of our website address in this prospectus is an inactive textual reference only. The nominating and corporate governance committee of our board of directors will be responsible for overseeing the Codes of Conduct and must approve any waivers of the Codes of Conduct for employees, executive officers, and directors. We expect that any amendments to the Codes of Conduct, or any waivers of its requirements, will be disclosed on our website.

Non-Employee Director Compensation

We have not historically paid cash retainers or other compensation with respect to service on our board of directors. We have reimbursed and will continue to reimburse all of our non-employee directors for their reasonable expenses incurred in attending meetings of our board of directors and committees of our board of directors.

We have adopted a non-employee director compensation policy that will become effective upon the date the offering price of the shares of our common stock is established. This policy will include the following cash compensation for non-employee directors, which is based on a review of director compensation at comparable companies in our industry, consisting of a $30,000 annual retainer, an additional $20,000 annual retainer for the lead director, and the following additional annual retainers for committee service, contingent upon the closing of this offering:

Committee	Chair	Member
Compensation Committee	$12,000	$ 6,000
Nominating and Corporate Governance Committee	8,000	4,000
Audit Committee	20,000	10,000

The non-employee director compensation policy also provides for the annual grant of stock options under the 2021 Plan following the conclusion of each regular annual meeting of our stockholders, commencing with the 2022 annual meeting, to each non-employee director who will continue serving as a member of our board of directors. The annual option award will be with respect to a number of shares of common stock having an aggregate fair market value equal to $150,000, based on the estimated Black-Scholes value of such stock options as of the date of grant, rounded down to the nearest whole share. Each annual option award will be granted with an exercise price per share equal to the fair market value on the date of grant and will become fully vested, subject to continued service as a director, on the earliest of the twelve (12)-month anniversary of the date of grant, the next annual meeting of stockholders following the date of grant, or the consummation of a change in control (as defined in the 2021 Plan).

If a non-employee director is elected to our board of directors after the 2022 annual meeting and other than at an annual meeting of our stockholders, such non-employee director will receive an award of stock options upon election to our board of directors that is consistent with the foregoing, provided that such grant will be prorated in accordance with the following formula:

- if a non-employee director is elected to our board of directors at least six (6) months before the date of the next annual meeting of our stockholders, such non-employee director will receive the full amount (i.e., $150,000) of such stock option award;
- if a non-employee director is elected to our board of directors less than six (6) months before, but at least three (3) months before the date of the next annual meeting of our stockholders, such non-employee director will receive half (i.e., $75,000) of such stock option award; and
- if a non-employee director is elected to our board of directors less than three (3) months before the date of the next annual meeting of our stockholders, such non-employee director will not receive any portion of such stock option award.

In addition, because the first annual option award will not be made until the 2022 annual stockholder meeting, each non-employee director who serves as a non-employee member of our board of directors on or prior to the date the offering price of the shares of our common stock is established and who is expected to continue serving as a member of our board of directors thereafter will receive a stock option award under the 2021 Plan with a grant date fair value equal to $300,000. The number of shares underlying each such award will be equal to $300,000 divided by $5.66 (which is the fair market value of a share of our common stock on the date the non-employee director compensation policy was approved by our board of directors), rounded down to the nearest whole share. This option award will be granted with an exercise price per share equal to the fair market value on the date of grant and will vest in equal annual installments over three years or, if earlier, the consummation of a change in control (as defined in the 2021 Plan).

Each non-employee director who first joins our board of directors as a non-employee member after the date the offering price of the shares of our common stock is established will receive a stock option award under the 2021 Plan with a grant date fair value equal to $300,000. The number of shares underlying each such award will be equal to $300,000 divided by the estimated Black-Scholes value of such stock options as of the date of grant, rounded down to the nearest whole share. This option award will be granted with an exercise price per share equal to the fair market value on the date of grant and will vest in equal annual installments over three years or, if earlier, the consummation of a change in control (as defined in the 2021 Plan).

The aggregate value of all compensation granted or paid, as applicable, to any non-employee director for service as a non-employee director during any twelve (12)-month period, including awards granted and cash fees we pay to such non-employee director, will not exceed $750,000 in total value, and with respect to the twelve (12)-month period in which a non-employee director is first appointed or elected to the board of directors, will not exceed $1,000,000 in total value, in each case calculating the value of any awards based on the grant date fair value of such awards as determined for financial reporting purposes.

For information regarding non-employee director compensation, see “Executive Compensation—Director Compensation.”

EXECUTIVE COMPENSATION

Our named executive officers, who consist of our principal executive officer and our two other most highly compensated executive officers, for the year ended December 31, 2020, were:

- David S. Rosenblatt, our Chief Executive Officer;
- Tu Nguyen, our Chief Financial Officer; and
- Ross A. Paul, our Chief Technology Officer.

Summary Compensation Table

Name and Principal Position	Year	Salary ($)(1)	Option Awards ($)(2)	Non-equity Incentive Plan Compensation ($)	All Other Compensation ($)	Total ($)
David S. Rosenblatt	2020	202,500	—	—	—	202,500
Chief Executive Officer						
Tu Nguyen	2020	275,000	295,020	111,760	—	681,780
Chief Financial Officer						
Ross A. Paul	2020	270,000	98,340	178,817	—	547,157
Chief Technology Officer						

(1) For 2020, Mr. Rosenblatt's annual base salary was $195,000 and Mr. Paul's annual base salary was $260,000. Ms. Nguyen's annual base salary was increased effective March 1, 2020 from $220,000 to $275,000. Because 2020 was a 53-week year and due to our bi-weekly payment schedule, each executive officer's 2020 salary amounts include an extra two weeks of pay.

(2) The amounts in this column represent the aggregate grant-date fair value of awards granted to each named executive officer, computed in accordance with the FASB Accounting Standards Codification Topic 718. See Note 17 to our audited consolidated financial statements included elsewhere in this prospectus for a discussion of the assumptions we made in determining the grant-date fair value of our equity awards.

Narrative to Summary Compensation Table

We review compensation annually for all employees, including our executives. In setting executive base salaries and bonuses and granting equity incentive awards, we consider compensation for comparable positions in the market, the historical compensation levels of our executives, individual performance as compared to our expectations and objectives, our desire to motivate our employees to achieve short- and long-term results that are in the best interests of our stockholders, and a long-term commitment to our company. We do not target a specific competitive position or a specific mix of compensation among base salary, bonus or equity incentives.

Base Salaries

In 2020, base salary was set at a level that was commensurate with the executives' duties and authorities, contributions, prior experience, and sustained performance.

Annual Cash Bonuses

We maintain an annual Executive Bonus Plan in which our executive officers, other than our Chief Executive Officer, participate. The bonus pool under the Executive Bonus Plan is determined based on the achievement of a total revenue target and an Adjusted EBITDA target. Individual bonus payouts are then determined by applying the same percentage of overall achievement of such revenue and Adjusted EBITDA

targets to each executive's target bonus. Bonuses are not guaranteed and are awarded and payable at our discretion. Executives must be employed on the date of payment to receive a bonus under the Executive Bonus Plan.

In 2020, Mr. Rosenblatt was not eligible to receive an annual cash bonus. Ms. Nguyen and Mr. Paul were eligible to earn an annual cash bonus targeted at $50,000 and $80,000, respectively, in each case based on the attainment of the performance metrics as set forth in the Executive Bonus Plan for 2020.

Equity Incentive Awards

Our equity incentive awards are designed to align our interests with those of our employees, including our named executive officers.

We have historically granted stock options to our employees, including our named executive officers, under the 2011 Plan.

Options are granted at a price not less than the fair market value on the date of grant and generally become exercisable within four years after the date of grant, subject to accelerated vesting in certain circumstances. Options generally expire ten years from the date of grant. The 2011 Plan provides for the grant of incentive stock options, which qualify for favorable tax treatment to recipients under Section 422 of the Code and non-qualified stock options. Such awards may be granted to our employees, directors and consultants.

Following the closing of this offering, equity awards will be granted to our employees, including our named executive officers, under the 1stdibs.com, Inc. 2021 Stock Incentive Plan (as described below).

Health and Welfare Benefits and Perquisites

All of our current named executive officers are eligible to participate in our employee benefit plans, including our medical, dental, vision, life and disability insurance plans, in each case on the same basis as all of our other employees. We do not maintain any executive-specific benefit or perquisite programs.

Retirement Benefits

We sponsor a tax-qualified Section 401(k) plan for our United States employees, including the named executive officers. Participants may make pre-tax and certain after-tax (Roth) salary deferral contributions to the plan from their eligible earnings up to the statutorily prescribed annual limit under the Code. An employee's interest in his or her salary deferral contributions is 100% vested when contributed.

We do not provide employees, including our named executive officers, any other retirement benefits, including but not limited to tax-qualified defined benefit plans, supplemental executive retirement plans or nonqualified defined contribution plans.

Existing Offer Letters with Our Named Executive Officers

Below are descriptions of the material terms of our offer letters with our named executive officers. The offer letters generally provide for at-will employment and set forth the named executive officer's base salary and eligibility for employee benefits.

Offer Letter with David S. Rosenblatt

On October 24, 2011, we entered into an initial offer letter with Mr. Rosenblatt to serve as Chief Executive Officer. On February 5, 2021, we entered into a new offer letter with Mr. Rosenblatt which replaced

and superseded his initial offer letter. The new offer letter provides for an annual base salary of $195,000. Mr. Rosenblatt is not entitled to any cash severance entitlement under his new offer letter. However, Mr. Rosenblatt is eligible to receive severance benefits under our Executive Severance Plan, as described in more detail under "Potential Payments upon Termination or Change in Control."

Pursuant to Mr. Rosenblatt's initial offer letter, he received 5,892,588 shares of our common stock, subject to vesting over a four-year period. All 5,892,588 shares have since vested. To assist Mr. Rosenblatt with the payment of taxes related to the issuance of these shares, we agreed to loan Mr. Rosenblatt an amount of up to forty five percent (45%) of the fair market value of such shares. Mr. Rosenblatt repaid the full amount of these loans on December 15, 2020, as described in more detail under "Certain Relationships and Related Party Transactions—Promissory Notes Issued to Mr. Rosenblatt." Mr. Rosenblatt's new offer letter also provides that he shall continue to serve on the board of directors while he is Chief Executive Officer and that the appointment of a Chairperson of the board of directors (or its equivalent) other than himself or Matthew Cohler will require his consent.

Offer Letter with Tu Nguyen

On April 2, 2013, we entered into an initial offer letter with Ms. Nguyen pursuant to which she was hired in the position of Senior Analyst, Strategic Finance. On February 5, 2021, we entered into a new offer letter with Ms. Nguyen which replaced and superseded her initial offer letter and memorialized her promotion to Chief Financial Officer. The new offer letter provides for an annual base salary of $275,000. Ms. Nguyen is not entitled to any cash severance entitlement under her new offer letter. However, Ms. Nguyen is eligible to receive severance benefits under our Executive Severance Plan, as described in more detail under "Potential Payments upon Termination or Change in Control."

Pursuant to Ms. Nguyen's initial offer letter, she received an option to purchase 20,000 shares of our common stock, subject to vesting over four years, as described in more detail under "Outstanding Equity Awards at 2020 Year End."

Offer Letter with Ross A. Paul

On December 12, 2011, we entered into an initial offer letter with Mr. Paul to serve as our Chief Technology Officer. On February 5, 2021, we entered into a new offer letter with Mr. Paul which replaced and superseded his initial offer letter. The new offer letter provides for an annual base salary of $260,000. Mr. Paul is not entitled to any cash severance entitlement under his new offer letter. However, Mr. Paul is eligible to receive severance benefits under our Executive Severance Plan, as described in more detail under "Potential Payments upon Termination or Change in Control."

Pursuant to Mr. Paul's initial offer letter, he received an option to purchase one percent (1%) of our outstanding shares of our common stock at the time of his hire, subject to vesting over four years, as described in more detail under "Outstanding Equity Awards at 2020 Year End."

Employee Assignment of Intellectual Property, Confidentiality and Non-Competition Agreements

Each of our named executive officers has executed a form of our standard Employee Assignment of Intellectual Property, Confidentiality and Non-Competition Agreement which contains customary restrictions on competition, solicitation and disclosure of confidential information as well as provisions regarding the assignment of intellectual property.

Outstanding Equity Awards at 2020 Year End

The following table presents information regarding outstanding equity awards held by our named executive officers as of December 31, 2020. All of the option awards were granted under the 2011 Plan. The terms of the 2011 Plan are described below under "Equity Incentive Plans." All of the option awards were granted with a per share exercise price equal to the fair market value of one share of our common stock on the date of grant.

			Option Awards				
Name	Grant Date		Vesting Commencement Date	Number of Securities Underlying Unexercised Options Exercisable (#)	Number of Securities Underlying Unexercised Options Unexercisable (#)	Option Exercise Price ($)	Option Expiration Date
David S. Rosenblatt	5/14/2019	(1)	03/01/2019	262,500	337,500	1.52	5/14/2029
	2/11/2016	(2)	11/01/2015	2,000,000	—	1.29	2/11/2026
Tu Nguyen	6/19/2020	(1)	03/01/2020	84,375	365,625	1.53	6/19/2030
	5/14/2019	(1)	03/01/2019	21,875	28,125	1.52	5/14/2029
	11/29/2018	(1)	11/01/2018	39,062	35,938	1.49	11/29/2028
	5/15/2018	(1)	03/01/2018	10,312	4,688	1.37	5/15/2028
	7/27/2017	(1)	03/01/2017	4,687	313	1.34	7/27/2027
	11/20/2015	(2)	03/01/2015	10,000	—	1.29	11/20/2025
	4/30/2014	(3)	08/01/2013	13,250	—	1.29	4/30/2024
Ross A. Paul	6/19/2020	(1)	03/01/2020	28,125	121,875	1.53	6/19/2030
	5/14/2019	(1)	03/01/2019	1,667	22,500	1.52	5/14/2029
	5/15/2018	(2)	03/01/2018	34,375	15,625	1.37	5/15/2028
	2/11/2016	(2)	01/01/2016	342,500	—	1.29	2/11/2026
	4/30/2014	(2)	03/01/2014	152,000	—	1.29	4/30/2024
	6/29/2012	(3)	01/01/2012	321,940	—	1.06	6/29/2022

(1) Option vests monthly over a forty-eight (48)-month period following the vesting commencement date. In the event of a termination of the named executive officer's employment by us without "cause" (as defined in the 2011 Plan) or by the named executive officer for "good reason" (as defined in the applicable award agreement), in each case within twelve (12) months of a "sale event" (as defined in the 2011 Plan), such option will accelerate and become fully vested.

(2) Option vests monthly over a forty-eight (48)-month period following the vesting commencement date.

(3) Option vests over a forty-eight (48)-month period, with twenty-five percent (25%) vesting on the first anniversary of the vesting commencement date and the remaining portion vesting in thirty-six (36) equal monthly installments thereafter.

Potential Payments upon Termination or Change in Control

Executive Severance Plan

In February 2021, we adopted an Executive Severance Plan (the "Executive Severance Plan") applicable to our Chief Executive Officer and members of our executive management team who report directly to our Chief Executive Officer (including each of our named executive officers) that will become effective upon the effectiveness of the registration statement of which this prospectus forms a part. Under the Executive Severance Plan, if a named executive officer's employment is terminated (i) by the named executive officer with "good reason" (as defined in the Executive Severance Plan), (ii) by us without "cause" (as defined in the Executive Severance Plan) or (iii) due to the named executive officer's death or the named executive officer becoming disabled, and provided the named executive officer (or his or her estate or representative, as applicable) signs and does not revoke our standard release of claims and complies with all applicable restrictive covenants and contractual obligations, the named executive officer will be entitled to receive:

- salary continuation payments for twelve (12) months following the named executive officer's termination of employment;
- subsidized continued health insurance coverage under the Consolidated Budget Reconciliation Act of 1985, as amended ("COBRA"), for the named executive officer and his or her eligible dependents for a period of twelve (12) months following termination of employment; and
- reasonable outplacement assistance with an outplacement firm of our choosing.

If any named executive officer's employment is terminated (i)(A) by the named executive officer with good reason, (B) by us without cause or (C) due to the named executive officer's death or the named executive officer becoming disabled, and (ii) such termination occurs within twelve (12) months after a "change in control" (as defined in the Executive Severance Plan), and provided the named executive officer (or his or her estate or representative, as applicable) signs and does not revoke our standard release of claims and complies with all applicable restrictive covenants and contractual obligations, the named executive officer will be entitled to receive:

- continued payments of an amount equal to the sum of (A) the named executive officer's then current base salary plus (B) the named executive officer's then current target annual bonus, in equal installments for a period of twelve (12) months following the named executive officer's termination of employment;
- full vesting acceleration with respect to all outstanding equity compensation awards, with post-termination exercisability as specified in the applicable equity award agreement;
- subsidized continued health insurance coverage under COBRA for the named executive officer and his or her eligible dependents for a period of twelve (12) months following termination of employment; and
- reasonable outplacement assistance with an outplacement firm of our choosing.

In addition, in the event any of the payments or benefits provided for under the Executive Severance Plan or otherwise payable to a named executive officer would constitute a "parachute payment" within the meaning of Section 280G of the Code and could be subject to the related excise tax, the named executive officer would be entitled to receive either full payment of such payments and benefits or such lesser amount which would result in no portion of the payments and benefits being subject to the excise tax, whichever results in the greater amount of after-tax benefits to the named executive officer.

To the extent that an eligible named executive officer participates in any other plan or has entered into another agreement with us that also provides for one or more of the severance benefits provided under the Executive Severance Plan, then with respect to each such payment or benefit, the named executive officer will be entitled to receive either (i) such payment or benefit under such other agreement or (ii) the payment or benefit provided under the Executive Severance Plan, whichever of the foregoing results in the receipt by the named executive officer on an after-tax basis of the greater payment or benefit, and provided that the named executive officer does not receive any duplication of payments or benefits. None of the named executive officers is eligible to receive severance payments or benefits under any other plan or agreement with us.

Equity Awards

As described in the "Outstanding Equity Awards at 2020 Year End" table above, the award agreements for certain stock option grants made to our named executive officers include double-trigger vesting acceleration provisions, such that in the event of a termination of the named executive officer's employment by us without "cause" (as defined in the 2011 Plan) or by the named executive officer for "good reason" (as defined in the applicable award agreement), in each case within twelve (12) months of a "sale event" (as defined in the 2011 Plan), such option will accelerate and become fully vested. Additionally, vesting of equity awards held by our named executive officers will accelerate as provided for under the Executive Severance Plan.

Equity Incentive Plans

2011 Stock Option and Grant Plan

The following is a description of the material terms of the 2011 Plan. The summary below does not contain a complete description of all provisions of the 2011 Plan and is qualified in its entirety by reference to the 2011 Plan, a copy of which will be included as an exhibit to this registration statement.

General. We adopted the 2011 Plan on September 2, 2011 and amended and restated the 2011 Plan on December 14, 2011.

As of March 31, 2021, 3,799,891 shares of common stock remained available for future issuance under the 2011 Plan, and options to purchase a total of 12,645,060 shares of our common stock were outstanding under the 2011 Plan. The weighted-average exercise price of the options outstanding under the 2011 Plan was $1.91 per share.

Following the completion of this offering, no additional awards and no shares of our common stock will remain available for future issuance under the 2011 Plan. However, the 2011 Plan will continue to govern the terms and conditions of the outstanding awards previously granted thereunder. Shares originally reserved for issuance under the 2011 Plan, but which are not subject to outstanding options on the effective date of the 2021 Plan, and shares subject to outstanding options under the 2011 Plan on the effective date of the 2021 Plan that are subsequently forfeited or terminated for any reason before being exercised or becoming vested will again become available for awards under our 2021 Plan.

The 2011 Plan provides for the grant of ISOs to employees and the grant of NSOs to employees, non-employee directors, advisors and consultants. The 2011 Plan also provides for the grants of restricted stock awards, unrestricted stock awards, and restricted stock units to employees, non-employee directors, advisors and consultants.

Administration. The 2011 Plan has been administered by our board of directors, and may be amended, suspended or terminated by our board of directors, without stockholder approval, unless stockholder approval is required by applicable law, regulations or stock exchange listing standards.

Authorized Shares. We reserved 28,091,260 shares of our common stock for issuance under the 2011 Plan. In the event of a stock split, reverse stock split, stock dividend, combination or reclassification of the shares or similar transaction affecting the shares, any change in the number of shares effected without receipt of consideration by us or any other transaction with respect to our common stock as the 2011 Plan administrator may determine (including a merger, consolidation, or sale of all or substantially all of our assets), the 2011 Plan administrator will proportionately adjust the number of shares covered by outstanding awards, the number of shares available for issuance as future awards under the 2011 Plan, the exercise or purchase price of outstanding awards and any other terms that the 2011 Plan administrator determines require adjustment.

Stock Options. The 2011 Plan administrator determines the exercise price for each stock option, provided that the exercise price of an option must equal at least one hundred percent (100%) of the common stock fair market value on the date of grant and the term of an option may not exceed ten (10) years, provided further, that no ISO may be granted to any stockholder holding more than ten percent (10%) of the voting shares of the company unless the option exercise price is at least one hundred and ten percent (110%) of the common stock fair market value subject to the option on the date of grant, and the term of the ISO does not exceed five (5) years from the date of grant. No option may be transferred by the optionholder other than by will or the laws of descent or distribution. Each option may be exercised during the optionholder’s lifetime solely by the optionholder. Options granted under the 2011 Plan generally vest at the rate of 25% after one year from the vesting commencement date and in equal monthly installments thereafter for an additional three years. As

described under “Potential Payments upon Termination or Change in Control”, certain stock options granted to executives include double-trigger vesting acceleration provisions, pursuant to which such stock options will fully vest upon an involuntary termination of employment within twelve (12) months of a “sale event” (as defined in the 2011 Plan). Upon the termination of an optionholder’s service as an employee, non-employee director, or consultant for any reason other than death or disability, such optionholder may exercise his or her vested options for three (3) months after the date service terminates. In the case of the optionholder’s termination of service as a result of the optionholder’s death or disability, the option will remain exercisable for twelve (12) months following such termination. Notwithstanding the foregoing, no option may be exercised after the expiration of its term.

Restricted Stock. Restricted stock is a share award that may be conditioned upon continued service, the achievement of performance objectives or the satisfaction of any other criteria that the 2011 Plan administrator may specify in a restricted stock agreement. Upon the grant of a restricted stock award and payment of any applicable purchase price, a grantee of restricted stock is considered the record owner of and is entitled to vote the restricted stock if, and to the extent, such shares of stock are entitled to voting rights, subject to such conditions contained in the restricted stock agreement. Restricted stock may not be sold, transferred, or otherwise disposed of except as specifically provided in the restricted stock agreement. If a grantee’s service with us terminates, we have the right, as may be specified in the relevant restricted stock agreement, to repurchase some or all of the shares of our common stock subject to the award at such purchase price as is set forth in the restricted stock agreement.

Unrestricted Stock Awards and Restricted Stock Units. We have not granted any unrestricted stock awards or restricted stock unit awards under the 2011 Plan.

Corporate Transactions. The 2011 Plan provides that, in the event of a merger, consolidation, sale of all or substantially all of our assets or sale of 50% or more of our voting stock to a third party, all outstanding stock options and restricted stock awards will terminate unless assumed by the successor entity, or new stock awards of the successor entity are substituted therefore. In the event of the forfeiture of a restricted stock award, such restricted stock will be repurchased from the holder at a price per share equal to the lower of the original purchase price or the current fair market value. We also have the right, but not the obligation, to provide a cash payment to optionholders and holders of restricted stock awards, without their consent, in exchange for the cancellation of such awards, in an amount equal to the consideration payable per share pursuant to the applicable sale event, multiplied by the number of shares subject to the outstanding awards (and reduced by the aggregate exercise price, in the case of stock options).

2021 Stock Incentive Plan

The 2021 Plan was adopted by our board of directors on May 11, 2021, and our stockholders approved the 2021 Plan on , 2021. The 2021 Plan will become effective upon the effectiveness of the registration statement of which this prospectus forms a part. Once the 2021 Plan is effective, no further grants will be made under our 2011 Plan.

Stock Awards. The 2021 Plan provides for the grant of incentive stock options (“ISOs”), nonstatutory stock options (“NSOs”), restricted share awards, stock unit awards, stock appreciation rights, cash-based awards, and performance-based stock awards, or collectively, stock awards. ISOs may be granted only to our employees, including officers, and the employees of our parent or subsidiaries. All other stock awards may be granted to our employees, officers, our non-employee directors, and consultants and the employees and consultants of our parent, subsidiaries, and affiliates.

Share Reserve. The aggregate number of shares of our common stock that may be issued pursuant to stock awards under the 2021 Plan will not exceed the sum of (x) thirteen million (13,000,000) shares (as adjusted for stock splits, stock dividends, combinations, and the like), plus (y) the sum of (1) the number of reserved

shares not issued or subject to outstanding awards under the 2011 Plan, on the effective date of the 2021 Plan and (2) the number of shares subject to outstanding stock awards granted under the 2011 Plan and that, following the effective date of the 2021 Plan, (A) are subsequently forfeited or terminated for any reason before being exercised or settled, (B) are not issued because such stock award is settled in cash, (C) are subject to vesting restrictions and are subsequently forfeited, (D) are withheld or reacquired to satisfy the applicable exercise, strike or purchase price, or (E) are withheld or reacquired to satisfy a tax withholding obligation, plus (z) an annual increase on the first day of each fiscal year, for a period of not more than ten (10) years, beginning on January 1, 2022 and ending on (and including) January 1, 2031, in an amount equal to the lesser of (i) five percent (5%) of the outstanding shares on the last day of the immediately preceding fiscal year or (ii) such lesser amount (including zero) that the Compensation Committee (as defined below) determines for purposes of the annual increase for that fiscal year.

If restricted shares or shares issued upon the exercise of options are forfeited, then such shares shall again become available for awards under the 2021 Plan. If stock units, options, or stock appreciation rights are forfeited or terminate for any reason before being exercised or settled, or an award is settled in cash without the delivery of shares to the holder, then the corresponding shares will again become available for awards under the 2021 Plan. Any shares withheld to satisfy the exercise price or tax withholding obligation pursuant to any award of options or stock appreciation rights shall again become available for awards under the 2021 Plan. If stock units or stock appreciation rights are settled, then only the number of shares (if any) actually issued in settlement of such stock units or stock appreciation rights shall reduce the number of shares available under the 2021 Plan, and the balance (including any shares withheld to cover taxes) shall again become available for awards under the 2021 Plan.

Shares issued under the 2021 Plan shall be authorized but unissued shares or treasury shares. As of the date hereof, no awards have been granted and no shares of our common stock have been issued under the 2021 Plan.

Incentive Stock Option Limit. The maximum number of shares of our common stock that may be issued upon the exercise of ISOs under the 2021 Plan is thirteen million (13,000,000) shares (as adjusted for stock splits, stock dividends, combinations, and the like).

Grants to Outside Directors. The aggregate value of all compensation granted or paid, as applicable, to any outside director for service as an outside director during any twelve (12)-month period, including awards granted and cash fees we pay to such outside director, will not exceed $750,000 in total value, and with respect to the twelve (12)-month period in which an outside director is first appointed or elected to the board of directors, will not exceed $1,000,000 in total value, in each case calculating the value of any awards based on the grant date fair value of such awards as determined for financial reporting purposes.

Administration. The 2021 Plan will be administered by a committee appointed by our board of directors (the “Compensation Committee”). Subject to the limitations set forth in the 2021 Plan, the Compensation Committee will have the authority to determine, among other things, to whom awards will be granted, the number of shares subject to awards, the term during which an option or stock appreciation right may be exercised and the rate at which the awards may vest or be earned, including any performance criteria to which they may be subject. The Compensation Committee also will have the authority to determine the consideration and methodology of payment for awards.

Repricing; Cancellation and Re-Grant of Stock Awards. The Compensation Committee will have the authority to modify outstanding awards under the 2021 Plan. Subject to the terms of the 2021 Plan, the Compensation Committee will have the authority to cancel any outstanding stock award in exchange for new stock awards, cash, or other consideration, without stockholder approval but with the consent of any adversely affected participant.

Stock Options. A stock option is the right to purchase a certain number of shares of stock, at a certain exercise price, in the future. Under the 2021 Plan, ISOs and NSOs are granted pursuant to stock option

agreements adopted by the Compensation Committee. The Compensation Committee determines the exercise price for a stock option, within the terms and conditions of the 2021 Plan, provided that the exercise price of a stock option generally cannot be less than one hundred percent (100%) of the fair market value of our common stock on the date of grant. Options granted under the 2021 Plan vest at the rate specified by the Compensation Committee.

Stock options granted under the 2021 Plan generally must be exercised by the optionee before the earlier of the expiration of such option or the expiration of a specified period following the optionee's termination of employment. Each stock option agreement will set forth the extent to which the option recipient will have the right to exercise the option following the termination of the recipient's service with us, and the right to exercise the option of any executors or administrators of the award recipient's estate or any person who has acquired such options directly from the award recipient by bequest or inheritance.

Payment of the exercise price may be made in cash or, if provided for in the stock option agreement evidencing the award, (1) by surrendering, or attesting to the ownership of, shares which have already been owned by the optionee, (2) future services or services rendered to us or our affiliates prior to the award, (3) by delivery of an irrevocable direction to a securities broker to sell shares and to deliver all or part of the sale proceeds to us in payment of the aggregate exercise price, (4) by delivery of an irrevocable direction to a securities broker or lender to pledge shares and to deliver all or part of the loan proceeds to us in payment of the aggregate exercise price, (5) by a "net exercise" arrangement, (6) by delivering a full-recourse promissory note, or (7) by any other form that is consistent with applicable laws, regulations, and rules.

Tax Limitations on Incentive Stock Options. The aggregate fair market value, determined at the time of grant, of our common stock with respect to ISOs that are exercisable for the first time by an optionholder during any calendar year under all of our stock plans may not exceed $100,000. Options or portions thereof that exceed such limit will generally be treated as NSOs. No ISO may be granted to any person who, at the time of the grant, owns or is deemed to own stock possessing more than ten percent (10%) of our total combined voting power or that of any of our affiliates unless (1) the option exercise price is at least one hundred ten percent (110%) of the fair market value of the stock subject to the option on the date of grant, and (2) the term of the ISO does not exceed five years from the date of grant.

Restricted Share Awards. The terms of any awards of restricted shares under the 2021 Plan will be set forth in a restricted share agreement to be entered into between us and the recipient. The Compensation Committee will determine the terms and conditions of the restricted share agreements, which need not be identical. A restricted share award may be subject to vesting requirements or transfer restrictions or both. Restricted shares may be issued for such consideration as the Compensation Committee may determine, including cash, cash equivalents, full recourse promissory notes, past services and future services. Award recipients who are granted restricted shares generally have all of the rights of a stockholder with respect to those shares, provided that dividends and other distributions will not be paid in respect of unvested shares unless and until the underlying shares vest.

Stock Unit Awards. Stock unit awards give recipients the right to acquire a specified number of shares of stock (or cash amount) at a future date upon the satisfaction of certain conditions, including any vesting arrangement, established by the Compensation Committee and as set forth in a stock unit award agreement. A stock unit award may be settled by cash, delivery of stock, a combination of cash and stock as deemed appropriate by the Compensation Committee. Recipients of stock unit awards generally will have no voting or dividend rights prior to the time the vesting conditions are satisfied and the award is settled. At the Compensation Committee's discretion and as set forth in the stock unit award agreement, stock units may provide for the right to dividend equivalents. Dividend equivalents may not be distributed prior to settlement of the stock unit to which the dividend equivalents pertain and the value of any dividend equivalents payable or distributable with respect to any unvested stock units that do not vest will be forfeited.

Stock Appreciation Rights. Stock appreciation rights generally provide for payments to the recipient based upon increases in the price of our common stock over the exercise price of the stock appreciation right. The Compensation Committee determines the exercise price for a stock appreciation right, which generally cannot be less than one hundred percent (100%) of the fair market value of our common stock on the date of grant. A stock appreciation right granted under the 2021 Plan vests at the rate specified in the stock appreciation right agreement as determined by the Compensation Committee. The Compensation Committee determines the term of stock appreciation rights granted under the 2021 Plan, up to a maximum of ten years. Upon the exercise of a stock appreciation right, we will pay the participant an amount in stock, cash, or a combination of stock and cash as determined by the Compensation Committee, equal to the product of (1) the excess of the per share fair market value of our common stock on the date of exercise over the exercise price, multiplied by (2) the number of shares of common stock with respect to which the stock appreciation right is exercised.

Other Stock Awards. The Compensation Committee may grant other awards based in whole or in part by reference to our common stock. The Compensation Committee will set the number of shares under the stock award and all other terms and conditions of such awards.

Cash-Based Awards. A cash-based award is denominated in cash. The Compensation Committee may grant cash-based awards in such number and upon such terms as it shall determine. Payment, if any, will be made in accordance with the terms of the award, and may be made in cash or in shares of common stock, as determined by the Compensation Committee.

Performance-Based Awards. The number of shares or other benefits granted, issued, retainable and/or vested under a stock or stock unit award may be made subject to the attainment of performance goals. The Compensation Committee may utilize any performance criteria selected by it in its sole discretion to establish performance goals.

Changes to Capital Structure. In the event of a recapitalization, stock split, or similar capital transaction, the Compensation Committee will make appropriate and equitable adjustments to the number of shares reserved for issuance under the 2021 Plan, the number of shares that can be issued as incentive stock options, the number of shares subject to outstanding awards and the exercise price under each outstanding option or stock appreciation right.

Transactions. If we are involved in a merger or other reorganization, outstanding awards will be subject to the agreement or merger or reorganization. Subject to compliance with applicable tax laws, such agreement will provide for (1) the continuation of the outstanding awards by us, if we are a surviving corporation, (2) the assumption or substitution of the outstanding awards by the surviving corporation or its parent or subsidiary, (3) immediate vesting, exercisability, and settlement of the outstanding awards followed by their cancellation, or (4) settlement of the intrinsic value of the outstanding awards (whether or not vested or exercisable) in cash, cash equivalents, or equity (including cash or equity subject to deferred vesting and delivery consistent with the vesting restrictions applicable to such award or the underlying shares) followed by cancellation of such awards.

Change of Control. The Compensation Committee may provide, in an individual award agreement or in any other written agreement between a participant and us, that the stock award will be subject to acceleration of vesting and exercisability in the event of a change of control.

Transferability. Unless the Compensation Committee provides otherwise, no award granted under the 2021 Plan may be transferred in any manner (prior to the vesting and lapse of any and all restrictions applicable to shares issued under such award), except by will, the laws of descent and distribution, or pursuant to a domestic relations order.

Amendment and Termination. Our board of directors will have the authority to amend, suspend, or terminate the 2021 Plan, provided that such action does not materially impair the existing rights of any

participant without such participant's written consent. No ISOs may be granted after the tenth anniversary of the date our board of directors adopted the 2021 Plan.

Recoupment. In the event that we are required to prepare restated financial results owing to an executive officer's intentional misconduct or grossly negligent conduct, the board of directors (or a designated committee) will have the authority, to the extent permitted by applicable law, to require reimbursement or forfeiture to us of the amount of bonus or incentive compensation (whether cash-based or equity-based) such executive officer received during the three fiscal years preceding the year the restatement is determined to be required, to the extent that such bonus or incentive compensation exceeds what the officer would have received based on an applicable restated performance measure or target. We will recoup incentive-based compensation from executive officers to the extent required under the Dodd-Frank Wall Street Reform and Consumer Protection Act and any rules, regulations and listing standards that may be issued under that act.

2021 Employee Stock Purchase Plan

The ESPP was adopted by our board of directors on May 11, 2021, and our stockholders approved the ESPP on , 2021. The ESPP will become effective upon the effectiveness of the registration statement of which this prospectus forms a part.

General. The ESPP is intended to qualify as an "employee stock purchase plan" under Code Section 423, except as explained below under the heading "*International Participation*." During regularly scheduled "offerings" under the ESPP, participants will be able to request payroll deductions and then expend the accumulated deduction to purchase a number of shares of our common stock at a discount and in an amount determined in accordance with the ESPP's terms.

Shares Available for Issuance. The ESPP will have two million four hundred thousand (2,400,000) of authorized but unissued or reacquired shares of our common stock (as adjusted for stock splits, stock dividends, combinations, and the like) reserved for issuance under the ESPP, plus an additional number of shares to be reserved annually on the first day of each fiscal year for a period of not more than ten years, beginning on January 1, 2022, in an amount equal to the least of (i) one percent (1%) of the outstanding shares of our common stock on such date, (ii) one million two hundred thousand (1,200,000) shares (as adjusted for stock splits, stock dividends, combinations, and the like) or (iii) a lesser amount determined by the Compensation Committee or our board of directors.

Administration. Except as noted below, the ESPP will be administered by our board of directors or a committee appointed by our board of directors, or the Compensation Committee. The Compensation Committee has the authority to construe, interpret and apply the terms of the ESPP, to determine eligibility, to establish such limitations and procedures as it determines are consistent with the ESPP and to adjudicate any disputed claims under the ESPP.

Eligibility. Each full-time and part-time employee, including our officers and employee directors and employees of participating subsidiaries, who is employed by us on the day preceding the start of any offering period will be eligible to participate in the ESPP. The ESPP requires that an employee customarily work more than 20 hours per week and more than five months per calendar year in order to be eligible to participate in the ESPP. The ESPP will permit an eligible employee to purchase our common stock through payroll deductions, which may not be more than fifteen percent (15%) of the employee's compensation, or such lower limit as may be determined by the Compensation Committee from time to time. However, no employee is eligible to participate in the ESPP if, immediately after electing to participate, the employee would own stock (including stock such employee may purchase under this plan or other outstanding options) representing five percent (5%) or more of the total combined voting power or value of all classes of our stock. Unless provided otherwise by the Compensation Committee prior to the commencement of an offering, in no event will a participant be eligible to purchase during any offering period that number of whole shares of our common stock determined by dividing $25,000 by the fair market value of a share of our common stock on the first date of such offering period (subject to any adjustment pursuant to the terms of the ESPP). In addition, no employee is permitted to accrue, under the

ESPP and all similar purchase plans of us or its subsidiaries, a right to purchase stock of us having a value in excess of $25,000 of the fair market value of such stock (determined at the time the right is granted) for each calendar year. Employees will be able to withdraw their accumulated payroll deductions prior to the end of the offering period in accordance with the terms of the offering. Participation in the ESPP will end automatically on termination of employment.

Offering Periods and Purchase Price. The ESPP will be implemented through a series of offerings of purchase rights to eligible employees. Under the ESPP, the Compensation Committee may specify offerings with a duration of not more than twenty-seven (27) months and may specify shorter purchase periods within each offering. During each purchase period, payroll deductions will accumulate, without interest. On the last day of the purchase period, accumulated payroll deductions will be used to purchase our common stock for employees participating in the offering.

The purchase price will be specified pursuant to the offering, but cannot, under the terms of the ESPP, be less than eighty-five percent (85%) of the fair market value per share of our common stock on either the offering date or on the purchase date, whichever is less. The fair market value of our common stock for this purpose will generally be the closing price on Nasdaq (or such other exchange as our common stock may be traded at the relevant time) for the date in question, or if such date is not a trading day, for the last trading day before the date in question.

Reset Feature. The Compensation Committee may specify that, if the fair market value of a share of our common stock on any purchase date within a particular offering period is less than or equal to the fair market value on the start date of that offering period, then the offering period will automatically terminate and the employee in that offering period will automatically be transferred and enrolled in a new offering period which will begin on the next day following such purchase date.

Changes to Capital Structure. In the event that there is a specified type of change in our capital structure, such as a stock split, appropriate adjustments will be made to (1) the number of shares reserved under the ESPP, (2) the individual and aggregate participant share limitations described in the plan and (3) the price of shares that any participant has elected to purchase.

International Participation. To provide us with greater flexibility in structuring our equity compensation programs for our non-U.S. employees, the ESPP also permits us to grant employees of our non-U.S. subsidiary entities rights to purchase shares of our common stock pursuant to other offering rules or sub-plans adopted by the Compensation Committee in order to achieve tax, securities law or other compliance objectives. While the ESPP is intended to be a qualified “employee stock purchase plan” within the meaning of Code Section 423, any such international sub-plans or offerings are not required to satisfy those U.S. tax code requirements and therefore may have terms that differ from the ESPP terms applicable in the U.S. However, the international sub-plans or offerings are subject to the ESPP terms limiting the overall shares available for issuance, the maximum payroll deduction rate, maximum purchase price discount and maximum offering period length.

Corporate Reorganization. Immediately before a corporate reorganization, the offering period and purchase period then in progress shall terminate and either our common stock will be purchased with the accumulated payroll deductions or the accumulated payroll deductions will be refunded without occurrence of any of our common stock purchase, unless the surviving corporation (or its parent corporation) assumes the ESPP under the plan of merger or consolidation.

Amendment and Termination. Our board of directors and the Compensation Committee will each have the right to amend, suspend or terminate the ESPP at any time. Any increase in the aggregate number of shares of stock to be issued under the ESPP is subject to stockholder approval. Any other amendment is subject to stockholder approval only to the extent required under applicable law or regulation.

Rule 10b5-1 Sales Plans

Our directors and executive officers may adopt written plans, known as Rule 10b5-1 plans, in which they will contract with a broker to buy or sell our common shares on a periodic basis. Under a Rule 10b5-1 plan, a broker executes trades pursuant to parameters established by the director or officer when entering into the plan, without further direction from them. The director or officer may amend a Rule 10b5-1 plan in some circumstances and may terminate a plan at any time. Our directors and executive officers also may buy or sell additional shares outside of a Rule 10b5-1 plan when they are not in possession of material nonpublic information subject to compliance with the terms of our insider trading policy. Prior to the expiration of the Restricted Period, subject to early termination, the sale of any shares under such plan would be prohibited by the lock-up agreement that the director or officer has entered into with the underwriters.

Director Compensation

In 2020, no director received cash, equity or other non-equity compensation for service on our board of directors. We currently have no formal arrangements under which directors receive compensation for their service on our board of directors or its committees. Our policy is to reimburse directors for reasonable and necessary out-of-pocket expenses incurred in connection with attending board and committee meetings or performing other services in their capacities as directors.

We have adopted a non-employee director compensation policy that consists of annual retainer fees and long-term equity awards for our non-employee directors who are determined to not be affiliated with us. See “Management—Non-Employee Director Compensation.”

Subject to stockholder approval, our board of directors has nominated the following individuals to serve as non-employee directors upon effectiveness of the registration statement of which this prospectus forms a part: Lori A. Hickok, Andrew G. Robb, Brian J. Schipper, and Paula J. Volent. These individuals along with Matthew R. Cohler, who currently serves on our board of directors, would be eligible to participate in the non-employee director compensation policy.

CERTAIN RELATIONSHIPS AND RELATED PARTY TRANSACTIONS

The following includes a summary of transactions since January 1, 2018 to which we have been a party, in which the amount involved in the transaction exceeded the lesser of $120,000 or one percent of the average of our total assets at year-end for the last two completed fiscal years, and in which any of our directors, executive officers or, to our knowledge, beneficial owners of more than 5% of our capital stock or any member of the immediate family of any of the foregoing persons had or will have a direct or indirect material interest, other than equity and other compensation, termination, change of control, and other arrangements, which are described under "Executive Compensation."

Promissory Notes Issued to Mr. Rosenblatt

On December 28, 2011, we loaned $1.1 million to our Chief Executive Officer, Mr. Rosenblatt, and received a promissory note evidencing such loan, with an annual interest rate of 1.27%, compounded daily and maturing in December 2016. On April 5, 2012, we loaned an additional $1.7 million to Mr. Rosenblatt and received an additional promissory note evidencing such loan, with an annual interest rate of 1.08%, compounded daily and maturing in April 2017. The promissory notes were secured by a pledge of all of the issued and outstanding shares of restricted common stock granted to Mr. Rosenblatt and were issued to assist Mr. Rosenblatt with the tax payments associated with the shares of our common stock issued to Mr. Rosenblatt under that certain initial offer letter between us and Mr. Rosenblatt. In February 2016, we extended the maturity dates of the promissory notes, with the first promissory note maturing in December 2021 and the second promissory note maturing in April 2022. As of December 15, 2020, the loans have been fully repaid by Mr. Rosenblatt.

Preferred Stock Financing

Series D Redeemable Convertible Preferred Stock Financing

From February 2019 through March 2019, we issued and sold an aggregate of 15,166,599 shares of our Series D redeemable convertible preferred stock to six accredited investors at a purchase price of $5.011010 per share, for aggregate cash consideration of approximately $76.0 million. We also issued 757,830 shares of our Series D redeemable convertible preferred stock with an aggregate value of $3.8 million ($5.011010 per share) to the placement agent in lieu of cash payment for issuance costs in connection with the financing.

The participants in the redeemable convertible preferred stock financing included the following members of our board of directors and holders of more than 5% of our capital stock or entities affiliated with them. The following table sets forth the aggregate number of shares of Series D stock issued to these related parties in this redeemable convertible preferred stock financing:

Participants	Shares of Series D Stock	Aggregate Purchase Price
Sofina Partners S.A.(1)	199,560	$ 999,997.16
Entities affiliated with T. Rowe Price(2)	7,982,422	39,999,996.47

(1) Sofina Partners S.A. held more than 5% of our capital stock at the time of this transaction.

(2) Entities affiliated with T. Rowe Price held more than 5% of our capital stock as of the consummation of this transaction. Includes (i) 5,282,277 shares purchased by T. Rowe Price New Horizons Fund, Inc., (ii) 1,063,187 shares purchased by T. Rowe Price Small-Cap Stock Fund, Inc., (iii) 526,258 shares purchased by T. Rowe Price Institutional Small-Cap Stock Fund, (iv) 199,811 shares purchased by T. Rowe Price U.S. Small-Cap Core Equity Trust, (v) 44,256 shares purchased by U.S. Small-Cap Stock Trust, (vi) 41,234 shares purchased by T. Rowe Price U.S. Equities Trust, (vii) 39,439 shares purchased by TD Mutual Funds—TD U.S. Small-Cap Equity Fund, (viii) 28,724 shares purchased by MassMutual Select Funds—MassMutual Select T. Rowe Price Small and Mid Cap Blend Fund, (ix) 19,927 shares purchased by T. Rowe Price Spectrum Moderate Growth Allocation Fund, (x) 14,568 shares purchased by T. Rowe Price Spectrum Moderate Allocation Fund, (xi) 11,114 shares purchased by Minnesota Life Insurance Company, (xii) 11,111 shares purchased by VALIC Company I—Small Cap Fund, (xiii) 8,813 shares purchased by T. Rowe Price Spectrum Conservative Allocation Fund, (xiv) 1,120 shares purchased by T. Rowe Price Moderate Allocation Portfolio, (xv) 46,582 shares purchased by Costco 401(k) Retirement Plan and (xvi) 644,001 shares purchased by T. Rowe Price New Horizons Trust.

Investors' Rights Agreement, Registration Rights Agreement and Stockholders Agreement

In connection with the sale of redeemable convertible preferred stock described above, we entered into an investors' rights agreement, a stockholders' agreement, and a registration rights agreement, with the holders of preferred stock, including each of the persons and entities listed in the table above, and certain of our common stockholders, including Mr. Rosenblatt, our Chief Executive Officer, Mr. Paul, our Chief Technology Officer, and Ms. Zhang, our Chief Product Officer. The investors' rights agreement and the stockholders' agreement will each terminate immediately prior to the closing of this offering. The registration rights agreement, among other things, grants our preferred stockholders and certain of our common stockholders, including Mr. Rosenblatt, our Chief Executive Officer, Mr. Paul, our Chief Technology Officer, and Ms. Zhang, our Chief Product Officer, specified registration rights with respect to shares of our common stock, including shares of our common stock issued or issuable upon conversion of the shares of redeemable convertible preferred stock held by them. For more information regarding the registration rights provided in the registration rights agreement, please refer to the section titled "Description of Capital Stock—Registration Rights."

Offer Letters

We have entered into offer letters with certain of our executive officers. See "Executive Compensation—Existing Offer Letters with our Named Executive Officers" and "Executive Compensation—Potential Payments Upon Termination or Change in Control."

Indemnification Agreements

We have entered, and intend to continue to enter, into separate indemnification agreements with our directors and executive officers, in addition to the indemnification provided for in our amended and restated bylaws. These agreements, among other things, require us to indemnify our directors and executive officers for certain expenses, including attorneys' fees, judgments, fines, and settlement amounts incurred by a director or executive officer in any action or proceeding arising out of their services as one of our directors or executive officers or as a director or executive officer of any other company or enterprise to which the person provides services at our request. For more information regarding these indemnification arrangements, see "Management—Limitation on Liability and Indemnification of Directors and Officers." We believe that these bylaw provisions and indemnification agreements are necessary to attract and retain qualified persons as directors and officers.

The limitation of liability and indemnification provisions in our amended and restated certificate of incorporation and amended and restated bylaws may discourage stockholders from bringing a lawsuit against directors for breach of their fiduciary duties. They may also reduce the likelihood of derivative litigation against directors and officers, even though an action, if successful, might benefit us and our stockholders. A stockholder's investment may decline in value to the extent we pay the costs of settlement and damage awards against directors and officers pursuant to these indemnification provisions.

Policies and Procedures for Transactions with Related Persons

We have adopted a written Related Person Transactions Policy that sets forth our policies and procedures regarding the identification, review, consideration, and oversight of "related person transactions." For purposes of our policy only, a "related person transaction" is a transaction, arrangement, or relationship (or any series of similar transactions, arrangements or relationships) in which we or any of our subsidiaries are participants involving an amount that exceeds $120,000, in which any "related person" has a material interest.

Transactions involving compensation for services provided to us as an employee, consultant, or director are not considered related person transactions under this policy. A related person is any executive officer, director, nominee to become a director or a holder of more than 5% of any class of our voting securities (including our common stock), including any of their immediate family members and affiliates, including entities owned or controlled by such persons.

Under the policy, the related person in question or, in the case of transactions with a holder of more than 5% of any class of our voting securities, an executive officer with knowledge of the proposed transaction, must present information regarding the proposed related person transaction to our audit committee (or, where review by our audit committee would be inappropriate, to another independent body of our board of directors) for review. To identify related person transactions in advance, we rely on information supplied by our executive officers, directors, and certain significant stockholders. In considering related person transactions, our audit committee takes into account the relevant available facts and circumstances, which may include, but not limited to:

- the risks, costs, and benefits to us;
- the impact on a director's independence in the event the related person is a director, immediate family member of a director or an entity with which a director is affiliated;
- the terms of the transaction;
- the availability of other sources for comparable services or products; and
- the terms available to or from, as the case may be, unrelated third parties.

Our audit committee will approve only those transactions that it determines are fair to us and in our best interests. All of the transactions described above were entered into prior to the adoption of such policy.

PRINCIPAL STOCKHOLDERS

The following table sets forth information regarding beneficial ownership of our capital stock by:

- each person, or group of affiliated persons, known by us to beneficially own more than 5% of our common stock;
- each of our directors and director nominees;
- each of our named executive officers; and
- all of our current executive officers, directors, and director nominees as a group.

The percentage ownership information under the column "Percentage of shares beneficially owned prior to this offering" is based on 92,538,426 shares of common stock outstanding as of March 31, 2021, after giving effect to the automatic conversion of all of our redeemable convertible preferred stock outstanding as of March 31, 2021 into an aggregate of 57,731,450 shares of our common stock upon the completion of this offering. The percentage ownership information under the column "Percentage of shares beneficially owned after this offering" is based on the sale of shares of common stock in this offering by us, based on an assumed initial public offering price of $ per share (the midpoint of the price range set forth on the cover page of this prospectus).

Information with respect to beneficial ownership has been furnished by each director, officer, or beneficial owner of more than 5% of our common stock. We have determined beneficial ownership in accordance with the rules of the SEC. These rules generally attribute beneficial ownership of securities to persons who possess sole or shared voting power or investment power with respect to those securities. In addition, the rules include shares of our common stock issuable pursuant to the exercise of stock options or warrants that are either immediately exercisable or exercisable within 60 days of March 31, 2021. These shares are deemed to be outstanding and beneficially owned by the person holding those options or warrants for the purpose of computing the percentage ownership of that person, but they are not treated as outstanding for the purpose of computing the percentage ownership of any other person. Unless otherwise indicated, the persons or entities identified in this table have sole voting and investment power with respect to all shares shown as beneficially owned by them, subject to applicable community property laws.

Except as otherwise noted below, the address for each person or entity listed in the table is c/o 1stdibs.com, Inc., 51 Astor Place, 3rd Floor, New York, New York 10003.

	Number of shares beneficially owned	Percentage of shares beneficially owned	
		Prior to this offering	After this offering
Name of beneficial owner			
Greater than 5% stockholder			
Entities affiliated with Benchmark Capital(1)	21,923,502	23.7%	
Entities affiliated with Insight Partners(2)	15,193,371	16.4	
Entities affiliated with Spark Capital(3)	8,392,074	9.1	
Entities affiliated with T. Rowe Price(4)	7,982,422	8.6	
Sofina Partners S.A.(5)	7,840,708	8.5	
Entities affiliated with Index Ventures(6)	5,672,027	6.1	

	Number of shares beneficially owned	Percentage of shares beneficially owned	
		Prior to this offering	After this offering
Named executive officers, directors, and director nominees			
David S. Rosenblatt(7)	8,454,709	8.9	
Tu Nguyen(8)	249,020	*	
Ross A. Paul(9)	1,135,211	1.2	
Matthew R. Cohler(10)	10,961,751	11.9	
Todd A. Dagres(11)	8,392,074	9.1	
Deven Parekh(12)	15,193,371	16.4	
Lori A. Hickok	—	—	
Andrew G. Robb	—	—	
Brian J. Schipper	—	—	
Paula J. Volent	—	—	
All current executive officers, directors, and director nominees as a group (15 persons)(13)	46,187,410	47.6%	

* Represents beneficial ownership of less than 1%.

(1) Consists of (i) 10,961,751 shares of common stock held of record by Benchmark Capital Partners V, L.P. ("Benchmark V") and (ii) 10,961,751 shares of common stock held of record by Benchmark Capital Partners VII, L.P. ("Benchmark VII"). Benchmark Capital Management Co. V, LLC, the general partner of Benchmark V, may be deemed to have sole voting and investment power over shares held by Benchmark V. Alexandre Balkanski, Bruce W. Dunlevie, Peter H. Fenton, William J. Gurley, Kevin R. Harvey, Robert C. Kagle, Mitchell H. Lasky, and Steven M. Spurlock, the managing members of Benchmark Capital Management Co. V, LLC, may be deemed to have shared voting and investment power over the shares of common stock held of record by Benchmark V. Benchmark Capital Management Co. VII, LLC, the general partner of Benchmark VII, may be deemed to have sole voting and investment power over shares held by Benchmark VII. Matthew R. Cohler, Bruce W. Dunlevie, Peter H. Fenton, William J. Gurley, Kevin R. Harvey, Mitchell H. Lasky, and Steven M. Spurlock, the managing members of Benchmark Capital Management Co. VII, LLC, may be deemed to have shared voting and investment power over the shares of common stock held of record by Benchmark VII. The principal business address for Benchmark V, Benchmark VII and their affiliates is 2965 Woodside Road, Woodside, California 94062.

(2) Consists of (i) 9,362,521 shares of common stock held of record by Insight Ventures Partners IX, L.P. ("IVP") (ii) 4,652,008 shares of common stock held of record by Insight Ventures Partners (Cayman) IX, L.P. ("IVP (Cayman)"), (iii) 991,957 shares of common stock held of record by Insight Ventures Partners (Delaware) IX, L.P. ("IVP (Delaware)"), and (iv) 186,885 shares of common stock held of record by Insight Ventures Partners IX (Co-Investors), L.P. ("IVP (Co-Investors)" and, together with IVP, IVP (Cayman) and IVP (Delaware), the "IVP IX Funds"). Insight Venture Associates IX, Ltd. ("IVA IX Ltd."), is the general partner of Insight Venture Associates IX, L.P. ("IVA IX"), which is the general partner of each of the IVP Funds. Insight Holdings Group, LLC ("Insight Holdings"), is the sole shareholder of IVA IX Ltd. Each of Jeffrey L. Horing, Deven Parekh, Jeffrey Lieberman, and Michael Triplett is a member of the board of managers of Insight Holdings and as such may be deemed to have shared voting and dispositive power over the shares of common stock held of record by each of the IVP Funds. The foregoing is not an admission by IVA IX, IVA IX Ltd. or Insight Holdings that it is the beneficial owner of the shares held of record by the IVP IX Funds. Each of Messrs. Horing, Parekh, Triplett, and Lieberman disclaims beneficial ownership of the shares held by the IVP IX Funds except to the extent of his pecuniary interest therein. The principal business address for the IVP IX Funds and their affiliates is c/o Insight Partners, 1114 Avenue of the Americas, 36th Floor, New York, New York, 10036.

(3) Consists of (i) 6,531,849 shares of common stock held of record by Spark Capital III, L.P. ("Spark Capital"), (ii) 1,777,983 shares held of record by Spark Capital Growth Fund, L.P. ("Spark Growth"), (iii) 17,597 shares of common stock held of record by Spark Capital Growth Founders' Fund, L.P. ("Spark Founders") and (iv) 64,645 shares of common stock held of record by Spark Capital Founders' Fund III LP ("Spark III" and, together with Spark Founders, Spark Growth and Spark Capital, "Spark Funds"). Spark Management Partners III, LLC is the general partner of Spark Capital and Spark III. Spark Growth Management Partners, LLC is the general partner of Spark Growth and Spark Founders. Mr. Dagres is the managing member of both Spark Management Partners III, LLC and Spark Growth Management Partners, LLC and as such may be deemed to have shared voting and dispositive power over the shares of common stock held of record by each of the Spark Funds. The principal business address for the Spark Funds and their affiliates is 137 Newbury Street, 8th Floor, Boston, Massachusetts 02116.

(4) Consists of (i) 5,282,277 shares of common stock held of record by T. Rowe Price New Horizons Fund, Inc., (ii) 1,063,187 shares of common stock held of record by T. Rowe Price Small-Cap Stock Fund, Inc., (iii) 526,258 shares of common stock held of record by T. Rowe Price Institutional Small-Cap Stock Fund, (iv) 199,811 shares of common stock held of record by T. Rowe Price U.S. Small-Cap Core Equity Trust, (v) 44,256 shares of common stock held of record by U.S. Small-Cap Stock Trust, (vi) 41,234 shares of common stock held of record by T. Rowe Price U.S. Equities Trust, (vii) 39,439 shares of common stock held of record by TD Mutual Funds—TD U.S. Small-Cap Equity Fund, (viii) 28,724 shares of common stock held of record by MassMutual Select Funds—MassMutual Select T. Rowe Price Small and Mid Cap Blend Fund, (ix) 19,927 shares of common stock held of record by T. Rowe Price Spectrum Moderate Growth Allocation Fund, (x) 14,568 shares of common stock held of record by T. Rowe Price Spectrum Moderate Allocation Fund, (xi) 11,114 shares of common stock held of record by Minnesota Life Insurance Company, (xii) 11,111 shares of common stock held of record by VALIC Company I—Small Cap Fund, (xiii) 8,813 shares of common stock held of record by T. Rowe Price Spectrum Conservative Allocation Fund, (xiv) 1,120 shares of common stock held of record by T. Rowe Price Moderate Allocation Portfolio, (xv) 46,582 shares of common stock held of record by Costco 401(k) Retirement Plan and (xvi) 644,001 shares of common stock held of record by T. Rowe Price New Horizons Trust. T. Rowe Price Associates, Inc. (“TRPA”) serves as investment adviser or subadviser, as applicable, with power to direct investments and/or sole power to vote the securities owned by the funds and accounts listed above, with the exception of VALIC Company I—Small Cap Fund, which retains voting authority, as well as securities owned by certain other individual and institutional investors. The principal business address for the advisory clients of TRPA is 100 East Pratt Street, Baltimore, Maryland 21202. For purposes of reporting requirements of the Exchange Act, TRPA may be deemed to be the beneficial owner of all of the securities owned by the funds and accounts listed above; however, TRPA expressly disclaims that it is, in fact, the beneficial owner of such securities. TRPA is the wholly owned subsidiary of T. Rowe Price Group, Inc. (“TRPG”), which is a publicly traded financial services holding company. T. Rowe Price Investment Services, Inc. (“TRPIS”), a registered broker-dealer and FINRA member, is a subsidiary of TRPA. TRPIS was formed primarily for the limited purpose of acting as the principal underwriter and distributor of shares of the funds in the TRPG fund family. TRPIS does not engage in underwriting or market-making activities involving individual securities. TRPG provides brokerage services through TRPIS primarily to complement the other services provided to shareholders of the TRPG funds.

(5) Consists of 7,840,708 shares of common stock held of record by Sofina Partners S.A. (“Sofina”). Sofina is a corporation managed by a board of directors. Harold Boël, Xavier Coirbay, Stéphanie Delperdange, Pierre Ahlborn, Wauthier De Bassompierre, Philippe Haquenne, Jean-François Lambert, Paul Mousel, Maxence Tombeur, Bernard Trempont, and Clément Gury are the directors of Sofina. There is no individual which may be deemed to have shared voting and dispositive power over the shares of common stock held of record by Sofina. The address for Sofina is 12, rue Léon Laval, L-3372 Leudelange (Grand Duchy of Luxembourg).

(6) Consists of (i) 5,519,463 shares of common stock held of record by Index Ventures Growth II (Jersey), L.P. (“Index II”), (ii) 81,664 shares of common stock held of record by Index Ventures Growth II Parallel Entrepreneur Fund (Jersey), L.P. (“Index II Parallel”), and (iii) 70,900 shares of common stock held of record by Yucca (Jersey) SLP (“Yucca”). Index Venture Growth Associates II Limited (“IVGA II”), is the managing general partner of Index II and Index II Parallel and may be deemed to have voting and dispositive power over the shares held by those funds. Yucca is the administrator of the Index co-investment vehicles that are contractually required to mirror the relevant funds’ investment, and IVGA II may be deemed to have voting and dispositive power over their respective allocation of shares held by Yucca. David Hall, Phil Balderson, Brendan Boyle, and Nigel Greenwood are the members of the board of directors of IVGA II, and investment and voting decisions with respect to the shares over which IVGA II may be deemed to have voting and dispositive power are made by such directors collectively. The address of each of these entities is 5th Floor, 44 Esplanade, St Helier, Jersey JE1 3FG, Channel Islands, except for Yucca, the address of which is 44 Esplanade, St. Helier, Jersey JE4 9WG, Channel Islands.

(7) Consists of (i) 4,264,425 shares of common stock held by Mr. Rosenblatt individually, (ii) 1,845,909 shares of common stock held of record by the 2012 David Rosenblatt Family Trust, for which Mr. Rosenblatt serves as a trustee, and (iii) 2,344,375 shares of common stock subject to stock options held by Mr. Rosenblatt that are exercisable within 60 days of March 31, 2021.

(8) Consists of (i) 65,250 shares of common stock and (ii) 183,770 shares of common stock subject to stock options held by Ms. Nguyen that are exercisable within 60 days of March 31, 2021.

(9) Consists of (i) 264,480 shares of common stock and (ii) 870,731 shares of common stock subject to stock options held by Mr. Paul that are exercisable within 60 days of March 31, 2021.

(10) Consists of shares held by Benchmark VII. See footnote (1) above.

(11) Consists of shares held by entities affiliated Spark Capital. See footnote (3) above.

(12) Consists of shares held by entities affiliated Insight Partners. See footnote (2) above.

(13) Consists of (i) 41,649,400 shares of common stock beneficially owned by our current executive officers and directors and (ii) 4,538,010 shares of common stock subject to stock options held by our current executive officers and directors that are exercisable within 60 days of March 31, 2021.

DESCRIPTION OF CAPITAL STOCK

The following is a summary of the rights of our common and preferred stock and some of the provisions of our amended and restated certificate of incorporation and amended and restated bylaws, which will become effective upon completion of this offering, and of the DGCL. This summary is not complete. For more detailed information, please see our amended and restated certificate of incorporation and amended and restated bylaws, which are filed as exhibits to the registration statement of which this prospectus forms a part, as well as the relevant provisions of the DGCL.

General

Upon completion of this offering and upon the filing of our amended and restated certificate of incorporation, our authorized capital stock will consist of 400,000,000 shares of common stock, $0.01 par value per share and 10,000,000 shares of preferred stock, $0.01 par value per share. All of our authorized preferred stock upon completion of this offering will be undesignated.

Common Stock

Outstanding Shares

As of March 31, 2021, there were 34,806,976 shares of common stock outstanding. Upon completion of this offering and assuming the conversion of all outstanding shares of redeemable convertible preferred stock into 57,731,450 shares of common stock and no exercise by the underwriters of their option to purchase additional shares, shares of common stock will be outstanding.

Voting

Our common stock is entitled to one vote for each share held of record on all matters submitted to a vote of the stockholders, including the election of directors, and does not have cumulative voting rights. Accordingly, the holders of a majority of the shares of our common stock entitled to vote in any election of directors can elect all of the directors standing for election.

Dividends

Subject to preferences that may be applicable to any then outstanding preferred stock, the holders of common stock are entitled to receive dividends, if any, as may be declared from time to time by our board of directors out of legally available funds.

Liquidation

In the event of our liquidation, dissolution, or winding up, holders of our common stock will be entitled to share ratably in the net assets legally available for distribution to stockholders after the payment of all of our debts and other liabilities, subject to the satisfaction of any liquidation preference granted to the holders of any outstanding shares of preferred stock.

Rights and Preferences

There are no redemption or sinking fund provisions applicable to our common stock. The rights, preferences, and privileges of the holders of our common stock are subject to, and may be adversely affected by, the rights of the holders of shares of any series of our preferred stock that we may designate and issue in the future.

Fully Paid and Nonassessable

All of our outstanding shares of common stock are, and the shares of common stock to be issued in this offering will be, fully paid and nonassessable.

Preferred Stock

Immediately prior to the completion of this offering, all outstanding shares of redeemable convertible preferred stock will be converted into shares of our common stock on a one-to-one basis and we will not have any shares of preferred stock outstanding. Under our amended and restated certificate of incorporation, our board of directors will have the authority, without further action by the stockholders, to issue up to 10,000,000 shares of preferred stock in one or more series, to establish from time to time the number of shares to be included in each such series, to fix the rights, preferences, and privileges of the shares of each wholly unissued series and any qualifications, limitations, or restrictions thereon, and to increase or decrease the number of shares of any such series, but not below the number of shares of such series then outstanding.

Our board of directors may authorize the issuance of preferred stock with voting or conversion rights that could adversely affect the voting power or other rights of the holders of the common stock. The issuance of preferred stock, while providing flexibility in connection with possible acquisitions and other corporate purposes, could, among other things, have the effect of delaying, deferring, or preventing a change in our control that may otherwise benefit holders of our common stock and may adversely affect the market price of our common stock and the voting and other rights of the holders of common stock. We have no current plans to issue any shares of preferred stock.

Stock Options

As of March 31, 2021, 12,645,060 shares of common stock were subject to outstanding options. As of May 17, 2021, there were 13,000,000 shares of common stock (as adjusted for stock splits, stock dividends, combinations, and the like) reserved for future issuance under the 2021 Plan, which shall be subject to an annual increase. For additional information regarding terms of the 2021 Plan, see “Executive Compensation—Equity Incentive Plans.”

Warrants

As of March 31, 2021, we had outstanding warrants to purchase an aggregate of 132,666 shares of our common stock, with an exercise price of $1.29 per share.

Registration Rights

Following the completion of the offering, certain holders of our common stock, common stock issuable upon conversion of outstanding preferred stock and shares of preferred stock subject to outstanding warrants, or their transferees, will be entitled to the registration rights set forth below with respect to registration of the resale of such shares under the Securities Act pursuant to the investors’ rights agreement by and among us and certain of our stockholders. We will pay the registration expenses, other than underwriting discounts and commissions, of the shares registered pursuant to the demand, piggyback, and Form S-3 registrations described below, including the legal fees payable to one selling holders’ counsel.

Generally, in an underwritten offering, the managing underwriter, if any, has the right, subject to specified conditions, to limit the number of shares such holders may include. The demand, piggyback, and Form S-3 registration rights described below will expire upon the earlier of (1) the date that is five years after the completion of this offering and (2) the date that a holder may sell all of their shares in a three-month period under Rule 144 of the Exchange Act, this offering has been closed and such holder holds less than 1% of our outstanding common stock.

Demand Registration Rights

The holders of 64,141,231 shares of our common stock, common stock issuable upon conversion of outstanding redeemable convertible preferred stock and common stock subject to outstanding warrants as of March 31, 2021, will be entitled to certain demand registration rights. At any time beginning on the earlier of the fifth anniversary of the date of the registration rights agreement or six months following the effectiveness of this registration statement, the holders of a majority of these shares may, on not more than two occasions, request that we register all or a portion of their shares, subject to certain specified exceptions. Such request for registration must cover securities with an aggregate offering price which equals or exceeds $25.0 million.

Piggyback Registration Rights

In connection with this offering, the holders of 89,735,944 shares of our common stock, common stock issuable upon conversion of outstanding redeemable convertible preferred stock and common stock subject to outstanding warrants as of March 31, 2021 are entitled to their rights to notice of this offering and to include their shares of registrable securities in this offering. In the event that we propose to register any of our securities under the Securities Act in another offering, either for our own account or for the account of other security holders, the holders of these shares will be entitled to certain "piggyback" registration rights allowing them to include their shares in such registration, subject to certain marketing and other limitations. As a result, whenever we propose to file a registration statement under the Securities Act, including a registration statement on Form S-3 as discussed below, other than with respect to a demand registration, a registration statement relating to a business combination or exchange offer or a registration statement relating solely to employee benefit plans, the holders of these shares are entitled to notice of the registration and have the right, subject to limitations that the underwriters may impose on the number of shares included in the registration, to include their shares in the registration.

S-3 Registration Rights

The holders of 64,141,231 shares of our common stock, common stock issuable upon conversion of outstanding redeemable convertible preferred stock and common stock subject to outstanding warrants as of March 31, 2021, will be entitled to certain Form S-3 registration rights. Holders of a majority of these shares can make a request that we register their shares on Form S-3 if we are qualified to file a registration statement on Form S-3, subject to specified exceptions. Such request for registration on Form S-3 must cover securities with an aggregate offering price which equals or exceeds $5.0 million. We will not be required to effect more than two registrations on Form S-3 within any 12-month period.

Anti-Takeover Effects of Provisions of Our Certificate of Incorporation, Our Bylaws and Delaware Law

Delaware Anti-Takeover Law

We are subject to Section 203 of the DGCL ("Section 203"). Section 203 generally prohibits a public Delaware corporation from engaging in a "business combination" with an "interested stockholder" for a period of three years after the date of the transaction in which the person became an interested stockholder, unless:

- prior to the date of the transaction, the board of directors of the corporation approved either the business combination or the transaction which resulted in the stockholder becoming an interested stockholder;
- the interested stockholder owned at least 85% of the voting stock of the corporation outstanding at the time the transaction commenced, excluding for purposes of determining the number of shares outstanding (but not the outstanding voting stock owned by the interested stockholder) shares owned (a) by persons who are directors and also officers, and (b) by employee stock plans in which employee participants do not have the right to determine confidentially whether shares held subject to the plan will be tendered in a tender or exchange offer; or

- upon or subsequent to the consummation of the transaction, the business combination is approved by the board and authorized at an annual or special meeting of stockholders, and not by written consent, by the affirmative vote of at least 66 2/3% of the outstanding voting stock which is not owned by the interested stockholder.

Section 203 defines a business combination to include:

- any merger or consolidation involving the corporation and the interested stockholder;
- any sale, transfer, pledge or other disposition of 10% or more of the assets of the corporation to or with the interested stockholder;
- subject to exceptions, any transaction involving the corporation that has the effect of increasing the proportionate share of the stock of any class or series of the corporation owned by the interested stockholder;
- subject to exceptions, any transaction that results in the issuance or transfer by the corporation of any stock of the corporation to the interested stockholder; and
- the receipt by the interested stockholder of the benefit of any loans, advances, guarantees, pledges or other financial benefits provided by or through the corporation.

In general, Section 203 defines an interested stockholder as any entity or person beneficially owning 15% or more of the outstanding voting stock of the corporation and any entity or person affiliated with or controlling or controlled by the entity or person.

Amended and Restated Certificate of Incorporation and Amended and Restated Bylaws

Because our stockholders do not have cumulative voting rights, our stockholders holding a majority of the voting power of our shares of common stock outstanding will be able to elect all of our directors. Our amended and restated certificate of incorporation and amended and restated bylaws to be effective upon completion of this offering will provide that all stockholder actions must be effected at a duly called meeting of stockholders and not by written consent. A special meeting of stockholders may be called by the majority of our board of directors, Chairperson of our board of directors or our Chief Executive Officer.

As described above in “Management—Board Composition,” in accordance with our amended and restated certificate of incorporation and our amended and restated bylaws effective upon completion of this offering, our board of directors will be divided into three classes with staggered three-year terms.

In addition, our amended and restated certificate of incorporation and amended and restated bylaws will provide that the number of directors constituting our board of directors will be permitted to be set only by a resolution adopted by a majority vote of the members of our board of directors then in office, and that our directors may be removed only for cause. Our amended and restated certificate of incorporation and amended and restated bylaws will also provide that vacancies occurring on our board of directors and newly created directorships resulting from an increase in the authorized number of directors may be filled only by vote of a majority of the remaining members of our board of directors, even though less than a quorum. Our amended and restated certificate of incorporation and amended and restated bylaws will provide that our board of directors is expressly authorized to adopt, amend, or repeal our bylaws, and require a 66 2/3% stockholder vote to amend our bylaws and certain provisions of our certificate of incorporation.

Our amended and restated bylaws will provide advance notice procedures for stockholders seeking to bring business before our annual meeting of stockholders or to nominate candidates for election as directors at

our annual meeting of stockholders. Our amended and restated bylaws will also specify certain requirements regarding the form and content of a stockholder notice. These provisions might preclude our stockholders from bringing matters before our annual meeting of stockholders or from making nominations for directors at our annual meeting of stockholders if the proper procedures are not followed. We expect that these provisions may also discourage or deter a potential acquirer from conducting a solicitation of proxies to elect the acquirer's own slate of directors or otherwise attempting to obtain control of us.

The foregoing provisions will make it more difficult for our existing stockholders to replace our board of directors as well as for another party to obtain control of us by replacing our board of directors. Since our board of directors has the power to retain and discharge our officers, these provisions could also make it more difficult for existing stockholders or another party to effect a change in management. In addition, the authorization of undesignated preferred stock makes it possible for our board of directors to issue preferred stock with voting or other rights or preferences that could impede the success of any attempt to change our control.

These provisions are intended to enhance the likelihood of continued stability in the composition of our board of directors and its policies and to discourage certain types of transactions that may involve an actual or threatened acquisition of us. These provisions are also designed to reduce our vulnerability to an unsolicited acquisition proposal and to discourage certain tactics that may be used in proxy fights. However, such provisions could have the effect of discouraging others from making tender offers for our shares and may have the effect of deterring hostile takeovers or delaying changes in our control or management. As a consequence, these provisions also may inhibit fluctuations in the market price of our stock that could result from actual or rumored takeover attempts.

Choice of Forum

Our amended and restated certificate of incorporation and our amended and restated bylaws will provide that the Court of Chancery of the State of Delaware (or, if that court lacks subject matter jurisdiction, another federal or state court situated in the State of Delaware) will be the exclusive forum for any derivative action or proceeding brought on our behalf; any action asserting a breach of fiduciary duty; any action asserting a claim against us arising pursuant to the DGCL, our amended and restated certificate of incorporation or our bylaws; or any action asserting a claim against us that is governed by the internal affairs doctrine. In addition, our amended and restated certificate of incorporation and our amended and restated bylaws will provide that, unless we consent in writing to the selection of an alternative forum, the federal district courts of the United States of America shall be the exclusive forum for the resolution of any complaint asserting a cause of action arising under the Securities Act. Section 27 of the Exchange Act creates exclusive federal jurisdiction over all suits brought to enforce any duty or liability created by the Exchange Act or the rules and regulations thereunder. As a result, the exclusive forum provision will not apply to suits brought to enforce any duty or liability created by the Exchange Act or any other claim for which the federal courts have exclusive jurisdiction. Nothing in our amended and restated certificate of incorporation or amended and restated bylaws preclude stockholders that assert claims under the Exchange Act from bringing such claims in state of federal court, subject to applicable law. Any person or entity purchasing or otherwise acquiring any interest in our capital stock shall be deemed to have notice of and consented to the provisions of our certificate of incorporation and bylaws described above. The enforceability of similar choice of forum provisions in other companies' certificates of incorporation has been challenged in legal proceedings, and it is possible that a court could find these types of provisions to be inapplicable or unenforceable. See "Risk Factors—Our amended and restated certificate of incorporation and amended and restated bylaws that will be in effect upon the closing of this offering will designate the Court of Chancery of the State of Delaware as the sole and exclusive forum for certain types of actions and proceedings that may be initiated by our stockholders, and provides that federal district courts will be the sole and exclusive forum for Securities Act claims, which could limit our stockholders' ability to obtain what they believe to be a favorable judicial forum for disputes with us or our directors, officers, or other employees."

Listing

We have applied to list our common stock on Nasdaq under the symbol “DIBS.”

Transfer Agent and Registrar

The transfer agent and registrar for our common stock is American Stock Transfer & Trust Company, LLC. The transfer agent and registrar’s address is 6201 15th Avenue, Brooklyn, New York, 11219 and the telephone number is (800) 937-5449.

SHARES ELIGIBLE FOR FUTURE SALE

Immediately prior to this offering, there has been no public market for our common stock. Future sales of substantial amounts of common stock in the public market, or the perception that such sales may occur, could adversely affect prevailing market prices. Furthermore, since only a limited number of shares will be available for sale shortly after this offering because of contractual and legal restrictions on resale described below, sales of substantial amounts of common stock in the public market before (to the extent permitted) or after the restrictions lapse could adversely affect the prevailing market price for our common stock as well as our ability to raise equity capital in the future.

Based on the number of shares of common stock outstanding as of March 31, 2021, upon completion of this offering, shares of common stock will be outstanding, assuming no exercise of the underwriters' option to purchase additional shares and the automatic conversion of all outstanding shares of our redeemable convertible preferred stock upon completion of this offering. Of these shares, the shares sold in this offering (including any shares sold pursuant to the underwriters' option to purchase additional shares) will be freely tradable unless purchased by our "affiliates" as that term is defined in Rule 144 under the Securities Act. The remaining shares of common stock outstanding after this offering will be restricted as a result of securities laws or lock-up agreements. These remaining shares will generally become available for sale in the public market as follows:

- no shares will be eligible for immediate sale upon completion of this offering; and
- the remaining shares will be eligible for sale under Rule 144, subject to the volume limitations, manner-of-sale, and notice provisions described below under "Rule 144," upon expiration of lock-up agreements described in "Underwriting."

Rule 144

In general, under Rule 144 as currently in effect, beginning 90 days after the effective date of the registration statement of which this prospectus forms a part, any person who is not an affiliate of ours and has held their shares for at least six months, including the holding period of any prior owner other than one of our affiliates, may sell shares without restriction, provided current public information about us is available. In addition, under Rule 144, any person who is not an affiliate of ours and has held their shares for at least one year, including the holding period of any prior owner other than one of our affiliates, would be entitled to sell an unlimited number of shares immediately upon completion of this offering without regard to whether current public information about us is available.

Beginning 90 days after the effective date of the registration statement of which this prospectus forms a part, a person who is an affiliate of ours and who has beneficially owned restricted securities for at least six months, including the holding period of any prior owner other than one of our affiliates, is entitled to sell a number of restricted shares within any three-month period that does not exceed the greater of:

- 1% of the number of shares of our common stock then outstanding, which will equal approximately shares immediately after this offering; or
- the average weekly trading volume of our common stock on during the four calendar weeks preceding the filing of a notice on Form 144 with respect to the sale.

Sales of restricted shares under Rule 144 held by our affiliates are also subject to requirements regarding the manner-of-sale, notice, and the availability of current public information about us. Rule 144 also provides that affiliates relying on Rule 144 to sell shares of our common stock that are not restricted shares must nonetheless comply with the same restriction applicable to restricted shares, other than the holding period requirement.

Notwithstanding the availability of Rule 144, the holders of substantially all of our common stock, as well as our directors and executive officers, have entered into lock-up agreements as described below and any restricted shares held by them will become eligible for sale at the expiration of the restrictions set forth in those agreements. After these contractual resale restrictions lapse, these holders will be able to sell some or all of their shares of our common stock, subject only to applicable restrictions under federal and state securities laws.

Rule 701

Under Rule 701, shares of common stock acquired upon the exercise of outstanding options or pursuant to other rights granted under compensatory stock plans may be resold by:

- persons other than affiliates, beginning 90 days after the effective date of the registration statement of which this prospectus forms a part, subject only to the manner-of-sale provisions of Rule 144; and

- our affiliates, beginning 90 days after the effective date of the registration statement of which this prospectus forms a part, subject to the manner-of-sale and volume limitations, current public information, and filing requirements of Rule 144, in each case, without compliance with the six-month holding period requirement of Rule 144.

Lock-Up Agreements

We, along with our directors, director nominees, executive officers, and substantially all of the other holders of our equity securities, have agreed with the underwriters that during the Restricted Period, subject to specified exceptions, we or they will not, without the prior written consent of BofA Securities, Inc. and Barclays Capital Inc., offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right, or warrant to purchase, lend or otherwise transfer or dispose of, directly or indirectly, any shares of common stock or any securities convertible into or exercisable or exchangeable for shares of common stock, or enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of our common stock, provided, that the Restricted Period shall terminate for equityholders upon the opening of trading on the third trading day immediately following our public release of earnings for the second quarter following the most recent period for which financial statements are included in this prospectus. Notwithstanding the foregoing, and subject to Rule 144 and our insider trading policy (which does not permit trading in our securities during a Blackout Period), if (1) the last reported closing price of our common stock on Nasdaq is at least 33% greater than the initial public offering price per share for any 10 trading days out of the 15 consecutive full trading day period ending 90 days following the date of this prospectus and (2) we have issued at least one earnings release or filed one quarterly report on Form 10-Q, then 25% of the shares of common stock (including any vested equity awards) held by equityholders (or 10%, solely in the case of our Chief Executive Officer, David S. Rosenblatt) that are subject to the Restricted Period will be automatically released from such restrictions upon the opening of trading on the third trading day following the end of such 90-day period. In addition, BofA Securities, Inc. and Barclays Capital Inc., as representatives of the underwriters, may in their discretion release some or all of the shares subject to the lock-up agreements prior to the expiration of this lock-up period at any time, subject applicable notice requirements and in some cases, without public notice. If such a release is granted for one of our officers or directors, (1) BofA Securities, Inc. and Barclays Capital Inc., as representative of the underwriters, will, at least three business days before the effective date of such release, notify us of the impending release, and (2) we will announce the impending release by press release through a major news service at least two business days before the effective date of the release.

Upon expiration of the Restricted Period, certain of our stockholders and warrantholders will have the right to require us to register their shares under the Securities Act. See “—Registration Rights” below and the section titled “Description of Capital Stock—Registration Rights.”

After this offering, certain of our employees, including our executive officers and/or directors, may enter into written trading plans that are intended to comply with Rule 10b5-1 under the Exchange Act. Sales under these trading plans would not be permitted until the expiration of the lock-up agreements relating to the offering.

The lock-up agreements described above are subject to a number of exceptions, described in "Underwriting." Upon the expiration of the Restricted Period, substantially all of the securities subject to such restrictions will become eligible for sale, subject to the limitations discussed above.

Form S-8 Registration Statements

As soon as practicable after the effectiveness of the registration statement of which this prospectus forms a part, we intend to file with the SEC one or more registration statements on Form S-8 under the Securities Act to register the offer and sale of shares of our common stock that are issuable pursuant to the 2011 Plan, the 2021 Plan, and the ESPP. These registrations statements will become effective immediately upon filing. Shares covered by these registration statements will then be eligible for sale in the public markets, subject to vesting restrictions, any applicable lock-up agreements described above and Rule 144 limitations applicable to affiliates. As of March 31, 2021, options to purchase a total of 12,645,060 shares of our common stock pursuant to our 2011 Plan were outstanding, of which options to purchase 6,424,945 shares were exercisable, and no options were outstanding or exercisable under our 2021 Plan.

Registration Rights

Immediately prior to the closing of this offering, the holders of 89,735,944 shares of our common stock, common stock issuable upon conversion of outstanding redeemable convertible preferred stock and common stock subject to outstanding warrants as of March 31, 2021 will be entitled to rights with respect to the registration of their shares under the Securities Act, subject to the lock-up agreements described under "—Lock-Up Agreements" above. Registration of these shares under the Securities Act would result in the shares becoming freely tradable without restriction under the Securities Act, except for shares purchased by affiliates, immediately upon the effectiveness of the registration statement of which this prospectus forms a part. Any sales of securities by these stockholders could have a material adverse effect on the trading price of our common stock. See "Description of Capital Stock—Registration Rights."

MATERIAL U.S. FEDERAL INCOME TAX CONSEQUENCES TO NON-U.S. HOLDERS OF OUR COMMON STOCK

The following is a summary of the material U.S. federal income tax considerations relating to the acquisition, ownership, and disposition of common stock acquired pursuant to this offering by non-U.S. holders (as defined below). This summary deals only with common stock held as a capital asset (within the meaning of Section 1221 of the Internal Revenue Code of 1986, as amended (the "Code")) and does not discuss all of the U.S. federal income tax considerations applicable to a non-U.S. holder that is subject to special treatment under U.S. federal income tax laws, including, but not limited to: a dealer in securities or currencies; a broker-dealer; a financial institution; a qualified retirement plan, individual retirement plan, or other tax-deferred account; a regulated investment company; a real estate investment trust; a tax-exempt organization; an insurance company; a person holding common stock as part of a hedging, integrated, conversion, or straddle transaction or a person deemed to sell common stock under the constructive sale provisions of the Code; a trader in securities that has elected the mark-to-market method of tax accounting; an accrual method taxpayer subject to special tax accounting rules under Section 451(b) of the Code; an entity that is treated as a partnership for U.S. federal income tax purposes; a person that received such common stock in connection with services provided; a corporation that accumulates earnings to avoid U.S. federal income tax; a corporation organized outside the United States, any state thereof or the District of Columbia that is nonetheless treated as a U.S. corporation for U.S. federal income tax purposes; a person that is not a non-U.S. holder; a "controlled foreign corporation;" a "passive foreign investment company;" or a U.S. expatriate.

This summary is based upon provisions of the Code, its legislative history, applicable U.S. Treasury regulations promulgated thereunder, published rulings, and judicial decisions, all as in effect as of the date hereof. We have not sought, and will not seek, any ruling from the Internal Revenue Service (the "IRS") with respect to the tax consequences discussed herein, and there can be no assurance that the IRS will not take a position contrary to the tax consequences discussed below or that any position taken by the IRS would not be sustained. Those authorities may be repealed, revoked, or modified, perhaps retroactively, or may be subject to differing interpretations, which could result in U.S. federal income tax consequences different from those discussed below. This summary does not address all aspects of U.S. federal income tax, does not deal with all tax considerations that may be relevant to stockholders in light of their personal circumstances, and does not address the Medicare tax imposed on certain investment income or any state, local, foreign, gift, estate (except to the limited extent set forth herein), or alternative minimum tax considerations.

For purposes of this discussion, a "U.S. holder" is a beneficial holder of common stock that is for U.S. federal income tax purposes: an individual citizen or resident of the United States; a corporation (or any other entity treated as a corporation for U.S. federal income tax purposes) created or organized in or under the laws of the United States, any state thereof or the District of Columbia; an estate the income of which is subject to U.S. federal income taxation regardless of its source; or a trust if it (1) is subject to the primary supervision of a court within the United States and one or more U.S. persons have the authority to control all substantial decisions of the trust, or (2) was in existence on August 20, 1996 and has a valid election in effect under applicable U.S. Treasury regulations to be treated as a U.S. person.

For purposes of this discussion, a "non-U.S. holder" is a beneficial owner of common stock that is neither a U.S. holder nor a partnership (or any other entity or arrangement that is treated as a partnership) for U.S. federal income tax purposes regardless of its place of organization or formation. If a partnership (or an entity or arrangement that is treated as a partnership for U.S. federal income tax purposes) holds common stock, the tax treatment of a partner will generally depend upon the status of the partner and the activities of the partnership. A partner of a partnership holding common stock is urged to consult its tax advisors.

PROSPECTIVE INVESTORS ARE URGED TO CONSULT THEIR TAX ADVISORS CONCERNING THE U.S. FEDERAL INCOME, ESTATE, AND OTHER TAX CONSEQUENCES OF ACQUIRING, OWNING, AND DISPOSING OF OUR COMMON STOCK IN LIGHT OF THEIR

SPECIFIC SITUATIONS, AS WELL AS THE TAX CONSEQUENCES ARISING UNDER ANY STATE, LOCAL, OR NON-U.S. TAX LAWS AND ANY OTHER U.S. FEDERAL TAX LAWS (INCLUDING THE U.S. FEDERAL ESTATE AND GIFT TAX LAWS).

Distributions on Our Common Stock

Distributions with respect to common stock, if any, generally will constitute dividends for U.S. federal income tax purposes to the extent paid out of current or accumulated earnings and profits, as determined for U.S. federal income tax purposes. Any portion of a distribution in excess of current or accumulated earnings and profits will be treated as a return of capital and will first be applied to reduce the holder's tax basis in its common stock, but not below zero. Any remaining amount will then be treated as gain from the sale or exchange of the common stock and will be treated as described under "—Disposition of Our Common Stock" below.

Distributions treated as dividends that are paid to a non-U.S. holder, if any, with respect to shares of our common stock will be subject to U.S. federal withholding tax at a rate of 30% (or such lower rate as may be specified in an applicable income tax treaty) of the gross amount of the dividends unless the dividends are effectively connected with the non-U.S. holder's conduct of a trade or business in the United States subject to the discussion below regarding foreign accounts. If a non-U.S. holder is engaged in a trade or business in the United States and dividends with respect to the common stock are effectively connected with the conduct of that trade or business and, if required by an applicable income tax treaty, are attributable to a U.S. permanent establishment, then although the non-U.S. holder will generally be exempt from the 30% U.S. federal withholding tax, provided certain certification requirements are satisfied, the non-U.S. holder will be subject to U.S. federal income tax on those dividends on a net income basis at regular graduated U.S. federal income tax rates in the same manner as if such holder were a resident of the United States. Any such effectively connected income received by a foreign corporation may, under certain circumstances, be subject to an additional branch profits tax equal to 30% (or lower applicable income tax treaty rate) of its effectively connected earnings and profits for the taxable year, as adjusted under the Code. To claim the exemption from withholding with respect to any such effectively connected income, the non-U.S. holder must generally furnish to us or our paying agent a properly executed IRS Form W-8ECI (or applicable successor form). In the case of a non-U.S. holder that is an entity, Treasury Regulations and the relevant tax treaty provide rules to determine whether, for purposes of determining the applicability of a tax treaty, dividends will be treated as paid to the entity or to those holding an interest in that entity. If a non-U.S. holder holds stock through a financial institution or other agent acting on the holder's behalf, the holder will be required to provide appropriate documentation to such agent. Such holder's agent will then be required to provide certification to us or our paying agent.

A non-U.S. holder of shares of common stock who wishes to claim the benefit of a reduced rate of withholding tax under an applicable treaty must furnish to us or our paying agent a valid IRS Form W-8BEN or IRS Form W-8BEN-E (or applicable successor form) certifying such holder's qualification for the exemption or reduced rate. If a non-U.S. holder is eligible for a reduced rate of U.S. withholding tax pursuant to an income tax treaty and does not timely file the required certification, it may obtain a refund or credit of any excess amounts withheld by timely filing a U.S. tax return with the IRS. Non-U.S. holders are urged to consult their tax advisors regarding their entitlement to benefits under a relevant income tax treaty.

Disposition of Our Common Stock

Subject to the discussion below regarding backup withholding, a non-U.S. holder generally will not be subject to U.S. federal income tax on any gain from a sale, exchange or other disposition of our stock unless: (a) that gain is effectively connected with the non-U.S. holder's conduct of a trade or business in the United States (and, if required by an applicable income tax treaty, is attributable to a U.S. permanent establishment maintained by the non-U.S. holder); (b) the non-U.S. holder is a nonresident alien individual who is present in the United States for 183 days or more in the taxable year of that disposition, and certain other conditions are

met; or (c) we are or have been a "United States real property holding corporation" within the meaning of Code Section 897(c)(2) for U.S. federal income tax purposes at any time during the shorter of the five-year period preceding the date of disposition or the holder's holding period for our common stock, and certain other requirements are met. Although there can be no assurance, we believe that we are not, and we do not anticipate becoming, a United States real property holding corporation for U.S. federal income tax purposes. Even if we are treated as a United States real property holding corporation, gain realized by a non-U.S. holder on a disposition of our common stock will not be subject to U.S. federal income tax so long as (1) the non-U.S. holder owned, directly, indirectly and constructively, no more than five percent of our common stock at all times within the shorter of (x) the five-year period preceding the disposition, or (y) the holder's holding period, and (2) our common stock is regularly traded on an established securities market. Although Nasdaq qualifies as an established securities market, there can be no assurance that our common stock will continue to qualify as regularly traded on an established securities market. If any gain on your disposition is taxable because we are a United States real property holding corporation and your ownership of our common stock exceeds five percent, you will be taxed on such disposition generally in the manner applicable to U.S. persons and in addition, a purchaser of your common stock may be required to withhold tax with respect to that obligation.

If a non-U.S. holder is described in clause (a) of the preceding paragraph, the non-U.S. holder will generally be subject to tax on the net gain derived from the disposition at the regular graduated U.S. federal income tax rates in the same manner as if such non-U.S. holder were a U.S. person, unless an applicable income tax treaty provides otherwise. In addition, a non-U.S. holder that is a corporation may be subject to the branch profits tax at a rate equal to 30% (or lower applicable income tax treaty rate) of its effectively connected earnings and profits. If the non-U.S. holder is an individual described in clause (b) of the preceding paragraph, the non-U.S. holder will generally be subject to a flat 30% tax on the gain derived from the disposition, which may be offset by U.S. source capital losses even though the non-U.S. holder is not considered a resident of the United States, provided that the non-U.S. holder has timely filed U.S. federal income tax returns with respect to such losses.

U.S. Federal Estate Tax

The estate of a nonresident alien individual is generally subject to U.S. federal estate tax on property he or she is treated as the owner of, or has made certain life transfers of, having a U.S. situs. Because we are a U.S. corporation, our common stock will be U.S. situs property and therefore will be included in the taxable estate of a nonresident alien decedent for U.S. federal estate tax purposes, unless an applicable estate tax treaty between the United States and the decedent's country of residence provides otherwise.

Information Reporting and Backup Withholding Tax

We report to our non-U.S. holders and the IRS certain information with respect to any dividends we pay on our common stock, including the amount of dividends paid during each fiscal year, the name and address of the recipient, and the amount, if any, of tax withheld. All distributions to holders of common stock are subject to any applicable withholding. Information reporting requirements apply even if no withholding was required because the distributions were effectively connected with the non-U.S. holder's conduct of a U.S. trade or business or withholding was reduced by an applicable income tax treaty. This information also may be made available under a specific treaty or agreement with the tax authorities in the country in which the non-U.S. holder resides or is established. Under U.S. federal income tax law, interest, dividends, and other reportable payments may, under certain circumstances, be subject to "backup withholding" at the then applicable rate (currently, 24%). Backup withholding, however, generally will not apply to distributions on our common stock to a non-U.S. holder, provided the non-U.S. holder furnishes to us or our paying agent the required certification as to its non-U.S. status, such as by providing a valid IRS Form W-8BEN, IRS Form W-8BEN-E or IRS Form W-8ECI, or certain other requirements are met. Notwithstanding the foregoing, backup withholding may apply if either we or our paying agent has actual knowledge, or reason to know, that the holder is a U.S. person that is not an exempt recipient. Backup withholding is not an additional tax but merely an advance payment, which may be

credited against the tax liability of persons subject to backup withholding or refunded to the extent it results in an overpayment of tax and the appropriate information is timely supplied to the IRS.

Foreign Accounts

Certain withholding taxes may apply to certain types of payments made to "foreign financial institutions" (as specially defined under these rules) and certain other non-U.S. entities if certification, information reporting and other specified requirements are not met. A 30% withholding tax may apply to "withholdable payments" if they are paid to a foreign financial institution or to a non-financial foreign entity, unless (a) the foreign financial institution undertakes certain diligence and reporting obligations and other specified requirements are satisfied, or (b) the non-financial foreign entity either certifies it does not have any substantial U.S. owners or furnishes identifying information regarding each substantial U.S. owner and other specified requirements are satisfied. "Withholdable payment" generally means any payment of interest, dividends, rents, and certain other types of generally passive income if such payment is from sources within the United States. Treasury regulations proposed in December 2018 (and upon which taxpayers and withholding agents are entitled to rely) eliminate possible withholding under these rules on the gross proceeds from any sale or other disposition of our common stock, previously scheduled to apply beginning January 1, 2019. If the payee is a foreign financial institution, it must enter into an agreement with the U.S. Treasury requiring, among other things, that it undertake to identify accounts held by certain U.S. persons or U.S.-owned foreign entities, annually report certain information about such accounts and withhold 30% on payments to account holders whose actions prevent it from complying with these reporting and other requirements, or comply with comparable requirements under an applicable inter-governmental agreement between the United States and the foreign financial institution's home jurisdiction. If an investor does not provide the information necessary to comply with these rules, it is possible that distributions to such investor that are attributable to withholdable payments, such as dividends, will be subject to the 30% withholding tax. Holders should consult their own tax advisers regarding the implications of these rules for their investment in our common stock.

UNDERWRITING

BofA Securities, Inc. and Barclays Capital Inc. are acting as representatives of each of the underwriters named below. Subject to the terms and conditions set forth in an underwriting agreement among us and the underwriters, we will agree to sell to the underwriters, and each of the underwriters will agree, severally and not jointly, to purchase from us, the number of shares of common stock set forth opposite its name below.

Underwriters	Number of Shares
BofA Securities, Inc.	
Barclays Capital Inc.	
Allen & Company LLC	
Evercore Group L.L.C.	
William Blair & Company, L.L.C.	
Raymond James & Associates, Inc.	
JMP Securities LLC	
Total	

Subject to the terms and conditions set forth in the underwriting agreement, the underwriters will agree, severally and not jointly, to purchase all of the shares of common stock sold under the underwriting agreement if any of these shares are purchased. If an underwriter defaults, the underwriting agreement will provide that the purchase commitments of the nondefaulting underwriters may be increased or the underwriting agreement may be terminated.

We will agree to indemnify the underwriters against certain liabilities, including liabilities under the Securities Act, or to contribute to payments the underwriters may be required to make in respect of those liabilities.

The underwriters are offering the shares, subject to prior sale, when, as and if issued to and accepted by them, subject to approval of legal matters by their counsel, including the validity of the shares, and other conditions contained in the underwriting agreement, such as the receipt by the underwriters of officer's certificates and legal opinions. The underwriters reserve the right to withdraw, cancel or modify offers to the public and to reject orders in whole or in part.

Commissions and Discounts

The representatives have advised us that the underwriters propose initially to offer the shares to the public at the public offering price set forth on the cover page of this prospectus and to dealers at that price less a concession not in excess of $ per share. After the initial offering, the public offering price, concession or any other term of the offering may be changed.

The following table shows the public offering price, underwriting discounts and commissions, and proceeds before expenses to us. The information assumes either no exercise or full exercise by the underwriters of their option to purchase additional shares.

	Per Share	Without Option	With Option
Public offering price	$	$	$
Underwriting discounts and commissions	$	$	$
Proceeds, before expenses, to us	$	$	$

The expenses of the offering, not including underwriting discounts and commissions, are estimated at $ and are payable by us.

The underwriters have agreed to reimburse us for certain documented expenses incurred in connection with this offering.

Option to Purchase Additional Shares

We have granted an option to the underwriters, exercisable for 30 days after the date of this prospectus, to purchase up to additional shares at the public offering price, less underwriting discounts and commissions. If the underwriters exercise this option, each will be obligated, subject to conditions contained in the underwriting agreement, to purchase a number of additional shares proportionate to that underwriter's initial amount reflected in the above table.

No Sales of Similar Securities

We and our executive officers, directors, director nominees, and other existing security holders have agreed not to sell or transfer common stock of any class or securities convertible into, exchangeable for, exercisable for, or repayable with common stock, during the Restricted Period, subject to certain exceptions, without first obtaining the written consent of the Representatives. See "Shares Eligible for Future Sale—Lock-Up Agreements" for additional information. Specifically, we and these other persons have agreed, with certain limited exceptions, not to directly or indirectly:

- offer, pledge, sell or contract to sell any common stock,
- sell any option or contract to purchase any common stock,
- purchase any option or contract to sell any common stock,
- grant any option, right or warrant for the sale of any common stock,
- lend or otherwise dispose of or transfer any common stock,
- request or demand that we file or make a confidential submission of a registration statement related to any common stock, or
- enter into any swap or other agreement that transfers, in whole or in part, the economic consequence of ownership of any common stock whether any such swap or transaction is to be settled by delivery of shares or other securities, in cash or otherwise.

The restrictions on our executive officers, directors, director nominees, and the holders of substantially all of our outstanding equity securities described in the immediately preceding paragraph are subject to certain exceptions, provided that (1) the Representatives receive a signed lock-up agreement for the balance of the Restricted Period from each donee, trustee, distributee, or transferee, as the case may be, (2) any such transfer does not involve a disposition for value, (3) such transfers are not required to be reported with the SEC, except as permitted below, and (4) the signatory does not otherwise voluntarily effect any public filing or report regarding such transfers, including:

- transfers of common stock or any securities convertible into or exercisable or exchangeable for common stock as a bona fide gift or gifts, provided that no public announcement or filing under Section 16(a) of the Exchange Act or any other public filing or disclosure is made during the Restricted Period (other than any required Form 5 filing after the end of the calendar year in which such transaction occurs);
- transfers of common stock or any securities convertible into or exercisable or exchangeable for common stock by will or intestacy, provided that no public announcement or filing under Section 16(a) of the Exchange Act or any other public filing or disclosure is made during the Restricted Period, unless such filing is required and clearly indicates in the footnotes thereto the nature of the transaction;
- transfers of common stock or any securities convertible into or exercisable or exchangeable for common stock to any trust for the direct or indirect benefit of the signatory or any person which the signatory has a relationship to by blood, domestic partnership, marriage, or adoption, not more

remote than first cousin, or, if the signatory is a trust, to any beneficiaries of the signatory, provided, in all cases, that no public announcement or filing under Section 16(a) of the Exchange Act or any other public filing or disclosure shall be made during the Restricted Period (other than any required Form 5 filing after the end of the calendar year in which such transaction occurs);

- distributions of common stock or any securities convertible into or exercisable or exchangeable for common stock to limited partners, members, or stockholders of or other holders of equity interests in the signatory or the estate of any of the foregoing;
- transfers of common stock or any securities convertible into or exercisable or exchangeable for common stock to a corporation, partnership, limited liability company, or other entity that controls or is controlled by, or is under common control with, the signatory and/or person which the signatory has a relationship to by blood, domestic partnership, marriage, or adoption, not more remote than first cousin;
- transfers of common stock or any securities convertible into or exercisable or exchangeable for common stock to the signatory's affiliates or to any investment fund or other entity controlled or managed by the signatory;
- transfers pursuant to a bona fide third-party tender offer, merger, consolidation, or other similar transaction approved or recommended by our board of directors, made to all holders subject to the lock-up restrictions involving a change of control, provided that in the event that such tender offer, merger, consolidation, or other such transaction is not completed, the lock-up restrictions continue to apply;
- transfers of common stock or any securities convertible into or exercisable or exchangeable for common stock pursuant to an order of a court of competent jurisdiction in connection with a divorce settlement, provided that the signatory uses its commercially reasonable efforts to cause the transferee to agree in writing to be bound by the terms of the lock-up restrictions prior to such transfer, provided that no public announcement or filing under Section 16(a) of the Exchange Act or any other public filing or disclosure shall be made during the Restricted Period, unless such filing is required and clearly indicates in the footnotes thereto the nature of the transaction;
- transfers of common stock or any securities convertible into or exercisable or exchangeable for common stock for purposes of exercise and tax obligations only, to us upon exercise, vesting, or settlement of any right in respect of any option or other equity award granted under any incentive plan of ours described in this prospectus or any warrant to purchase our securities described in this prospectus, including the surrender of shares of common stock to the Company in "net" or "cashless" exercise of any option or warrant or the vesting or settlement of any other equity award (in each case to the extent permitted by the instruments representing such options, warrants, equity awards, or other securities), provided that the shares of common stock received by the undersigned upon exercise continue to be subject to the lock-up restrictions, provided further that no public announcement or filing under Section 16(a) of the Exchange Act or any other public filing or disclosure shall be made during the Restricted Period, unless such filing is required and clearly indicates in the footnotes thereto the nature and conditions of such transfer to us;
- sales of common stock purchased by the signatory as part of the offering or on the open market following this offering if and only if (i) such sales are not required to be reported in any public report or filing with the SEC or otherwise and (ii) the signatory does not otherwise voluntarily effect any public filing or report regarding such sales; or
- establishing a 10b5-1 trading plan that complies with Rule 10b5-1 under the Exchange Act so long as there are no sales of securities subject to the lock-up restrictions under such plans during the Restricted Period.

The restrictions on us described above are subject to certain exceptions, including:

- the sale of shares to the underwriters in connection with this offering;
- the issuance of shares of common stock by us upon the exercise (including any net exercise or exercise by delivery of already-owned shares of common stock) of an option or warrant or the conversion of a security outstanding on the date of this prospectus;
- the issuance of shares of common stock or options to purchase shares common stock granted pursuant to our existing employee benefit plans and any employee stock purchase plan, non-employee director compensation plan, or dividend reinvestment plan, referred to in the registration statement of which this prospectus forms a part;
- the filing by us of a registration statement with the SEC on Form S-8 or a successor form thereto with respect to the registration of securities to be offered under any plans or programs referred to above; or
- the sale or issuance of or entry into an agreement to sell or issue shares of common stock or other securities issued in connection with any (i) merger, (ii) acquisition of securities, businesses, properties or other assets, (iii) joint venture, or (iv) strategic alliance or relationship; provided, that the aggregate number of shares issued pursuant to foregoing shall not exceed 7.5% of the total number of outstanding shares of common stock immediately following the issuance and sale of the shares of common stock offered pursuant to this offering.

Certain of the exceptions described above are subject to a requirement that the transferee enter into a lock-up agreement with the underwriters containing similar restrictions. BofA Securities, Inc. and Barclays Capital Inc. may in their discretion release the common stock and other securities subject to the lock-up agreements described above in whole or in part at any time.

This lock-up provision applies to common stock and to securities convertible into or exchangeable or exercisable for or repayable with common stock. It also applies to common stock owned now or acquired later by the person executing the agreement or for which the person executing the agreement later acquires the power of disposition.

Listing

We have applied to list our common stock on Nasdaq under the symbol “DIBS.”

Before this offering, there has been no public market for our common stock. The initial public offering price will be determined through negotiations between us and the representatives. In addition to prevailing market conditions, the factors to be considered in determining the initial public offering price are:

- the valuation multiples of publicly traded companies that the representatives believe to be comparable to us,
- our financial information,
- the history of, and the prospects for, our company and the industry in which we compete,
- an assessment of our management, its past and present operations, and the prospects for, and timing of, our future revenues,

- the present state of our development, and
- the above factors in relation to market values and various valuation measures of other companies engaged in activities similar to ours.

An active trading market for the shares may not develop. It is also possible that after the offering the shares will not trade in the public market at or above the initial public offering price.

The representatives of the underwriters have advised us that the underwriters do not expect to sell more than 5% of the shares in the aggregate to accounts over which they exercise discretionary authority.

Price Stabilization, Short Positions and Penalty Bids

Until the distribution of the shares is completed, SEC rules may limit underwriters and selling group members from bidding for and purchasing our common stock. However, the representatives may engage in transactions that stabilize the price of the common stock, such as bids or purchases to peg, fix or maintain that price.

In connection with the offering, the underwriters may purchase and sell our common stock in the open market. These transactions may include short sales, purchases on the open market to cover positions created by short sales and stabilizing transactions. Short sales involve the sale by the underwriters of a greater number of shares than they are required to purchase in the offering. “Covered” short sales are sales made in an amount not greater than the underwriters’ option to purchase additional shares described above. The underwriters may close out any covered short position by either exercising their option to purchase additional shares or purchasing shares in the open market. In determining the source of shares to close out the covered short position, the underwriters will consider, among other things, the price of shares available for purchase in the open market as compared to the price at which they may purchase shares through the option granted to them. “Naked” short sales are sales in excess of such option. The underwriters must close out any naked short position by purchasing shares in the open market. A naked short position is more likely to be created if the underwriters are concerned that there may be downward pressure on the price of our common stock in the open market after pricing that could adversely affect investors who purchase in the offering. Stabilizing transactions consist of various bids for or purchases of shares of common stock made by the underwriters in the open market prior to the completion of the offering.

The underwriters may also impose a penalty bid. This occurs when a particular underwriter repays to the underwriters a portion of the underwriting discounts and commissions received by it because the representatives have repurchased shares sold by or for the account of such underwriter in stabilizing or short covering transactions.

Similar to other purchase transactions, the underwriters’ purchases to cover the syndicate short sales may have the effect of raising or maintaining the market price of our common stock or preventing or retarding a decline in the market price of our common stock. As a result, the price of our common stock may be higher than the price that might otherwise exist in the open market. The underwriters may conduct these transactions on Nasdaq, in the over-the-counter market or otherwise.

Neither we nor any of the underwriters make any representation or prediction as to the direction or magnitude of any effect that the transactions described above may have on the price of our common stock. In addition, neither we nor any of the underwriters make any representation that the representatives will engage in these transactions or that these transactions, once commenced, will not be discontinued without notice.

Electronic Distribution

In connection with the offering, certain of the underwriters or securities dealers may distribute prospectuses by electronic means, such as e-mail.

Other Relationships

Some of the underwriters and their respective affiliates have engaged in, and may in the future engage in, investment banking and other commercial dealings in the ordinary course of business with us or our affiliates. They have received, or may in the future receive, customary fees and commissions for these transactions.

In addition, in the ordinary course of their business activities, the underwriters and their respective affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of ours or our affiliates. The underwriters and their respective affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

Selling Restrictions

Notice to Prospective Investors in the European Economic Area

In relation to each Member State of the European Economic Area (each a "Relevant State"), no shares of common stock have been offered or will be offered pursuant to the offering to the public in that Relevant State prior to the publication of a prospectus in relation to the shares of common stock which has been approved by the competent authority in that Relevant State or, where appropriate, approved in another Relevant State and notified to the competent authority in that Relevant State, all in accordance with the Prospectus Regulation, except that offers of common stock may be made to the public in that Relevant State at any time under the following exemptions under the Prospectus Regulation:

(a) to any legal entity which is a qualified investor as defined under the Prospectus Regulation;

(b) to fewer than 150 natural or legal persons (other than qualified investors as defined under the Prospectus Regulation), subject to obtaining the prior consent of the representatives for any such offer; or

(c) in any other circumstances falling within Article 1(4) of the Prospectus Regulation,

provided that no such offer of shares of common stock shall require the Issuer or any Manager to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation.

Each person in a Relevant State who initially acquires any shares of common stock or to whom any offer is made will be deemed to have represented, acknowledged and agreed to and with the Company and the Managers that it is a qualified investor within the meaning of the Prospectus Regulation.

In the case of any shares of common stock being offered to a financial intermediary as that term is used in Article 5(1) of the Prospectus Regulation, each such financial intermediary will be deemed to have represented, acknowledged and agreed that the shares of common stock acquired by it in the offer have not been acquired on a non-discretionary basis on behalf of, nor have they been acquired with a view to their offer or resale to, persons in circumstances which may give rise to an offer to the public other than their offer or resale in a Relevant State to qualified investors, in circumstances in which the prior consent of the representatives has been obtained to each such proposed offer or resale.

We, the representatives and their affiliates will rely upon the truth and accuracy of the foregoing representations, acknowledgements and agreements.

For the purposes of this provision, the expression an "offer to the public" in relation to any shares of common stock in any Relevant State means the communication in any form and by any means of sufficient

information on the terms of the offer and any shares of common stock to be offered so as to enable an investor to decide to purchase or subscribe for any shares of common stock, and the expression "Prospectus Regulation" means Regulation (EU) 2017/1129.

The above selling restriction is in addition to any other selling restrictions set out below.

In connection with the offering, the representatives are not acting for anyone other than the issuer and will not be responsible to anyone other than the issuer for providing the protections afforded to their clients nor for providing advice in relation to the offering.

Notice to Prospective Investors in the United Kingdom

In relation to the United Kingdom ("UK"), no Shares have been offered or will be offered pursuant to the offering to the public in the UK prior to the publication of a prospectus in relation to the shares of common stock which has been approved by the Financial Conduct Authority in the UK in accordance with the UK Prospectus Regulation and the FSMA, except that offers of shares may be made to the public in the UK at any time under the following exemptions under the UK Prospectus Regulation and the FSMA:

(a) to any legal entity which is a qualified investor as defined under the UK Prospectus Regulation;

(b) to fewer than 150 natural or legal persons (other than qualified investors as defined under the UK Prospectus Regulation), subject to obtaining the prior consent of the representatives for any such offer; or

(c) at any time in other circumstances falling within section 86 of the FSMA,

provided that no such offer of Shares shall require the Issuer or any Manager to publish a prospectus pursuant to Section 85 of the FSMA or Article 3 of the UK Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the UK Prospectus Regulation.

Each person in the UK who initially acquires any shares of common stock or to whom any offer is made will be deemed to have represented, acknowledged and agreed to and with the Company and the Managers that it is a qualified investor within the meaning of the UK Prospectus Regulation.

In the case of any shares of common stock being offered to a financial intermediary as that term is used in Article 5(1) of the UK Prospectus Regulation, each such financial intermediary will be deemed to have represented, acknowledged and agreed that the shares acquired by it in the offer have not been acquired on a non-discretionary basis on behalf of, nor have they been acquired with a view to their offer or resale to, persons in circumstances which may give rise to an offer to the public other than their offer or resale in the UK to qualified investors, in circumstances in which the prior consent of the representatives has been obtained to each such proposed offer or resale.

The Company, the representatives, and their affiliates will rely upon the truth and accuracy of the foregoing representations, acknowledgements and agreements.

For the purposes of this provision, the expression an "offer to the public" in relation to any Shares in the UK means the communication in any form and by any means of sufficient information on the terms of the offer and any shares of common stock to be offered so as to enable an investor to decide to purchase or subscribe for any shares, the expression "UK Prospectus Regulation" means Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018, and the expression "FSMA" means the Financial Services and Markets Act 2000.

In connection with the offering, the representatives are not acting for anyone other than the issuer and will not be responsible to anyone other than the issuer for providing the protections afforded to their clients nor for providing advice in relation to the offering.

This document is for distribution only to persons who (i) have professional experience in matters relating to investments and who qualify as investment professionals within the meaning of Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (as amended, the "Financial Promotion Order"), (ii) are persons falling within Article 49(2)(a) to (d) ("high net worth companies, unincorporated associations etc.") of the Financial Promotion Order, (iii) are outside the United Kingdom, or (iv) are persons to whom an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000, as amended) in connection with the issue or sale of any securities may otherwise lawfully be communicated or caused to be communicated (all such persons together being referred to as "relevant persons"). This document is directed only at relevant persons and must not be acted on or relied on by persons who are not relevant persons. Any investment or investment activity to which this document relates is available only to relevant persons and will be engaged in only with relevant persons.

Notice to Prospective Investors in Switzerland

The shares may not be publicly offered in Switzerland and will not be listed on the SIX Swiss Exchange ("SIX") or on any other stock exchange or regulated trading facility in Switzerland. This document has been prepared without regard to the disclosure standards for issuance prospectuses under art. 652a or art. 1156 of the Swiss Code of Obligations or the disclosure standards for listing prospectuses under art. 27 ff. of the SIX Listing Rules or the listing rules of any other stock exchange or regulated trading facility in Switzerland. Neither this document nor any other offering or marketing material relating to the shares or the offering may be publicly distributed or otherwise made publicly available in Switzerland.

Neither this document nor any other offering or marketing material relating to the offering, the Company, the shares have been or will be filed with or approved by any Swiss regulatory authority. In particular, this document will not be filed with, and the offer of shares will not be supervised by, the Swiss Financial Market Supervisory Authority FINMA (FINMA), and the offer of shares has not been and will not be authorized under the Swiss Federal Act on Collective Investment Schemes ("CISA"). The investor protection afforded to acquirers of interests in collective investment schemes under the CISA does not extend to acquirers of shares.

Notice to Prospective Investors in the Dubai International Financial Centre

This prospectus relates to an Exempt Offer in accordance with the Offered Securities Rules of the Dubai Financial Services Authority ("DFSA"). This prospectus is intended for distribution only to persons of a type specified in the Offered Securities Rules of the DFSA. It must not be delivered to, or relied on by, any other person. The DFSA has no responsibility for reviewing or verifying any documents in connection with Exempt Offers. The DFSA has not approved this prospectus nor taken steps to verify the information set forth herein and has no responsibility for the prospectus. The shares to which this prospectus relates may be illiquid and/or subject to restrictions on their resale. Prospective purchasers of the shares offered should conduct their own due diligence on the shares. If you do not understand the contents of this prospectus you should consult an authorized financial advisor.

Notice to Prospective Investors in Australia

No placement document, prospectus, product disclosure statement or other disclosure document has been lodged with the Australian Securities and Investments Commission, in relation to the offering. This prospectus does not constitute a prospectus, product disclosure statement or other disclosure document under the Corporations Act 2001 (the "Corporations Act"), and does not purport to include the information required for a prospectus, product disclosure statement or other disclosure document under the Corporations Act.

Any offer in Australia of the shares may only be made to persons (the "Exempt Investors") who are "sophisticated investors" (within the meaning of section 708(8) of the Corporations Act), "professional investors" (within the meaning of section 708(11) of the Corporations Act) or otherwise pursuant to one or more

exemptions contained in section 708 of the Corporations Act so that it is lawful to offer the shares without disclosure to investors under Chapter 6D of the Corporations Act.

The shares applied for by Exempt Investors in Australia must not be offered for sale in Australia in the period of 12 months after the date of allotment under the offering, except in circumstances where disclosure to investors under Chapter 6D of the Corporations Act would not be required pursuant to an exemption under section 708 of the Corporations Act or otherwise or where the offer is pursuant to a disclosure document which complies with Chapter 6D of the Corporations Act. Any person acquiring shares must observe such Australian on-sale restrictions.

This prospectus contains general information only and does not take account of the investment objectives, financial situation or particular needs of any particular person. It does not contain any securities recommendations or financial product advice. Before making an investment decision, investors need to consider whether the information in this prospectus is appropriate to their needs, objectives and circumstances, and, if necessary, seek expert advice on those matters.

Notice to Prospective Investors in Hong Kong

The shares have not been offered or sold and will not be offered or sold in Hong Kong, by means of any document, other than (a) to "professional investors" as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong and any rules made under that Ordinance; or (b) in other circumstances which do not result in the document being a "prospectus" as defined in the Companies Ordinance (Cap. 32) of Hong Kong or which do not constitute an offer to the public within the meaning of that Ordinance. No advertisement, invitation or document relating to the shares has been or may be issued or has been or may be in the possession of any person for the purposes of issue, whether in Hong Kong or elsewhere, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to shares which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" as defined in the Securities and Futures Ordinance and any rules made under that Ordinance.

Notice to Prospective Investors in Japan

The shares have not been and will not be registered under the Financial Instruments and Exchange Law of Japan (Law No. 25 of 1948, as amended) and, accordingly, will not be offered or sold, directly or indirectly, in Japan, or for the benefit of any Japanese Person or to others for re-offering or resale, directly or indirectly, in Japan or to any Japanese Person, except in compliance with all applicable laws, regulations and ministerial guidelines promulgated by relevant Japanese governmental or regulatory authorities in effect at the relevant time. For the purposes of this paragraph, "Japanese Person" shall mean any person resident in Japan, including any corporation or other entity organized under the laws of Japan.

Notice to Prospective Investors in Singapore

This prospectus has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, the shares were not offered or sold or caused to be made the subject of an invitation for subscription or purchase and will not be offered or sold or caused to be made the subject of an invitation for subscription or purchase, and this prospectus or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the shares, has not been circulated or distributed, nor will it be circulated or distributed, whether directly or indirectly, to any person in Singapore other than (i) to an institutional investor (as defined in Section 4A of the Securities and Futures Act (Chapter 289) of Singapore, as modified or amended from time to time (the "SFA")) pursuant to Section 274 of the SFA, (ii) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA, or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the shares are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

(a) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or

(b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

securities or securities-based derivatives contracts (each term as defined in Section 2(1) of the SFA) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the shares pursuant to an offer made under Section 275 of the SFA except:

(a) to an institutional investor or to a relevant person, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the SFA;

(b) where no consideration is or will be given for the transfer;

(c) where the transfer is by operation of law; or

(d) as specified in Section 276(7) of the SFA.

Solely for the purposes of its obligations pursuant to Section 309B of the SFA, we have determined, and hereby notify all relevant persons (as defined in Section 309A of the SFA) that the shares are "prescribed capital markets products" (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

Notice to Prospective Investors in Canada

The shares may be sold only to purchasers purchasing, or deemed to be purchasing, as principal that are accredited investors, as defined in National Instrument 45-106 *Prospectus Exemptions* or subsection 73.3(1) of the *Securities Act* (Ontario), and are permitted clients, as defined in National Instrument 31-103 *Registration Requirements, Exemptions and Ongoing Registrant Obligations*. Any resale of the shares must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable securities laws.

Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if this prospectus (including any amendment thereto) contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser's province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser's province or territory for particulars of these rights or consult with a legal advisor.

Pursuant to section 3A.3 (or, in the case of securities issued or guaranteed by the government of a non-Canadian jurisdiction, section 3A.4) of National Instrument 33-105 *Underwriting Conflicts* (NI 33-105), the underwriters are not required to comply with the disclosure requirements of NI 33-105 regarding underwriter conflicts of interest in connection with this offering.

LEGAL MATTERS

The validity of the shares of common stock being offered by this prospectus will be passed upon for us by Pillsbury Winthrop Shaw Pittman LLP, New York, New York, and Palo Alto, California. Goodwin Procter LLP, New York, New York, is acting as counsel to the underwriters in connection with certain legal matters relating to the shares of common stock offered by the prospectus.

EXPERTS

The consolidated financial statements of 1stdibs.com, Inc. at December 31, 2019 and 2020, and for each of the two years in the period ended December 31, 2020, appearing in this Prospectus and Registration Statement have been audited by Ernst & Young LLP, independent registered public accounting firm, as set forth in their report thereon appearing elsewhere herein, and are included in reliance upon such report given on the authority of such firm as experts in accounting and auditing.

WHERE YOU CAN FIND ADDITIONAL INFORMATION

We have filed with the SEC a registration statement on Form S-1, including exhibits and schedules, under the Securities Act, with respect to the shares of common stock being offered by this prospectus. This prospectus, which constitutes part of the registration statement, does not contain all of the information in the registration statement and its exhibits. For further information with respect to us and the common stock offered by this prospectus, we refer you to the registration statement and its exhibits. Statements contained in this prospectus as to the contents of any contract or any other document referred to are not necessarily complete, and in each instance, we refer you to the copy of the contract or other document filed as an exhibit to the registration statement. Each of these statements is qualified in all respects by this reference.

You can read our SEC filings, including the registration statement, over the Internet at the SEC's website at www.sec.gov. You may also request a copy of these filings, at no cost, by writing us at 51 Astor Place, 3rd Floor, New York, New York 10003.

Upon completion of this offering, we will be subject to the information reporting requirements of the Exchange Act and we will file reports, proxy statements and other information with the SEC. These reports, proxy statements and other information will be available at the web site of the SEC referred to above. We also maintain a website at *www.1stdibs.com*, at which, following the completion of this offering, you may access these materials free of charge as soon as reasonably practicable after they are electronically filed with, or furnished to, the SEC. Information contained on or accessible through our website is not a part of this prospectus, and the inclusion of our website address in this prospectus is an inactive textual reference only.

INDEX TO CONSOLIDATED FINANCIAL STATEMENTS

Audited Consolidated Financial Statements:

1STDIBS.COM, INC

Report of Independent Registered Public Accounting Firm

To the Stockholders and the Board of Directors of 1stdibs.com, Inc.

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of 1stdibs.com, Inc. (the Company) as of December 31, 2020 and 2019, the related consolidated statements of operations, comprehensive loss, redeemable convertible preferred stock and stockholders' deficit and cash flows for each of the two years in the period ended December 31, 2020, and the related notes (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2020 and 2019, and the results of its operations and its cash flows for each of the two years in the period ended December 31, 2020, in conformity with U.S. generally accepted accounting principles.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audits we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion.

Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

/s/ Ernst & Young LLP

We have served as the Company's auditor since 2013.

New York, New York
March 29, 2021

1STDIBS.COM, INC
CONSOLIDATED BALANCE SHEETS
(Amounts in thousands, except share and per share amounts)

	December 31, 2019	December 31, 2020
Assets		
Current assets:		
Cash and cash equivalents	$ 55,470	$ 54,862
Accounts receivable, net of allowance for doubtful accounts of $42 and $51 at December 31, 2019 and 2020, respectively	525	887
Prepaid expenses	1,412	1,603
Receivables from payment processors	3,605	3,052
Other current assets	3,127	3,665
Total current assets	64,139	64,069
Property and equipment, net	9,132	5,136
Goodwill	7,180	7,212
Intangible assets, net	1,549	1,352
Notes receivable from related party	3,082	—
Other assets	3,656	3,573
Total assets	$ 88,738	$ 81,342
Liabilities, Redeemable Convertible Preferred Stock and Stockholders' Deficit		
Current liabilities:		
Accounts payable	$ 2,960	$ 4,548
Payables due to sellers	2,901	4,493
Accrued expenses	7,600	9,452
Other current liabilities	7,306	4,918
Total current liabilities	20,767	23,411
Other liabilities	3,763	3,352
Total liabilities	24,530	26,763
Commitments and contingencies (Note 20)		
Redeemable convertible preferred stock (Series A, B, C, C-1, and D), $0.01 par value; 57,771,864 shares authorized as of December 31, 2019 and 2020; 57,731,450 shares issued and outstanding as of December 31, 2019 and 2020; aggregate liquidation preference of $286,942 and $301,300 as of December 31, 2019 and 2020, respectively	283,430	298,525
Stockholders' equity (deficit):		
Common stock, $0.01 par value; 105,767,092 shares authorized as of December 31, 2019 and 2020; 32,594,048 and 34,128,381 shares issued and outstanding as of December 31, 2019 and 2020, respectively	326	341
Accumulated deficit	(219,303)	(244,085)
Accumulated other comprehensive loss	(245)	(202)
Total stockholders' deficit	(219,222)	(243,946)
Total liabilities, redeemable convertible preferred stock and stockholders' deficit	$ 88,738	$ 81,342

See accompanying notes to the consolidated financial statements

1STDIBS.COM, INC
CONSOLIDATED STATEMENTS OF OPERATIONS
(Amounts in thousands, except share and per share amounts)

	Year Ended December 31,	
	2019	2020
Net revenue	$ 70,567	$ 81,863
Cost of revenue	23,718	25,948
Gross profit	46,849	55,915
Operating expenses:		
Sales and marketing	44,170	36,526
Technology development	15,162	16,510
General and administrative	15,200	12,565
Provision for transaction losses	3,499	3,820
Total operating expenses	78,031	69,421
Loss from operations	(31,182)	(13,506)
Other income (expense), net:		
Interest income	718	194
Interest expense	(536)	(14)
Other income, net	738	809
Total other income (expense), net	920	989
Net loss before income taxes	(30,262)	(12,517)
Income tax benefit (provision)	409	(11)
Net loss	(29,853)	(12,528)
Accretion of redeemable convertible preferred stock to redemption value	(13,744)	(15,095)
Net loss attributable to common stockholders	$ (43,597)	$ (27,623)
Net loss per share attributable to common stockholders—basic and diluted	$ (1.35)	$ (0.83)
Weighted average common shares outstanding—basic and diluted	32,317,614	33,104,067

See accompanying notes to the consolidated financial statements.

1STDIBS.COM, INC
CONSOLIDATED STATEMENTS OF COMPREHENSIVE LOSS
(Amounts in thousands)

	Year Ended December 31,	
	2019	2020
Net loss	$ (29,853)	$ (12,528)
Other comprehensive loss:		
Foreign currency translation adjustment, net of tax of $0 for the years ended December 31, 2019 and 2020	28	43
Comprehensive loss	$ (29,825)	$ (12,485)

See accompanying notes to the consolidated financial statements.

1STDIBS.COM, INC
CONSOLIDATED STATEMENTS OF REDEEMABLE CONVERTIBLE PREFERRED STOCK AND STOCKHOLDERS' DEFICIT
(Amounts in thousands, except share amounts)

	Redeemable Convertible Preferred Stock		Common Stock		Additional Paid - In Capital	Accumulated Deficit	Accumulated Other Comprehensive Loss	Total Stockholders' Deficit
	Shares	Amount	Shares	Amount				
Balances as of January 1, 2019	41,807,021	$193,823	31,813,665	$ 318	$ —	$ (178,795)	$ (273)	$ (178,750)
Impact of adoption of ASC 606	—	—	—	—	—	882	—	882
Issuance of Series D redeemable convertible preferred stock, net of issuance costs of $3,934	15,924,429	75,863	—	—	—	—	—	—
Accretion of redeemable convertible preferred stock to redemption value	—	13,744	—	—	(2,207)	(11,537)	—	(13,744)
Issuance of common stock as acquisition consideration	—	—	520,435	5	786	—	—	791
Exercise of stock options	—	—	259,948	3	340	—	—	343
Stock-based compensation	—	—	—	—	1,081	—	—	1,081
Foreign currency translation adjustment	—	—	—	—	—	—	28	28
Net loss	—	—	—	—	—	(29,853)	—	(29,853)
Balances as of December 31, 2019	57,731,450	$283,430	32,594,048	$ 326	$ —	$ (219,303)	$ (245)	$ (219,222)
Accretion of redeemable convertible preferred stock to redemption value	—	15,095	—	—	(2,841)	(12,254)	—	(15,095)
Exercise of stock options	—	—	1,534,333	15	1,995	—	—	2,010
Stock-based compensation	—	—	—	—	846	—	—	846
Foreign currency translation adjustment	—	—	—	—	—	—	43	43
Net loss	—	—	—	—	—	(12,528)	—	(12,528)
Balances as of December 31, 2020	57,731,450	$298,525	34,128,381	$ 341	$ —	$ (244,085)	$ (202)	$ (243,946)

See accompanying notes to the consolidated financial statements

1STDIBS.COM, INC
CONSOLIDATED STATEMENTS OF CASH FLOWS
(Amounts in thousands)

	Year Ended December 31, 2019	2020
Cash flows used in operating activities:		
Net loss	$ (29,853)	$ (12,528)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation and amortization	5,150	6,023
Stock-based compensation expense	1,081	846
Change in fair value of deferred acquisition consideration	—	134
Provision for transaction losses and eCommerce returns	1,047	630
Amortization of costs to obtain revenue contracts	494	487
Amortization of debt issuance costs	334	—
Deferred rent	(2,006)	(2,837)
Deferred income taxes	(424)	—
Other	(149)	(11)
Changes in operating assets and liabilities:		
Accounts receivable	(123)	(652)
Prepaid and other current assets	(2,993)	359
Receivables from payment processors	(1,883)	553
Other assets	499	(163)
Accounts payable and accrued expenses	2,794	2,219
Payables due to sellers	804	1,592
Other current liabilities and other liabilities	6,759	(95)
Net cash used in operating activities	(18,469)	(3,443)
Cash flows provided by (used in) investing activities:		
Development of internal-use software	(4,191)	(1,782)
Proceeds from repayment of notes receivable with related party	—	3,112
Purchases of property and equipment	(1,911)	(44)
Acquisition of Design Manager, net of cash acquired	(2,308)	—
Net cash provided by (used in) investing activities	(8,410)	1,286
Cash flows from financing activities:		
Proceeds from exercise of stock options	343	2,010
Proceeds from the issuance of Series D redeemable convertible preferred stock, net of issuance costs	75,863	—
Repayment of long-term debt	(15,000)	—
Payment of deferred offering costs	—	(448)
Debt refinancing costs	(250)	—
Net cash provided by financing activities	60,956	1,562
Effect of exchange rate changes on cash, cash equivalents and restricted cash	117	(14)
Net increase (decrease) in cash, cash equivalents and restricted cash	34,194	(609)
Cash, cash equivalents, and restricted cash at beginning of year	24,610	58,804
Cash, cash equivalents, and restricted cash at end of year	$ 58,804	$ 58,195
Supplemental disclosure of cash flow information:		
Cash paid for income taxes	$ 2	$ 11
Cash paid for interest	456	14
Supplemental disclosure of non-cash activities:		
Accretion of redeemable convertible preferred stock to redemption value	$ 13,744	$ 15,095
Deferred offering costs included in accounts payable and accrued expenses	—	872
Issuance of common stock as acquisition consideration	791	—
Deferred acquisition consideration	846	—
Impact of adoption of ASC 606	(882)	—

See accompanying notes to the consolidated financial statements

1STDIBS.COM, INC
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Amounts in thousands, except share and per share data)

1. Nature of the Business and Basis of Presentation

1stdibs.com, Inc. ("1stDibs" or the "Company") is one of the world's leading online marketplaces for connecting design lovers with many of the best sellers and makers of vintage, antique, and contemporary furniture, home décor, jewelry, watches, art, and fashion. The Company's thoroughly vetted seller base, in-depth editorial content, and custom-built technology platform create trust in the Company's brand and facilitate high-consideration purchases of luxury design products online. By disrupting the way these items are bought and sold, 1stDibs is both expanding access to, and growing the market for, luxury design products.

The Company was incorporated in the state of Delaware on March 10, 2000 and is headquartered in New York, NY with additional offices in Pennsylvania, Colorado, and the United Kingdom.

The accompanying consolidated financial statements are prepared in accordance with the accounting principles generally accepted in the United States of America ("GAAP") and include the accounts of the Company and its wholly-owned subsidiaries, 1stdibs.com, Ltd. and 1stdibs Design Manager, Inc. ("Design Manager"). All intercompany accounts and transactions have been eliminated in consolidation.

2. Summary of Significant Accounting Policies

Use of Estimates

The preparation of the consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Significant estimates and assumptions reflected in these consolidated financial statements include, but are not limited to, revenue recognition, provision for transaction losses, accounting for business combinations, determination of useful lives of property and equipment, valuation and useful lives of intangible assets, impairment assessment of goodwill, internal-use software, valuation of common stock, stock option valuations, income taxes, and the recognition and disclosure of contingent liabilities. The Company evaluates its estimates and assumptions on an ongoing basis. Actual results could differ from those estimates and such differences may be material to the consolidated financial statements.

In March 2020, The World Health Organization ("WHO") declared the outbreak of a novel coronavirus ("COVID-19") as a global pandemic, which continues to spread throughout the United States and around the world. As a result of the ongoing COVID-19 pandemic, U.S. federal, state, local, and foreign governments have placed restrictions on physical movement, travel, and certain other activities. The Company's results of operations, cash flows, and financial condition have not been adversely impacted to date. The full extent of the impact of the pandemic on the Company's business, results of operations, cash flows, and financial condition depends on future developments that are highly uncertain and unpredictable, including the duration, severity, and spread of the pandemic, its impact on capital and financial markets, and any new information that may emerge concerning the virus or vaccines or other efforts to control the virus.

Given the uncertainty, the Company cannot reasonably estimate the impact on its future results of operations, cash flows, or financial condition. As of the date of issuance of the consolidated financial statements, the Company was not aware of any specific event or circumstance that would require it to update its estimates or the carrying value of its assets or liabilities. These estimates may change, as new events occur and additional information is obtained, and are recognized in the consolidated financial statements as soon as they become known. Actual results could differ from those estimates, and any such differences may be material to the Company's consolidated financial statements.

1STDIBS.COM, INC
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Amounts in thousands, except share and per share data)

Foreign Currency and Currency Translation

The functional currency for the Company's wholly owned foreign subsidiary, 1stdibs.com, Ltd., is the British pound. Assets and liabilities of 1stdibs.com, Ltd. are translated into United States dollars at the exchange rate in effect on the balance sheet date. Income and expenses are translated at the average exchange rate in effect during the period. Unrealized translation gains and losses are recorded as a translation adjustment, which is included in the consolidated statements of redeemable convertible preferred stock and stockholders' deficit as a component of accumulated other comprehensive loss. Adjustments that arise from exchange rate changes on transactions denominated in a currency other than the local currency are included in foreign exchange gain in total other income, net in the consolidated statements of operations.

Segment Information

An operating segment is defined as a component of a business for which separate financial information is available that is evaluated regularly by the chief operating decision maker. The Company operates and manages its business as one reportable and operating segment. The Company's chief executive officer, who is the chief operating decision maker, reviews financial information on a consolidated basis for purposes of evaluating financial performance and allocating resources. The Company's single reportable and operating segment contains two reporting units: 1stDibs, which consists of the Company's online marketplace that enables commerce between sellers and buyers; and Design Manager, which is the Company's separate online platform that is used to sell a software solution to interior designers.

Business Combinations

The Company has made acquisitions in the past and may continue to make acquisitions in the future. In determining whether an acquisition should be accounted for as a business combination or asset acquisition, the Company first determines whether or not substantially all of the fair value of the gross assets acquired is concentrated in a single identifiable asset or a group of similar identifiable assets. If this is the case, the single identifiable asset or the group of similar assets is not deemed to be a business and is instead deemed to be an asset. If this is not the case, the Company then further evaluates whether the single identifiable asset or group of similar identifiable assets and activities includes, at a minimum, an input and a substantive process that together significantly contribute to the ability to create outputs. If so, the Company concludes that the single identifiable asset or group of similar identifiable assets and activities is a business. The Company made one acquisition during 2019, which was considered a business acquisition.

The Company accounts for business combinations using the acquisition method of accounting. Application of this method of accounting requires that (i) identifiable assets acquired (including identifiable intangible assets) and liabilities assumed generally be measured and recognized at fair value as of the acquisition date, and (ii) the excess of the purchase price over the net fair value of identifiable assets acquired and liabilities assumed be recognized as goodwill, which is not amortized for accounting purposes but is subject to testing for impairment at least annually. Transaction costs related to business combinations are expensed as incurred.

Long-lived assets, primarily consisting of goodwill and other intangible assets, represent the largest components of the Company's acquisitions. The intangible assets that the Company has acquired include customer relationships, developed and acquired technology, trade names and associated trademarks. The intangible assets are valued using an income approach based on projected cash flows or a replacement cost approach. The estimated fair values of these intangible assets reflect various assumptions including discount rates, revenue growth rates, operating margins, terminal values, useful lives, and other prospective financial information.

1STDIBS.COM, INC
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Amounts in thousands, except share and per share data)

Determining the fair values of the assets and liabilities acquired is judgmental in nature and can involve the use of significant estimates and assumptions. The judgments made in determining the estimated fair values assigned to the assets acquired, as well as the estimated life of the assets, can materially impact net income in periods subsequent to the acquisition through depreciation and amortization, and in certain instances through impairment charges, if the asset becomes impaired in the future. When the Company makes an acquisition, it also acquires other assets and assumes liabilities. These other assets and liabilities typically include but are not limited to, accounts receivable, accounts payable, and other working capital items. Because of their short-term nature, the fair values of these other assets and liabilities generally approximate the book values on the acquired entities' balance sheets.

During the measurement period, which extends no later than one year from the acquisition date, the Company may record certain adjustments to the carrying value of the assets acquired and liabilities assumed with the corresponding offset to goodwill. After the measurement period, all adjustments are recorded in the consolidated statements of operations and consolidated statements of comprehensive loss as operating gains or losses.

Concentrations of Credit Risk

Financial instruments that potentially subject the Company to concentrations of credit risk consist principally of cash and cash equivalents. Cash and cash equivalents are placed with large financial institutions that management believes are of high credit quality. At times, the Company's cash balances with individual banking institutions are in excess of federally insured limits. The Company has not experienced any credit losses related to its cash and cash equivalents balance. As of December 31, 2019 and 2020, the Company had no single customer that represented more than 10% of the Company's net revenue. The Company's concentration of credit risk with respect to revenue is limited due to its diverse and geographically dispersed customer base.

Cash, Cash Equivalents and Restricted Cash

The following represents the Company's cash, cash equivalents and restricted cash as of the periods presented:

	December 31,	
	2019	2020
Cash and cash equivalents	$ 55,470	$54,862
Restricted cash	3,334	3,333
	$ 58,804	$58,195

The Company considers all short-term, highly liquid investments purchased with an original maturity of three months or less at the date of purchase to be cash equivalents. The Company's restricted cash relates to a Letter of Credit for its office lease in New York, New York and is included in other assets in the Company's consolidated balance sheets. The carrying value of the restricted cash approximates fair value.

Debt Issuance Costs

Debt issuance costs associated with the Company's long-term debt agreements are recorded as a reduction of the carrying value of the long-term debt on the Company's consolidated balance sheets and are

amortized to interest expense over the term of the respective debt agreement using the effective interest method. During February 2019, the Company repaid all amounts associated with its long-term debt and amortized all remaining debt issuance costs upon repayment of its long-term debt (See Note 14).

Deferred Offering Costs

The Company capitalizes certain legal, accounting, and other third-party fees that are directly related to the Company's in-process equity financings, including the planned initial public offering ("IPO"), until such financings are consummated. After consummation of the equity financing, these costs are recorded as a reduction of the proceeds received as a result of the offering. Should a planned equity financing be abandoned, terminated or significantly delayed, the deferred offering costs are immediately written off to operating expenses in the Company's consolidated statements of operations and consolidated statements of comprehensive loss. As of December 31, 2019, there were no deferred offering costs included in the Company's consolidated balance sheets. As of December 31, 2020, the Company recorded deferred offering costs of $1,320, which are included in other current assets in the Company's consolidated balance sheets.

Accounts Receivable, net

The Company's accounts receivable are customer obligations that are unconditional and are recorded at the amounts billed to customers. Accounts receivable are presented net of an estimated allowance for doubtful accounts for amounts that may not be collectible on the Company's consolidated balance sheets. The Company's accounts receivable do not bear interest and do not require collateral or other security to support related receivables. The Company establishes an allowance for doubtful accounts as losses are estimated to have occurred through a provision for bad debt. Losses are charged against the allowance when management believes the un-collectability of a receivable is confirmed. Subsequent recoveries, if any, are credited to the allowance. The allowance for doubtful accounts is evaluated on a regular basis by management and is based on past collection history and management's evaluation of accounts receivable. The evaluation is inherently subjective, as it requires estimates that are susceptible to significant revision as more information becomes available. Account balances are written off after all means of collection are exhausted and the potential for non-recovery is determined to be probable. Adjustments to the allowance for doubtful accounts are recorded as a component of provision for transaction losses in the consolidated statements of operations.

Receivables from Payment Processors and Payables Due to Sellers

Receivables from payment processors represent amounts received from buyers via third-party payment processors, including credit card, PayPal, ApplePay, and ACH payments, which will be deposited by the payment processors to 1stDibs' bank accounts for payment to sellers and shipping carriers. The Company also collects sales tax from buyers on behalf of sellers in certain jurisdictions as a marketplace facilitator and remits these collected taxes directly to the tax authorities.

The portion of the cash and related receivable remaining after deducting the Company's commission and processing fees represents the total payables due to third parties, which consists of payables due to sellers, payables due to shipping carriers in instances where 1stDibs' shipping services are elected by sellers, and payables due to tax authorities.

Property and Equipment, net

Property and equipment are stated at cost, net of accumulated depreciation and amortization. Depreciation and amortization are computed using the straight-line method over the estimated useful lives.

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The Company capitalizes costs related to internal-use software during the application development stage, including consulting costs and compensation expenses related to employees who devote time to the development projects. The Company records software development costs in property and equipment, net. Costs incurred in the preliminary stages of development activities and post implementation activities are expensed in the period incurred and are included in technology development in the consolidated statements of operations. The Company also capitalizes costs related to specific upgrades and enhancements when it is probable the expenditures will result in additional functionality. Once the project is available for general release, capitalization ceases, and the asset can begin being amortized. Capitalized costs associated with internal-use software are amortized on a straight-line basis over their estimated useful life, which is generally three years, and are included in cost of revenue in the consolidated statements of operations.

The general range of useful lives of property and equipment is as follows:

	Estimated Useful Life
Leasehold improvements	Lesser of lease term or life of asset
Furniture and fixtures	3 years
Computer equipment and software	3 years
Internal-use software	Lesser of contract term or 3 years

When assets are sold or retired, the cost and related accumulated depreciation or amortization of assets disposed of are removed from the accounts, with any resulting gain or loss recorded in income from operations in the consolidated statements of operations and consolidated statements of comprehensive loss. Costs of repairs and maintenance are expensed as incurred.

Goodwill

Goodwill represents the excess of cost over the fair value of the net tangible and identifiable intangible assets acquired in a business combination. Goodwill is not amortized but is tested for impairment annually or more frequently if events or changes in circumstances indicate that the asset may be impaired. The Company's goodwill impairment test is performed at the reporting unit level, based on the Company having two reporting units, 1stDibs and Design Manager.

The Company's goodwill impairment analysis first assesses qualitative factors to determine whether events or circumstances exist that would lead the Company to conclude it is more likely than not that the fair value of the reporting unit is below its carrying amount. Such qualitative factors include industry and market considerations, economic conditions, entity-specific financial performance, and other events such as changes in management, strategy, and primary customer base. If the Company determines that it is more likely than not that the fair value of the reporting unit is below the carrying amount, a quantitative goodwill assessment is required. In the quantitative evaluation, the fair value of the reporting unit is determined and compared to the carrying value. If the fair value is greater than the carrying value, then the goodwill is deemed not to be impaired and no further action is required. If the fair value is less than the carrying value, goodwill is considered impaired and a charge is reported as impairment of goodwill in the consolidated statements of operations. Based on the Company's assessment, there were no impairment losses recorded during the years ended December 31, 2019 and 2020.

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Intangible Assets

The Company's intangible assets include customer relationships, trade names and associated trademarks, acquired and developed technology, and other intangibles such as patents and non-compete agreements obtained through business acquisitions. Intangible assets acquired in a business combination are recognized at fair value using generally accepted valuation methods deemed appropriate for the type of intangible asset acquired, and reported net of accumulated amortization, separately from goodwill. Intangible assets are amortized over their estimated useful lives. Intangible assets are amortized on a straight-line basis as presented below:

Asset	Estimated Useful Life
Customer relationships	15 years
Trade names and associated trademarks	5-10 years
Acquired and developed technology	3 years
Other	3 years

Impairment of Long-Lived Assets

The Company reviews the carrying value of its long-lived assets for impairment whenever events and circumstances indicate the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual disposition. In cases where undiscounted expected future cash flows are less than the carrying value, an impairment loss is recognized equal to an amount by which the carrying value exceeds the fair value of assets. The factors considered by management in performing this assessment include current operating results, trends and prospects and the effects of obsolescence, demand, competition, and other economic factors. For the years ended December 31, 2019 and 2020, there were no indications of impairments.

Contingencies

The Company has certain contingent liabilities that arise in the ordinary course of business activities. The Company accrues for loss contingencies when losses become probable and are reasonably estimable. If the reasonable estimate of the loss is a range and no amount within the range is a better estimate, the minimum amount of the range is recorded as a liability on the Company's consolidated balance sheets. The Company does not accrue for contingent losses that, in its judgement, are considered to be reasonably possible, but not probable; however, it discloses the range of reasonably possible losses.

Fair Value of Financial Instruments

Certain assets and liabilities are carried at fair value in accordance with GAAP. Fair value is defined as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date.

Valuation techniques used to measure fair value requires the Company to maximize the use of observable inputs and minimize the use of unobservable inputs. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). Financial assets and liabilities carried at fair value are to be classified and disclosed in one of the following three levels of the fair value hierarchy, of which the first two are considered observable and the last is considered unobservable:

- Level 1—Quoted prices in active markets for identical assets or liabilities.

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

- Level 3—Unobservable inputs that are supported by little or no market activity that are significant to determining the fair value of the assets or liabilities, including pricing models, discounted cash flow methodologies, and similar techniques.

The carrying values of accounts receivable, net, prepaid expenses, receivables from payment processors, accounts payable, payables due to sellers, accrued expenses, and other current liabilities approximate their fair values due to the short-term nature of these assets and liabilities. The Company's deferred acquisition consideration in connection with its Design Manager acquisition (see Note 3) is carried at fair value, determined according to Level 3 inputs in the fair value hierarchy described above. The fair value of the deferred acquisition is determined by considering as an input the fair value per share of the Company's common stock which is determined through a third-party valuation.

There were no transfers between Level 1, Level 2 or Level 3 during the years ended December 31, 2019 and 2020.

Income Taxes

Income taxes are computed using the asset and liability approach that requires the recognition of deferred tax assets and liabilities for the expected future tax consequences of events that have been recognized in the Company's consolidated financial statements. In estimating future tax consequences, the Company considers all expected future events other than enactment of changes in tax laws or rates. A valuation allowance is recorded, if necessary, to reduce net deferred tax assets to their realizable values if management does not believe it is more likely than not that the net deferred tax assets will be realized.

The Company follows the provisions of the authoritative guidance from the Financial Accounting Standards Board ("FASB") on accounting for uncertainty in income taxes. These provisions provide a comprehensive model for the recognition, measurement, and disclosure in the financial statements of uncertain income tax positions that a company has taken or expects to take on a tax return. Under these provisions, a company can recognize the benefit of an income tax position only if it is more likely than not (greater than 50%) that the tax position will be sustained upon tax examination, based solely on the technical merits of the tax position. Otherwise, no benefit can be recognized. Assessing an uncertain tax position begins with the initial determination of the sustainability of the position and is measured at the largest amount of benefit that is greater than 50% likely of being realized upon ultimate settlement. As of each balance sheet date, unresolved uncertain tax positions must be reassessed. Additionally, the Company must accrue interest and related penalties, if applicable, on all tax exposures for which reserves have been established consistent with jurisdictional tax laws.

The Company's policy is to recognize interest and penalties related to uncertain tax positions in the provision for income taxes. As of December 31, 2019 and 2020, the Company had no accrued interest or penalties related to uncertain tax positions.

The Company assesses foreign investment levels periodically to determine if all or a portion of the Company's investments in its foreign subsidiary are indefinitely invested. Any required adjustment to the income tax provision (benefit) would be reflected in the period that the Company changes this assessment.

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The Company recognizes the tax on global intangible low-taxed income ("GILTI") earned by foreign subsidiaries as a period expense in the period the tax is incurred.

Net Loss per Share Attributable to Common Stockholders

The Company applies the two-class method to compute basic and diluted net loss per share when shares meet the definition of participating securities. The two-class method determines net loss per share for each class of common and participating securities according to dividends declared or accumulated and participation rights in undistributed earnings. The two-class method requires income available to common stockholders for the period to be allocated between common and participating securities based upon their respective rights to receive dividends as if all income for the period has been distributed. During periods of loss, there is no allocation required under the two-class method.

Basic net loss per share attributable to common stockholders is computed by dividing the net loss attributable to common stockholders by the weighted average number of common shares outstanding for the period without consideration of potentially dilutive common stock. Diluted net loss attributable to common stockholders is computed by adjusting net loss attributable to common stockholders to reallocate undistributed earnings based on the potential impact of dilutive securities. Diluted net loss per share attributable to common stockholders is computed by dividing the diluted net loss attributable to common stockholders by the weighted average number of common shares outstanding for the period, including potential dilutive common shares. For purpose of this calculation, outstanding stock options, redeemable convertible preferred stock, and warrants to purchase shares of common stock, are considered potential dilutive common shares.

Revenue Recognition

The Company generates revenue primarily from the Company's seller marketplace services as well as other optional services sold to sellers including advertisements, and software services sold to interior designers. Revenue is recognized as the Company transfers control of promised goods or services to customers, in an amount that reflects the consideration the Company expects to be entitled to in exchange for those goods or services. The Company evaluates whether it is appropriate to recognize revenue on a gross or net basis based upon its evaluation of whether the Company obtains control of the specified goods or services by considering if it is primarily responsible for fulfillment of the promise, has inventory risk, has the latitude in establishing pricing and selecting suppliers, among other factors.

Seller Marketplace Services (Subscriptions, Listings and Marketplace Transactions)

The Company sells subscriptions to access the 1stDibs online marketplace, which allow sellers to promote and list items to be sold to buyers and execute successful purchase transactions with buyers. Through the subscription the sellers receive the benefit of marketplace activities, including listing items for sale, completing sales transactions, and payments processing, which represents a single stand-ready performance obligation. The Company has determined that its customers are sellers on its online marketplace since sellers pay for the use of the platform to sell their inventory. The Company offers sellers annual subscriptions that are payable on a monthly basis. If during the annual subscription period a seller ceases to make its monthly payment, the Company is no longer obligated to provide the subscribed services and the seller can be terminated at the Company's sole discretion.

The Company earns listing fees from sellers who are subscribed to its online marketplace on a per item basis as directed by the seller to promote certain items at the seller's discretion.

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The Company charges sellers commission and processing fees for successful purchases through its online marketplace. The commission fees range from 5% to 50% and processing fees are 3%, net of expected refunds. If a seller accepts a return or refund of an on-platform purchase, the related commission and processing fees are refunded to the seller. The Company records discounts provided to the end buyer, to whom the Company has no performance obligation, such as promotional discounts, in sales and marketing expense since the discounts are not related directly to the Company's revenue source but rather used as a marketing tool, and the seller is not made aware of the discounts provided to the end buyer.

For the items purchased through the 1stDibs marketplace, the Company collects the gross merchandise value from the buyer, but the Company recognizes the associated revenue on a net basis, which equates to the commissions and processing fees earned in exchange for the seller marketplace facilitation services. The Company does not take title to inventory sold or assume risk of loss at any point in time during the transaction and is authorized to collect consideration from the buyer and remit net consideration to the seller to facilitate the processing of the confirmed purchase transaction.

The subscription fee is recognized monthly, the commission and processing fees are recognized net of estimated refunds when the corresponding transaction is confirmed by the buyer and seller, and listing fees are recognized ratably over time when the listing is publicly posted.

Advertisements

Advertising revenue is generated by displaying seller ads on the 1stDibs online marketplace. For advertising services, the Company enters into agreements with advertisers, or sellers, in the form of signed insertion orders, which specify the terms of services and fees, prior to advertising campaigns being run. The Company recognizes revenue from the display of impression-based ads in the period in which the impressions are delivered in accordance with the contractual terms of the seller insertion orders. Impressions are considered delivered when an ad is displayed to users.

Software Services

Through the Company's subsidiary, Design Manager, the Company offers subscriptions to access software typically used by interior designers. Subscriptions do not provide customers with the right to take possession of the software supporting the applications and, as a result, are accounted for as service contracts. The Company offers both monthly and annual subscriptions. For software services, the Company offers subscriptions to customers that are tailored to design firms as an end-to-end business solution for project management and accounting and enters into agreements with the customers through their acceptance of online terms of service, which specifies the terms of services and fees, prior to the customers receiving access to the software platform.

Contract Costs

The Company capitalizes commission costs that are incremental and directly related to the acquisition of seller agreements. Commissions are earned by the Company's sales force when the seller's listings are publicly visible and available for purchase on the 1stDibs marketplace. Commission costs are capitalized when earned and are amortized as expense over an estimated seller relationship period of three years. The Company determined the estimated seller relationship period by taking into consideration the contractual term of the seller agreements, the seller's lifetime expected value, and the fact that no additional commission is paid for renewed seller agreements.

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As of December 31, 2019 and 2020, the Company recorded $766 and $599, respectively, of costs to obtain revenue contracts in the Company's consolidated balance sheets. Amortization of costs to obtain revenue contracts totaled $494 and $487 for the years ended December 31, 2019 and 2020, respectively, and are included in sales and marketing in the Company's consolidated statements of operations. The Company periodically reviews the costs to obtain revenue contracts to determine whether events or changes in circumstances have occurred that could impact the period of benefit of these costs to obtain revenue contracts.

Contract Balances from Contracts with Customers

A contract liability is an obligation to transfer goods or services for which consideration has been received or is due to a customer. Contract liabilities consist of deferred revenue that is unearned related to Design Manager software subscription fees charged to the Company's customers, and to a lesser extent, setup fees charged to new sellers at the inception of service and advertising fees charged to advertisers for which advertisements have not been delivered. Deferred revenue for setup fees is recognized as revenue over the expected life of the seller relationship. Deferred revenue for software and advertising fees is recognized as revenue in the periods in which services are provided. The current portion of deferred revenue was $508 as of December 31, 2019 and 2020, and are included in other current liabilities in the Company's consolidated balance sheets, and the non-current portion of deferred revenue was $67 and $108 as of December 31, 2019 and 2020, respectively, and are included in other liabilities in the Company's consolidated balance sheets (see Note 4).

Cost of Revenue

Cost of revenue includes payment processor fees and hosting expenses. Cost of revenue also includes expenses associated with payroll, employee benefits, stock-based compensation, consulting costs, amortization of internal-use software, and other headcount-related expenses associated with operations personnel supporting revenue-related operations. A portion of rent, related facilities and maintenance costs, and depreciation of property and equipment related to a gallery space used by the Company is also allocated to cost of revenue. A Surrender Agreement for the gallery lease was entered into in December 2019 (see Note 20).

In certain transactions where 1stDibs shipping services are elected by sellers, the Company facilitates shipping of items purchased from the seller to the buyer. The difference between the amount collected for shipping and the amount charged by the shipping carrier is included in cost of revenue in the consolidated statements of operations.

Sales and Marketing

Sales and marketing expenses include advertising expense, payroll, employee benefits, stock-based compensation, rent and related facilities and maintenance costs related to a gallery space used by the Company, depreciation of property and equipment related to the gallery, promotional discounts offered to new and existing buyers, incentives offered to select buyers who reach a certain purchase amount threshold, and other headcount-related expenses associated with sales and marketing personnel. Advertising expenses consist primarily of costs incurred promoting and marketing the Company's services, such as costs associated with acquiring new users through performance-based marketing, print advertising, email, and events. Promotional discounts and incentives represent incentives solely to end buyers and, therefore, are not considered payments made to the Company's customers. Buyers are not customers because access to the 1stDibs marketplace is free for buyers and the Company has no performance obligations with respect to buyers.

The Company expenses all advertising expenses as incurred. During the years ended December 31, 2019 and 2020, the Company incurred advertising expenses of approximately $14,616 and $15,117, respectively.

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Technology Development

Technology development expenses include payroll, employee benefits, stock-based compensation, and other headcount-related expenses associated with engineering and product development personnel and consulting costs related to technology development. The Company expenses all technology development expenses as incurred, except for those expenses that meet the criteria for capitalization as internal-use software.

General and Administrative

General and administrative expenses include payroll, employee benefits, stock-based compensation, rent and related facilities and maintenance costs, other headcount-related expenses associated with finance, facility and human resources related personnel, depreciation and amortization of property and equipment, and legal, accounting, and professional fees. The Company expenses all general and administrative expenses as incurred.

Provision for Transaction Losses

Provision for transaction losses consists primarily of losses resulting from our buyer protection program, including damages to products caused by shipping and transit, items that were not received or not as represented by the seller, and reimbursements to buyers at the Company's discretion if they are dissatisfied with their experience. The provision for transaction losses also includes bad debt expense associated with the Company's accounts receivable.

Stock-Based Compensation

The Company measures all stock-based awards granted to employees, directors, and non-employees based on the fair value on the date of the grant and recognizes compensation expense for those awards over the requisite service period, which is generally the vesting period of the respective award. The fair value of each stock option is estimated on the date of grant using the Black-Scholes option-pricing model, which requires inputs based on certain subjective assumptions, including the fair value of the Company's common stock, expected stock price volatility, the expected term of the award, the risk-free interest rate for a period that approximates the expected term of the option, and the Company's expected dividend yield. Expected volatility was calculated based on the implied volatilities from market comparisons of certain publicly traded companies and other factors. The expected option term was calculated based on the simplified method, which uses the midpoint between the vesting date and the contractual term, as the Company does not have sufficient historical data to develop an estimate based on participant behavior. The risk-free interest rate was based on the U.S. Treasury bond yield with an equivalent term. The Company has not paid dividends and has no foreseeable plans to pay dividends.

The fair value of common stock underlying options has historically been determined by the Company's board of directors, with input from management, and considering third-party valuations of the Company's common stock. Because there has been no public market for the Company's common stock, the board of directors has determined its fair value at the time of grant of the option by considering a number of objective and subjective factors, including financing investment rounds, operating and financial performance, the lack of liquidity of share capital, and general and industry specific economic outlook, among other factors. The fair value of the underlying common stock will be determined by the board of directors until such time as the Company's common stock is listed on an established stock exchange.

The Company classifies stock-based compensation expense in its consolidated statements of operations in the same manner in which the award recipient's payroll costs are classified or in which the award recipient's service payments are classified.

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Classification and Accretion of Redeemable Convertible Preferred Shares

The Company has classified the redeemable convertible preferred stock outside of stockholders' deficit in temporary equity in the Company's consolidated balance sheets due to the shares containing certain redemption features that are not solely within the control of the Company. The carrying values of the redeemable convertible preferred shares are accreted to their redemption values from the date of issuance through the earliest date of redemption using the effective interest method. Increases to the carrying value of the redeemable convertible preferred stock are charged to additional paid-in capital or accumulated deficit.

Reclassifications

Certain reclassifications have been made to the consolidated financial statements for the year ended December 31, 2019 to conform to classifications used in the consolidated financial statements for the year ended December 31, 2020. These reclassifications had no impact on net loss, stockholders' deficit, or cash flows as previously reported in the consolidated financial statements for the year ended December 31, 2019.

Recent Accounting Pronouncements

From time to time, new accounting pronouncements are issued by the FASB under its ASC or other standard setting bodies. The Company is an emerging growth company, as defined in the Jumpstart Our Business Startups Act of 2012 (the "JOBS Act"). Under the JOBS Act, emerging growth companies can delay adopting new or revised accounting standards issued subsequent to the enactment of the JOBS Act until such time as those standards apply to private companies. The Company has elected to use this extended transition period for complying with new or revised accounting standards that have different effective dates for public and private companies until the earlier of the date that it (i) is no longer an emerging growth company or (ii) affirmatively and irrevocably opts out of the extended transition period provided in the JOBS Act. As a result, these financial statements may not be comparable to companies that comply with the new or revised accounting pronouncements as of public company effective dates.

Recently Adopted Accounting Pronouncements

In May 2014, the FASB issued ASU No. 2014-09, *Revenue from Contracts with Customers (Topic 606)*, to supersede nearly all existing revenue recognition guidance under U.S. GAAP. ASC 606 includes the required steps to achieve the core principle that an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. The Company adopted ASC 606 on January 1, 2019, using the modified retrospective method. The standard was applied to all contracts at the date of adoption. Results for the years ended December 31, 2019 and 2020 are presented under ASC 606. In connection with the adoption, the Company adjusted accumulated deficit as of January 1, 2019 to reverse $882 of sales commission expense that had previously been recognized and recorded it as an asset in other current assets and other assets on the consolidated balance sheets. There were no other material impacts to the consolidated financial statements as a result of adopting this standard.

In January 2017, the FASB issued ASU 2017-04, *Intangibles—Goodwill and Other*, which simplifies the accounting for goodwill impairment for all entities by requiring impairment charges to be based on the first step in the current two-step impairment test under ASC 350. Under current guidance, if the fair value of a reporting unit is lower than its carrying amount (Step 1), an entity calculates any impairment charge by comparing the implied fair value of goodwill with its carrying amount (Step 2). The implied fair value of

goodwill is calculated by deducting the current fair value of all assets and liabilities of the reporting unit from the reporting unit's fair value as determined in Step 1. Under ASU 2017-04, if a reporting unit's carrying amount exceeds its fair value, an entity will record an impairment charge based on that difference. The impairment charge will be limited to the amount of goodwill allocated to that reporting unit. The guidance is effective for fiscal years beginning after December 15, 2020, and early adoption is permitted for annual and interim goodwill impairment testing dates after January 1, 2017. The guidance must be applied prospectively. The Company adopted this standard on January 1, 2019. The adoption of this standard did not have a material effect on the Company's consolidated financial statements.

In June 2018, the FASB issued ASU 2018-07, *Improvements to Nonemployee Share-Based Payment Accounting (Topic 718)*, which simplifies the accounting for share-based payments to nonemployees by aligning it with the accounting for share-based payments to employees and directors, with certain exceptions. Under ASU 2018-07, an entity should apply the requirements of Topic 718 to nonemployee awards except for specific guidance on inputs to an option pricing model and the attribution of cost. The amendments specify that Topic 718 applies to all share-based payment transactions in which a grantor acquires goods or services to be used or consumed in a grantor's own operations by issuing share-based payment awards. The amendments also clarify that Topic 718 does not apply to share-based payments used to effectively provide (1) financing to the issuer or (2) awards granted in conjunction with selling goods or services to customers as part of a contract accounted for under ASC 606. The new standard is effective for non-public companies for annual reporting periods beginning after December 15, 2019 with early adoption permitted, but no earlier than an entity's adoption of ASC 606. The Company adopted this standard on January 1, 2019. The adoption of this standard did not have a material effect on the Company's consolidated financial statements.

Recently Issued Accounting Pronouncements Not Yet Adopted

In February 2016, the FASB issued ASU 2016-02, *Leases (Topic 842)*. The guidance in ASU 2016-02 supersedes the leasing guidance in Topic 840, *Leases*. Under the new guidance, lessees are required to recognize lease assets and lease liabilities on the balance sheet for all leases with terms longer than 12 months. Leases will be classified as either finance or operating, with classification affecting the pattern of expense recognition in the consolidated statements of operations. An entity may adopt the guidance either (1) retrospectively to each prior reporting period presented in the financial statements with a cumulative-effect adjustment recognized at the beginning of the earliest comparative period presented or (2) retrospectively at the beginning of the period of adoption through a cumulative-effect adjustment. The guidance is effective for fiscal years and interim periods beginning after December 15, 2018 for public companies, and for fiscal years beginning after December 15, 2021, and interim periods within annual periods beginning after December 15, 2022, for all other entities. The Company plans to adopt this standard on January 1, 2022 and is currently evaluating the impact of this standard on its consolidated financial statements.

In August 2018, the FASB issued ASU 2018-15, *Intangibles—Goodwill and Other—Internal-Use Software (Subtopic 350-40)*. The update is associated with customer accounting for implementation costs incurred in a cloud computing arrangement that is a service contract. The amendments align the requirements for capitalizing implementation costs incurred in a hosting arrangement that is a service contract with the requirements for capitalizing implementation costs incurred to develop or obtain internal-use software. The guidance is effective for fiscal years and interim periods beginning after December 15, 2019 for public companies, and for fiscal years beginning after December 15, 2020, and interim periods within annual periods beginning after December 15, 2021, for all other entities. The Company plans to adopt this standard on January 1, 2021 and does not expect the adoption of this standard to have a material impact on its consolidated financial statements and related disclosures.

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In December 2019, the FASB issued ASU 2019-12, *Simplifying the Accounting for Income Taxes* which simplifies the accounting for income taxes, eliminates certain exceptions with ASC 740 and clarifies certain aspects of the current guidance to promote consistency among reporting entities. This guidance is effective for fiscal years and interim periods beginning after December 15, 2020 for public companies and for fiscal years beginning after December 15, 2021 for nonpublic companies, with early adoption permitted. The Company plans to adopt this standard on January 1, 2022 and is currently evaluating the effects of adopting this guidance on its consolidated financial statements.

In August 2020, the FASB issued ASU 2020-06, *Debt with Conversion and Other Options (Subtopic 470-20) and Derivatives and Hedging—Contracts in Entity's Own Equity (Subtopic 815-40*). This standard eliminates the beneficial conversion and cash conversion accounting models for convertible instruments. It also amends the accounting for certain contracts in an entity's own equity that are currently accounted for as derivatives because of specific settlement provisions. In addition, the new guidance modifies how particular convertible instruments and certain contracts that may be settled in cash or shares impact the diluted earnings per share ("EPS") computation. Additionally, the amended guidance requires the application of the if-converted method for calculating diluted EPS and the treasury stock method will no longer be available. For public business entities, it is effective for fiscal years beginning after December 15, 2021, including interim periods within those fiscal years using the fully retrospective or modified retrospective method. For all other entities, the amendments are effective for fiscal years beginning after December 15, 2023, including interim periods within those fiscal years. Early adoption is permitted but no earlier than fiscal years. The Company plans to adopt this standard on January 1, 2024 and is currently evaluating the effects of adopting this guidance on its consolidated financial statements.

3. Acquisitions

The below acquisition qualifies as a business combination, and the Company has recorded all assets acquired and liabilities assumed at their acquisition-date fair values. The excess of the purchase price in the acquisition over the fair value of the tangible and identifiable intangible assets acquired less the liabilities assumed has been recorded as goodwill. The goodwill arising from the acquisition consists largely of the synergies and economies of scale expected from combining the operations of the businesses. The transaction expenses associated with business acquisitions were $794 and $0 for the years ended December 31, 2019 and 2020, respectively, and are included in general and administrative expenses in the Company's consolidated statements of operations.

Design Manager

On May 2, 2019, the Company acquired 100% of the outstanding equity of Franklin Potter Associates, Inc. and its subsidiary, doing business as Design Manager, a privately-held company that sells subscriptions to a software solution to interior designers to assist with project management, purchasing, and accounting for a total purchase consideration of $4,150, subject to customary purchase price adjustments. The acquisition was intended to further enhance the Company's offerings to interior designers, as both the 1stDibs and Design Manager platforms offer tools that are integral to their businesses.

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The fair value of the assets acquired and the liabilities assumed in the business combination were as follows:

	As of May 2, 2019
Current assets	$ 242
Property and equipment	105
Intangible assets	1,680
Other assets	4
Total identifiable assets acquired	2,031
Deferred revenue	(300)
Other current liabilities	$ (193)
Other liabilities	(424)
Total liabilities assumed	(917)
Net identifiable assets acquired	1,114
Goodwill	3,036
Net assets acquired	$ 4,150

The results of Design Manager have been included in the consolidated financial statements since the date of acquisition.

The total purchase consideration is as follows:

Cash paid at closing	$2,513
Shares issued at closing	791
Cash to be paid at second anniversary of closing	640
Shares to be issued at second anniversary of closing	206
	$4,150

The cash to be paid and the shares to be issued at the second anniversary after the closing date represent deferred acquisition consideration that secured the sellers' indemnity obligations for general representations and warranties of the sellers. To the Company's knowledge, the representations and warranties were accurate as of the acquisition date and no event or condition has occurred that would result in a claim against deferred acquisition consideration. The deferred acquisition consideration included in the purchase price is recorded in other liabilities at December 31, 2019, and in other current liabilities at December 31, 2020, in the Company's consolidated balance sheets.

The Company recorded the shares to be issued on the second anniversary of closing at fair value of $206 at the time of the acquisition. The shares to be issued are subsequently remeasured to fair value at each reporting date with changes in fair value recognized as a general and administrative expense in the Company's consolidated statements of operations. Changes in the fair value of the deferred acquisition consideration were immaterial during the year ended December 31, 2019. Changes in the fair value of the deferred acquisition consideration were $134 during the year ended December 31, 2020.

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The following table sets forth the components of identifiable intangible assets acquired and their estimated useful lives and fair values as of the acquisition date:

	Estimated Useful Life (in Years)	As of May 2, 2019
Customer relationships	15	$ 1,230
Developed technology	3	300
Trade name and trademarks	10	150
Total identifiable intangible assets acquired		$ 1,680

Developed technology acquired primarily consists of Design Manager's software services, which offer subscriptions to customers that are typically used by interior designers. The estimated fair value of the developed technology and customer relationships was determined based on the present value of expected cash flows to be generated by the existing technology and the existing customers. The Company expects to amortize the fair value of these intangible assets on a straight-line basis over their respective estimated useful lives.

4. Revenue Recognition

The following table summarizes the Company's net revenue by type of service for the periods presented:

	Year Ended December 31,	
	2019	2020
Seller marketplace services	$67,565	$78,811
Other services	3,002	3,052
	$70,567	$81,863

The Company generates revenue primarily from seller marketplace services and other services. Other services primarily consist of advertising revenues generated from displaying ads on the Company's online marketplace and offering subscriptions to access software typically used by interior designers.

Contract Balances from Contracts with Customers

The following table provides a rollforward of the deferred revenue amounts as follows:

Balance as of January 1, 2019	$ 353
Billings	606
Revenue recognized	(684)
Deferred revenue from Design Manager acquisition	300
Balance as of December 31, 2019	$ 575
Billings	967
Revenue recognized	(926)
Balance as of December 31, 2020	$ 616

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The Company does not disclose the value of remaining performance obligations for (i) contracts with an original contract term of one year or less, and (ii) variable consideration allocated entirely to a wholly unsatisfied performance obligation or to a wholly unsatisfied distinct service that forms part of a single performance obligation. The Company does not have any remaining performance obligations associated with contracts with terms greater than one year.

5. Accounts Receivable, net

Accounts receivable, net was $525 and $887 at December 31, 2019 and 2020, respectively. The Company recorded an allowance for doubtful accounts of $42 and $51 as of December 31, 2019 and 2020, respectively.

Changes in the allowance for doubtful accounts for the periods presented were as follows:

Balance as of January 1, 2019	$ 50
Provisions charged to operating results	138
Account write-offs	(146)
Balance as of December 31, 2019	$ 42
Provisions charged to operating results	280
Account write-offs	(271)
Balance as of December 31, 2020	$ 51

6. Other Current Assets

Other current assets as of December 31, 2019 and 2020 consisted of the following:

	December 31,	
	2019	2020
Lease termination incentive receivable	$ 1,250	$ —
Costs to obtain revenue contracts	448	363
Deferred offering costs	—	1,320
Other current assets	1,429	1,982
	$ 3,127	$ 3,665

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7. Property and Equipment, net

As of December 31, 2019 and 2020, property and equipment, net consisted of the following:

	December 31,	
	2019	2020
Internal-use software	$ 13,783	$ 14,625
Leasehold improvements	5,845	3,591
Furniture and fixtures	1,107	1,107
Computer equipment and software	708	753
Construction in progress	624	761
	22,067	20,837
Less: Accumulated depreciation and amortization	(12,935)	(15,701)
	$ 9,132	$ 5,136

As of December 31, 2019 and 2020, the net book value of internal-use software was $6,845 and $4,192, respectively. Depreciation expense related to the Company's property and equipment totaled $5,018 and $5,826, for the years ended December 31, 2019 and 2020, respectively, which included amortization expense for internal-use software of $3,517 and $4,295, respectively.

8. Goodwill and Intangible Assets

The changes in the carrying balance of goodwill for the periods presented were as follows:

Balance at January 1, 2019	$4,117
Goodwill related to Design Manager acquisition	3,036
Foreign currency translation adjustment	27
Balance at December 31, 2019	$7,180
Foreign currency translation adjustment	32
Balance at December 31, 2020	$7,212

Intangible Assets, net

Intangible assets subject to amortization consisted of the following as of December 31, 2019 and 2020:

	December 31, 2019			
	Weighted Average Remaining Amortization Period (in years)	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Customer relationships	14.3	$ 1,230	$ 55	$ 1,175
Acquired and developed technology	0.1	6,400	6,166	234
Trade names and associated trademarks	2.0	705	565	140
Other	—	64	64	—
		$ 8,399	$ 6,850	$ 1,549

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	December 31, 2020			
	Weighted Average Remaining Amortization Period (in years)	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Customer relationships	13.3	$ 1,230	$ 137	$ 1,093
Acquired and developed technology	0.1	6,400	6,266	134
Trade names and associated trademarks	1.8	705	580	125
Other	—	64	64	—
		$ 8,399	$ 7,047	$ 1,352

Total amortization expense for intangible assets was $132 and $197 for the years ending December 31, 2019 and 2020, respectively.

As of December 31, 2020 the estimated annual amortization expense for each of the next five years and thereafter is expected to be as follows:

Year Ending December 31,	Estimated Amortization Expense
2021	$ 197
2022	130
2023	97
2024	97
2025	97
Thereafter	734
	$ 1,352

9. Notes Receivable from Related Party

In December 2011, the Company loaned $1,100 to the Company's CEO, and received a promissory note (the "First Promissory Note") evidencing such loan, with an annual interest rate of 1.27%, compounded daily and maturing in December 2016. In April 2012, the Company loaned an additional $1,711 to the Company's CEO, and received an additional promissory note (the "Second Promissory Note", collectively together the "Notes Receivable from Related Party") evidencing such loan, with an annual interest rate of 1.08%, compounded daily, maturing in April 2017. The Notes Receivable from Related Party were secured by a pledge of all of the issued and outstanding shares of restricted common stock granted to the CEO.

In February 2016, the Company extended the maturity dates of the Notes Receivable from Related Party, with the First Promissory Note maturing in December 2021 and the Second Promissory Note maturing in April 2022. The Company further amended the notes in May 2018 to fully release all shares of restricted common stock from the promissory note pledge. The Notes Receivable from Related Party balance as of December 31, 2019 was $3,082, including $2,811 of principal and $271 of interest receivable. In December 2020, the Notes Receivable from Related Party were paid in full by the Company's CEO, including $2,811 of principal and $301 of interest receivable.

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10. Other Assets

Other assets as of December 31, 2019 and 2020 consisted of the following:

	December 31, 2019	December 31, 2020
Restricted cash	$3,334	$3,333
Other	322	240
	$3,656	$3,573

11. Accrued Expenses

Accrued expenses as of December 31, 2019 and 2020 consisted of the following:

	December 31, 2019	December 31, 2020
Shipping	$2,215	$2,901
Payroll	1,894	2,297
Sales & use tax payable	1,663	1,787
Allowance for transaction losses	614	844
Payment processor fees	573	883
Allowance for eCommerce returns	295	406
Other	346	334
	$7,600	$9,452

12. Other Current Liabilities

Other current liabilities as of December 31, 2019 and 2020 consisted of the following:

	December 31, 2019	December 31, 2020
Deferred rent	$2,837	$ 194
Sales and use tax contingencies	1,846	2,087
Buyer deposits	478	1,149
Exhibitor deposits and termination incentives	864	—
Acquisition holdback compensation	773	—
Deferred acquisition consideration	—	980
Deferred revenue	508	508
	$7,306	$4,918

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13. Other Liabilities

Other liabilities as of December 31, 2019 and 2020 consisted of the following:

	December 31,	
	2019	2020
Deferred rent	$2,846	$2,652
Deferred acquisition consideration	846	—
Deferred revenue	67	108
Other	4	592
	$3,763	$3,352

14. Debt

Credit Agreement

On November 28, 2016, the Company entered into a Loan and Security Agreement with Ally Bank (the "Lender"), which provided a $15,000 term loan (the "Term Loan") and a $10,000 revolving credit line (the "Revolver" and together with the Term Loan, the "Credit Agreement"), with the Term Loan having a maturity date of November 28, 2019 and the Revolver having a maturity date of November 28, 2018.

On November 28, 2018, the Company entered into an amendment ("Amended Credit Agreement") with the Lender with the Term Loan having an amended maturity date of November 28, 2020 and the Revolver having an amended maturity date of November 28, 2019. In connection with entering into the Amended Credit Agreement, the payment of the deferred issuance costs of $125 associated with the Credit Agreement was extended to November 28, 2020.

Borrowings under the Term Loan required monthly payments of interest only, followed by a balloon payment of all outstanding principal and accrued and unpaid interest due upon maturity. Subject to terms of the Amended Credit Agreement, the Company could borrow, prepay, and re-borrow amounts under the Revolver at any time prior to maturity. The Company was obligated to pay an unused line fee at a rate equal to 0.5% for the difference between the average daily outstanding principal balance and the Revolver line limit.

The Amended Credit Agreement accrued interest at the prime rate plus 2.5% and the interest rate could be no less than 6.0% on an annual basis. The prime rate was defined as the variable rate of interest per annum equal to the higher of (i) the rate of interest from time to time published by the Board of Governors of the Federal Reserve System or (ii) the Federal Funds Effective Rate plus 50 basis points.

On February 27, 2019, the Company terminated the Amended Credit Agreement and repaid all amounts due under the Amended Credit Agreement of $15,348, including outstanding principal of $15,000 and $348 of accrued and unpaid fees and interest. The Company recognized aggregate interest expense of $536 under the Amended Credit Agreement, including cash paid for interest associated with the Amended Credit Agreement of $202 and amortization of all remaining debt issuance costs upon repayment of the Amended Credit Agreement of $334, during the year ended December 31, 2019. As of February 27, 2019, the date of repayment of all borrowings under the Amended Credit Agreement, the contractual interest rate applicable to borrowings under the Amended Credit Agreement was 8.0%.

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15. Redeemable Convertible Preferred Stock

As of December 31, 2019 and 2020, the Company's amended and restated certificate of incorporation authorized the Company to issue 57,771,864 shares of Preferred Stock, par value of $0.01 per share.

Issuance of Redeemable Convertible Preferred Stock

In February and March 2019, the Company authorized the sale of 15,964,843 shares of Series D redeemable convertible preferred stock and issued 15,924,429 shares of Series D redeemable convertible preferred stock to several investors at a price of $5.01 per share, for gross proceeds of $75,863, excluding issuance costs of $3,934.

As of December 31, 2019 and 2020, redeemable convertible preferred stock consisted of the following:

	December 31, 2019				
	Preferred Stock Designated	Preferred Stock Issued and Outstanding	Carrying Value	Liquidation Preference	Common Stock Issuable Upon Conversion
Series A preferred stock	21,662,000	21,662,000	$ 90,091	$ 90,117	21,662,000
Series B preferred stock	10,996,181	10,996,181	59,927	59,939	10,996,181
Series C preferred stock	3,182,158	3,182,158	20,126	20,126	3,182,158
Series C-1 preferred stock	5,966,682	5,966,682	33,390	33,430	5,966,682
Series D preferred stock	15,964,843	15,924,429	79,896	83,330	15,924,429
	57,771,864	57,731,450	$ 283,430	$ 286,942	57,731,450

	December 31, 2020				
	Preferred Stock Designated	Preferred Stock Issued and Outstanding	Carrying Value	Liquidation Preference	Common Stock Issuable Upon Conversion
Series A preferred stock	21,662,000	21,662,000	$ 94,604	94,623	21,662,000
Series B preferred stock	10,996,181	10,996,181	62,931	62,935	10,996,181
Series C preferred stock	3,182,158	3,182,158	21,137	21,137	3,182,158
Series C-1 preferred stock	5,966,682	5,966,682	35,089	35,098	5,966,682
Series D preferred stock	15,964,843	15,924,429	84,764	87,507	15,924,429
	57,771,864	57,731,450	$ 298,525	$ 301,300	57,731,450

The holders of the redeemable convertible preferred stock (Series A, Series B, Series C, Series C-1 and Series D, or collectively the Preferred Stock) have the following rights and preferences:

Voting: The holders of the Preferred Stock are entitled to the number of votes equal to the number of whole shares of the Company's common stock into which the shares of Preferred Stock held by such holder are convertible on such date. The holders of Preferred Stock shall vote together with the holders of the Company's common stock, as a single class, on all matters submitted to a vote of stockholders.

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Liquidation: In the event of a liquidation event, as defined in the Company's amended and restated certificate of incorporation, the holders of Series D Preferred Stock shall be entitled to receive, before any payment shall be made or declared to the holders of the Series A, B, C, and C-1 preferred stock (collectively, the "Prior Preferred Stock") or to the holders of common stock, an amount equal to the greater of (A) the Series D Preferred Stock original issue price, plus declared but unpaid dividends on such stock and (B) the amount the holder would receive in such liquidation event if all Series D Preferred Stock was converted into common stock immediately prior thereto, plus declared but unpaid dividends on such stock (the "Series D Preference"). After the full Series D Preference has been paid, and the liquidation preference of the Prior Preferred Stock has been paid, any remaining funds and assets of the Company legally available for distribution to stockholders shall be distributed pro rata among the holders of the common stock.

Conversion: Each share of Preferred Stock is convertible into shares of the Company's common stock on a one-for-one basis, subject to appropriate adjustment in the event of any stock dividend, stock split, or similar recapitalization, at the option of the stockholder, and subject to adjustments in accordance with anti-dilution provisions. In addition, such shares will be converted automatically into shares of the Company's common stock at the then applicable conversion ratio upon the earlier of (i) the closing of a qualified public offering ("Qualified IPO") with aggregate gross proceeds to the Company of at least $50.0 million and the price per share paid by the public for such shares not less than $8.31, as appropriately adjusted for stock splits, stock combinations, and stock dividends or (ii) the occurrence of an event specified by vote or written consent of the holders of a majority of the then outstanding shares of Preferred Stock (in certain cases solely with respect to the Series D Preferred Stock, also requiring a the vote or written consent of the holders of a majority of the then outstanding shares thereof).

Dividends: Dividends are payable if and when declared by the Company's board of directors. Through December 31, 2020, no cash dividends have been declared or paid.

Redemption: At any time after February 7, 2024 or upon the occurrence of a liquidation or deemed liquidity event, the Preferred Stock is redeemable at the option of the preferred stock holders at a price equal to the applicable original purchase price plus any declared but unpaid dividends plus an additional preference amount equal to 5% annually compounding return on the original issuance price (and in certain cases, the greater of this amount and the fair market value). On January 8, 2021, the Company's preferred stockholders signed a waiver which amended their redemption rights in the event of the occurrence of a non-qualified IPO in certain circumstances (see Note 23).

16. Common Stock and Common Stock Warrants

As of December 31, 2019 and 2020, the Company's amended and restated certificate of incorporation authorized the Company to issue 105,767,092 shares, par value of $0.01 per share, of common stock.

The voting, dividend and liquidation rights of the holders of the Company's common stock are subject to and qualified by the rights, powers, and preferences of the holders of the Preferred Stock set forth above. Each share of the Company's common stock is entitled to one vote on all matters submitted to a vote of the Company's stockholders. Holders of the Company's common stock are entitled to receive dividends as may be declared by the Company's board of directors, if any, subject to the preferential dividend rights of Preferred Stock. No cash dividends had been declared or paid during the periods presented.

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As of December 31, 2019 and 2020, the Company had reserved shares of common stock for issuance in connection with the following:

	December 31,	
	2019	2020
Conversion of outstanding shares of redeemable convertible preferred stock	57,731,450	57,731,450
Options to purchase common stock	10,360,544	9,511,480
Common stock warrants to purchase common stock	132,666	132,666
Shares to be issued to former Design Manager stockholders on second anniversary of closing	135,460	135,460
Options available for future grant under the 2011 Stock Option and Grant Plan	1,297,335	612,066
	69,657,455	68,123,122

Common Stock Warrants

On November 20, 2015, the Company issued warrants to an investor for the provision of services pursuant to a consulting services agreement. The warrants provided for the purchase of 132,666 shares of the Company's common stock at an exercise price of $1.29 per share. The warrants are exercisable over a term of 7 years from the date of grant (subject to earlier expiration upon an IPO and certain other events) and were fully vested upon issuance. As of December 31, 2020, the warrants had not been yet exercised. At the time of issuance, the Company classified the warrants as equity in the Company's consolidated balance sheets.

17. Stock-based compensation

2011 Option Plan

On September 2, 2011, the Company adopted the 2011 Stock Option and Grant Plan and amended and restated the plan on December 14, 2011 (the "2011 Option Plan"). The 2011 Option Plan provides for the Company to grant incentive stock options or nonqualified stock options, restricted stock awards and other stock-based awards to its employees, directors, officers, outside advisors, and non-employee consultants. As of December 31, 2019 and 2020, the Company has reserved 21,091,260 shares of its common stock for issuance to its employees, outside advisors, and non-employee consultants pursuant to the 2011 Option Plan. In February 2019, the Company increased the number of options available for grant under the 2011 Option Plan from 18,595,983 to 21,091,260. Unless otherwise provided, at the time of grant, the options issued to new employees pursuant to the 2011 Option Plan expire ten years from the date of grant and generally vest over four years, with 25% vesting on the first anniversary and the balance vesting ratably over the remaining 36 months. Additional options issued to current employees, current outside advisors, and non-employee consultants pursuant to the 2011 Option Plan expire ten years from the date of grant and generally vest ratably over 48 months. As of December 31, 2019 and 2020, 1,297,335 and 612,066 shares were available for future grants of the Company's common stock, respectively. Shares that are expired, forfeited, canceled or otherwise terminated without having been fully exercised will be available for future grant under the 2011 Option Plan.

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The 2011 Option Plan is administered by the Company's board of directors or, at the discretion of the Company's board of directors, by a committee thereof. The exercise prices, vesting, and other restrictions are determined at the discretion of the Company's board of directors, or its committee if so delegated. The Company's board of directors values the Company's common stock, taking into consideration the most recently available valuation thereof performed by third parties, as well as additional factors which may have changed since the date of the most recent contemporaneous valuation through the date of grant.

Stock Option Valuation

The following table presents, on a weighted-average basis, the assumptions used in the Black Scholes option-pricing model to determine the grant-date fair value to the Company's employees:

	Year Ended December 31,	
	2019	2020
Expected term in years	5.9	6.1
Expected stock price volatility	45.3%	46.7%
Risk-free interest rate	2.1%	0.5%
Expected dividend yield	—	—

Stock Options

The following table summarizes the Company's stock option activity since January 1, 2019:

	Number of Options	Weighted-Average Exercise Price	Weighted-Average Remaining Contractual Term (Years)	Aggregate Intrinsic Value
Outstanding as of January 1, 2019	8,901,682	$ 1.30	7.0	$ 1,722
Granted	2,410,191	1.52		
Exercised	259,948	1.32		
Cancelled	691,381	1.37		
Outstanding as of December 31, 2019	10,360,544	$ 1.34	6.4	$ 1,935
Granted	1,446,525	1.54		
Exercised	1,534,333	1.31		
Cancelled	761,256	1.45		
Outstanding as of December 31, 2020	9,511,480	$ 1.37	6.2	$ 10,847
Options exercisable as of December 31, 2019	7,104,431	$ 1.28	5.2	$ 1,781
Options vested and expected to vest as of December 31, 2019	10,360,544	$ 1.34	6.4	$ 1,935
Options exercisable as of December 31, 2020	6,809,299	$ 1.31	5.2	$ 8,156
Options vested and expected to vest as of December 31, 2020	9,511,480	$ 1.37	6.2	$ 10,847

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The aggregate intrinsic value of stock options is calculated as the difference between the exercise price of the stock options and the fair value of the Company's common stock for all stock options that had exercise prices lower than the fair value of the Company's common stock.

The aggregate intrinsic value of stock options exercised during the years ended December 31, 2019 and 2020 was $54 and $1,841, respectively. The weighted-average grant-date fair value per share of stock options granted during the years ended December 31, 2019 and 2020 was $0.69 and $0.68, respectively.

The total fair value of stock options vested during the years ended December 31, 2019 and 2020 were $980 and $972, respectively.

Stock-Based Compensation

The following table below summarizes the classification of the Company's stock-based compensation in the consolidated statements of operations:

	Year Ended December 31,	
	2019	2020
Cost of revenue	$ 35	$ 23
Sales and marketing	337	303
Technology development	307	230
General and administrative	402	290
	$ 1,081	$ 846

As of December 31, 2020, total unrecognized compensation expense related to unvested stock options was $1,539, which is expected to be recognized over a weighted-average period of 1.2 years.

18. Income Taxes

Net loss before income taxes for the years ended December 31, 2019 and 2020 was as follows:

	Year Ended December 31,	
	2019	2020
United States	$ (30,218)	$ (12,468)
Foreign	(44)	(49)
	$ (30,262)	$ (12,517)

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For the years ended December 31, 2019 and 2020, the income tax (benefit) provision consisted of the following:

	Year Ended December 31,	
	2019	2020
Current		
U.S. Federal	$ 1	$ 1
State	13	10
Foreign	1	—
Total current expense	15	11
Deferred tax benefit		
U.S. Federal	(364)	—
State	(60)	—
Foreign	—	—
Total deferred tax benefit	(424)	—
Total income tax (benefit) provision	$(409)	$ 11

The reconciliation of the U.S. federal statutory rate to the Company's effective rate is as follows:

	Year Ended December 31,	
	2019	2020
Income tax benefit using U.S. federal statutory rate	21.0 %	21.0%
State income taxes, net of federal benefit	0.3	9.0
Nondeductible expenses	(2.3)	(2.0)
Tax law change	—	0.5
Research credits	1.2	1.1
Change in the valuation allowance	(18.8)	(30.2)
Other	—	0.5
Income tax benefit (provision), net	1.4 %	(0.1)%

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Deferred income taxes arise from temporary differences between the tax basis of assets and liabilities and their reported amounts in the consolidated financial statements. The significant components of the Company's deferred income tax assets and liabilities at December 31, 2019 and 2020 were comprised of the following:

	December 31,	
	2019	2020
Deferred tax assets		
Net operating losses	$ 25,576	$ 27,526
Research credits	2,882	3,020
Property and equipment	2,465	427
Intangible assets and goodwill	—	1,669
Other	3,360	3,015
Total deferred tax assets	34,283	35,657
Valuation allowance	(30,235)	(34,039)
Net deferred tax assets	$ 4,048	$ 1,618
Deferred tax liabilities		
Intangible assets and goodwill	$ (281)	(332)
Capitalized internal-use software	(3,465)	(931)
Other	(302)	(355)
Total deferred tax liabilities	(4,048)	(1,618)
Net deferred tax liabilities	$ —	$ —

A valuation allowance is required to be established when it is more likely than not that all or a portion of a deferred tax asset will not be realized. The Company considered the scheduled reversal of deferred tax liabilities and projected future taxable income in making this assessment. Based upon the level of historical taxable income and projections for future taxable income over the periods in which the deferred tax assets are deductible, the Company believes it is more likely than not that the benefits of these deductible differences will not be fully realizable at December 31, 2019 and 2020. Accordingly, the Company has applied a valuation allowance against its net deferred tax assets. The net change in the total valuation allowance for the years ended December 31, 2019 and 2020 was an increase of approximately $6,276 and $3,804, respectively, primarily as a result of the generation of additional net operating losses.

The activity in the Company's deferred tax asset valuation allowance for the years ended December 31, 2019 and 2020, was as follows:

	Year Ended December 31,	
	2019	2020
Valuation allowance at beginning of year	$ 23,959	$ 30,235
Increases recorded to income tax provision	6,276	3,804
Valuation allowance at end of year	$ 30,235	$ 34,039

At December 31, 2020, the Company had approximately $97,888 and $103,902 of federal and state net operating loss ("NOL") carryforwards, respectively. Approximately $57,549 of the federal NOL and $81,977 of

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the state NOL was generated prior to the 2018 tax year. As a result, these net operating loss carryforwards will expire, if not utilized, between 2031 and 2037 for federal and state income tax purposes. As a result of the Tax Cuts and Jobs Act, federal NOLs generated in tax years ending after December 31, 2017 are limited to a deduction of 80% of the taxpayer's taxable income. Furthermore, the post 2017 NOLs are subject to an indefinite carryforward period; therefore, $40,339 of federal NOL generated after 2017 may be carried forward indefinitely. As it pertains to the approximately $21,925 of state NOLs generated after 2017, not all states have conformed to the Act; therefore, the NOL expiration will vary based the state. The Company also has federal and state tax credits of $4,021 and $8, which begin to expire in 2031.

The utilization of NOLs and tax credit carryforwards to offset future taxable income may be subject to an annual limitation as a result of ownership changes that have occurred previously or may occur in the future. Under Sections 382 and 383 of the Internal Revenue Code of 1986, as amended ("IRC"), a corporation that undergoes an ownership change may be subject to limitations on its ability to utilize its pre-change NOLs and other tax attributes otherwise available to offset future taxable income and/or tax liability. An ownership change is defined as a cumulative change of 50% or more in the ownership positions of certain stockholders during a rolling three-year period. The Company has completed a formal study through December 31, 2019 to determine if any ownership changes within the meaning of IRC Section 382 and 383 have occurred. As a result of the study, it was determined the Company experienced an ownership change on July 28, 2015; however, the limitation from the ownership change will not result in any of the NOLs or tax credits expiring unutilized.

The Company assesses foreign investment levels periodically to determine if all or a portion of the Company's investments in its foreign subsidiary are indefinitely invested. The Company is permanently reinvested in its foreign subsidiary. Any required adjustment to the income tax provision would be reflected in the period that the Company changes this assessment.

The calculation of the Company's tax liabilities involves dealing with uncertainties in the application of complex tax laws and regulations for both federal taxes and the many states in which it operates or does business in. A tax benefit from an uncertain tax position may be recognized when it is more likely than not that the position will be sustained upon examination, including resolutions of any related appeals or litigation processes, on the basis of the technical merits.

The Company records uncertain tax positions as liabilities in accordance with ASC 740-10 and adjusts these liabilities when our judgment changes as a result of the evaluation of new information not previously available. Because of the complexity of some of these uncertainties, the ultimate resolution may result in a payment that is materially different from our current estimate of the unrecognized tax benefit liabilities. These differences will be reflected as increases or decreases to income tax expense in the period in which new information is available.

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As of December 31, 2019 and 2020, the Company had liabilities for uncertain tax positions of $961 and $1,007, respectively, which, if recognized, would not impact the Company's tax provision and effective income tax rate due to a full valuation allowance. The Company's policy is to record interest and penalties related to income taxes as part of its income tax provision. As of December 31, 2019 and 2020, the Company had not accrued interest or penalties related to uncertain tax positions. A reconciliation of the beginning and ending amounts of unrecognized tax benefits is as follows:

	Year Ended December 31,	
	2019	2020
Gross tax contingencies as of beginning of year	$ 842	$ 961
Increases in gross tax contingencies	119	46
Gross tax contingencies as of end of year	$ 961	$ 1,007

The Company and its subsidiaries file income tax returns in the U.S. federal jurisdiction, and various state and local jurisdictions. The Company's federal and state tax returns for the tax years ended December 31, 2012 and forward generally remain subject to examination from the Internal Revenue Service and state tax authorities. However, the federal and state tax authorities can generally reduce a net operating loss (but not create taxable income) for a period outside the statutes of limitations in order to determine the correct amount of net operating loss which may be allowed as a deduction against income for a period within the statutes of limitations. Therefore, the Company's tax years generally remain open to examination for all federal and state income tax matters until its net operating loss carryforwards are utilized and the respective statutes of limitations have lapsed. The returns in U.S. and state jurisdictions have varying statutes of limitations.

The Company's income tax returns for December 31, 2014 through December 31, 2020 for their foreign subsidiary remain subject to examination by tax authorities in the United Kingdom.

19. Net Loss Per Share

The following table summarizes the computation of basic and diluted net loss per share attributable to common stockholders for the years ended December 31, 2019 and 2020:

	Year Ended December 31,	
	2019	2020
Numerator:		
Net loss	$ (29,853)	$ (12,528)
Accretion of redeemable convertible preferred stock to redemption value	(13,744)	(15,095)
Net loss attributable to common stockholders	$ (43,597)	$ (27,623)

1STDIBS.COM, INC
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Amounts in thousands, except share and per share data)

	Year Ended December 31,	
	2019	2020
Denominator:		
Weighted average common shares outstanding—basic and diluted(1)	32,317,614	33,104,067
Net loss per share attributable to common stockholders—basic and diluted	$ (1.35)	$ (0.83)

(1) The weighted average common shares outstanding as of December 31, 2019 has been adjusted to reflect the inclusion of 5,892,588 shares issued prior to 2019.

The Company's potentially dilutive securities, which include outstanding stock options, redeemable convertible preferred stock, and warrants to purchase shares of common stock have been excluded from the computation of diluted net loss per share as the effect would be to reduce the net loss per share. Therefore, the weighted average number of common shares outstanding used to calculate both basic and diluted net loss per share attributable to common stockholders is the same. The Company excluded the following potential common shares, presented based on amounts outstanding at each period end, from the computation of diluted net loss per share attributable to common stockholders for the periods indicated because including them would have had an anti-dilutive effect:

	Year Ended December 31,	
	2019	2020
Options to purchase common stock	10,360,544	9,511,480
Common stock warrants to purchase common stock	132,666	132,666
Redeemable convertible preferred stock (as converted to common stock)	57,731,450	57,731,450
	68,224,660	67,375,596

20. Commitments and Contingencies

Lease Commitments

The Company leases office space for its headquarters in New York, New York under a non-cancellable operating lease expiring in 2029. This operating lease was signed in 2013, lease commencement started in 2014, and rent commencement started in 2015. The Company also leases offices in Pennsylvania, Colorado, and the United Kingdom. The leases require, among other things, the payment of minimum annual rentals and a portion of the real estate taxes and insurance, maintenance and other operating expenses related to the properties. The Company recognizes rent expense on a straight-line basis over the lease period.

In 2018, the Company signed a non-cancellable operating lease for space to establish a 1stDibs gallery in New York, New York. The lease and rent commencement both started during 2018, and the lease was scheduled to expire in 2022. In December 2019, the Company entered into a Surrender Agreement with the landlord to terminate the lease early in March 2020. As consideration for the early termination of this lease, the Company received a payment of $1,250 in December 2019, and a second payment of $1,250 to be paid after the

1STDIBS.COM, INC
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Amounts in thousands, except share and per share data)

surrender of the premises back to the landlord. As of December 31, 2019, the receivable for the second payment was recorded in other current assets in the Company's consolidated balance sheets. The Company received the second payment of $1,250 in March 2020. The $2,500 lease incentive was accounted for as a reduction in rent expense over the remaining lease term.

The Company recognizes rent expense on a straight-line basis over the respective lease period and has recorded deferred rent for rent expense incurred but not yet paid. Rent expense, including associated common area maintenance charges, was $5,244 and $1,459 for the years ended December 31, 2019 and 2020, respectively.

As of December 31, 2020, future minimum lease payments under noncancelable operating leases are as follows:

Year Ending December 31,	
2021	$ 3,884
2022	3,884
2023	3,755
2024	3,791
2025	3,968
Thereafter	15,872
	$ 35,154

Legal Proceedings

The Company is subject to various claims and contingencies which are in the scope of ordinary and routine litigation incidental to its business, including those related to regulation, litigation, business transactions, employee-related matters, and taxes, among others. When the Company becomes aware of a claim or potential claim, the likelihood of any loss or exposure is assessed. If it is probable that a loss will result and the amount of the loss can be reasonably estimated, the Company records a liability for the loss. The liability recorded includes probable and estimable legal costs incurred to date and future legal costs to the point in the legal matter where the Company believes a conclusion to the matter will be reached. If the loss is not probable or the amount of the loss cannot be reasonably estimated, the Company discloses the claim if the likelihood of a potential loss is reasonably possible. The Company does not believe that it is a party to any pending legal proceedings that are likely to have a material adverse effect on its business, financial condition or results of operations for the years ended December 31, 2019 and 2020.

Indemnification

In the ordinary course of business, the Company may provide indemnification of varying scope and terms to vendors, lessors, business partners and other parties with respect to certain matters including, but not limited to, losses arising out of breach of such agreements or from intellectual property infringement claims made by third parties. In addition, the Company has entered into indemnification agreements with members of its board of directors and officers that will require the Company, among other things, to indemnify them against certain liabilities that may arise by reason of their status or service as directors or officers. The maximum potential amount of future payments the Company could be required to make under these indemnification agreements is, in many cases, unlimited. To date, the Company has not incurred any material costs as a result of such indemnifications.

1STDIBS.COM, INC
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
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Sales and Use Taxes

On June 21, 2018, the U.S. Supreme Court issued an opinion in *South Dakota v. Wayfair*. The State of South Dakota alleged that U.S. constitutional law should be revised to permit South Dakota to require remote marketplace sellers to collect and remit sales tax in South Dakota in accordance with South Dakota's sales tax statute. Under the U.S. Supreme Court's ruling, the longstanding *Quill Corp v. North Dakota* sales tax case was overruled, and states may now require remote marketplace sellers to collect sales tax under certain circumstances. Additionally, certain states have extended these requirements to marketplace facilitators like 1stDibs.

The Company began collecting sales tax in relevant jurisdictions in 2019. The Company recognized liabilities for contingencies related to state sales and use tax deemed probable and estimable totaling $1,846 and $2,087 as of December 31, 2019 and 2020, respectively, which are included in other current liabilities in the Company's consolidated balance sheets.

21. Related Party Transactions

Design Manager

Two of the selling stockholders of Design Manager, who remain employees of the Company, also own a separate entity, which owns the office space that Design Manager leases. The Company has a month-to-month lease agreement with the selling stockholders and the rental expense recorded for the years ended December 31, 2019 and 2020 in connection with this lease space was $56 and $84, respectively.

Notes Receivable from Related Party

The Notes Receivable from Related Party represent two promissory notes with the Company's CEO, with the First Promissory Note maturing in December 2021 and the Second Promissory Note maturing in April 2022. The Notes Receivable from Related Party were fully repaid in December 2020 (see Note 9).

Investor Warrants

On November 20, 2015, the Company entered into a consulting services agreement with Alibaba Investment Limited ("Alibaba"). Alibaba is an investor in 1stDibs. The Company issued Alibaba warrants to purchase 132,666 shares of common stock at an exercise price of $1.29 per share. The warrants are exercisable over a term of 7 years from the date of grant (subject to earlier expiration upon an IPO and certain other circumstances) and were fully vested upon issuance. As of December 31, 2020, the warrants have not been exercised (see Note 16).

22. 401(K) Savings Plans

The Company established defined contribution savings plans under Section 401(k) of the Internal Revenue Code. These plans cover substantially all employees who meet minimum age and service requirements and allows participants to defer a portion of their annual compensation on a pre-tax basis. Company contributions to the plan may be made at the discretion of the Company's board of directors. These contributions to date have been immaterial.

1STDIBS.COM, INC
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Amounts in thousands, except share and per share data)

23. Subsequent Events

For its consolidated financial statements, the Company has performed an evaluation of subsequent events through March 29, 2021, which is the date the consolidated financial statements were issued.

In January 2021, the Company's preferred stockholders executed an Agreement and Waiver of Preferred Stockholders, which waived redemption rights for their preferred stock in connection with a non-qualified IPO event during the effective period. A non-qualified IPO is an IPO that does not result in: (i) aggregate gross proceeds to the Company of at least $50.0 million and (ii) price per share paid by the public of an amount greater than or equal to $8.31, as appropriately adjusted for stock splits, stock combinations, and stock dividends. The waiver is effective from the date the Company files with or confidentially submits to the United States Securities and Exchange Commission a registration statement on Form S-1 relating to a contemplated IPO, through June 30, 2022, or the earliest to occur of one of several termination events as defined, including the Company's completion of an IPO.

In February 2021, the Company's board of directors approved an increase of 7,000,000 shares of common stock to be available for future issuance under the 2011 Option Plan. This increase was approved by the stockholders in March 2021, in addition to an increase of 50,000,000 shares of authorized common stock, for a total of 155,767,092 shares of authorized common stock, and a corresponding increase in the total number of shares of authorized capital stock to 213,538,956.

INDEX TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

Condensed Consolidated Financial Statements (Unaudited):

1STDIBS.COM, INC
CONDENSED CONSOLIDATED BALANCE SHEETS
(Amounts in thousands, except share and per share amounts)
(Unaudited)

	December 31, 2020	March 31, 2021
Assets		
Current assets:		
Cash and cash equivalents	$ 54,862	$ 59,336
Accounts receivable, net	887	653
Prepaid expenses	1,603	1,109
Receivables from payment processors	3,052	3,878
Other current assets	3,665	5,159
Total current assets	64,069	70,135
Property and equipment, net	5,136	4,857
Goodwill	7,212	7,220
Intangible assets, net	1,352	1,303
Other assets	3,573	3,558
Total assets	$ 81,342	$ 87,073
Liabilities, Redeemable Convertible Preferred Stock and Stockholders' Deficit		
Current liabilities:		
Accounts payable	$ 4,548	$ 4,999
Payables due to sellers	4,493	9,402
Accrued expenses	9,452	10,891
Other current liabilities	4,918	4,820
Total current liabilities	23,411	30,112
Other liabilities	3,352	3,323
Total liabilities	26,763	33,435
Commitments and contingencies (Note 13)		
Redeemable convertible preferred stock (Series A, B, C, C-1, and D), $0.01 par value; 57,771,864 shares authorized; 57,731,450 shares issued and outstanding as of December 31, 2020 and March 31, 2021; aggregate liquidation preference of $301,300 and $304,947 as of December 31, 2020 and March 31, 2021	298,525	302,354
Stockholders' equity (deficit):		
Common stock, $0.01 par value; 105,767,092 and 155,767,092 shares authorized as of December 31, 2020 and March 31, 2021; 34,128,381 and 34,806,976 shares issued and outstanding as of December 31, 2020 and March 31, 2021	341	348
Accumulated deficit	(244,085)	(248,880)
Accumulated other comprehensive loss	(202)	(184)
Total stockholders' deficit	(243,946)	(248,716)
Total liabilities, redeemable convertible preferred stock and stockholders' deficit	$ 81,342	$ 87,073

See accompanying notes to the condensed consolidated financial statements.

1STDIBS.COM, INC
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(Amounts in thousands, except share and per share amounts)
(Unaudited)

	Three Months Ended March 31,	
	2020	2021
Net revenue	$ 17,887	$ 25,526
Cost of revenue	6,863	7,032
Gross profit	11,024	18,494
Operating expenses:		
Sales and marketing	8,956	11,545
Technology development	4,240	3,945
General and administrative	3,253	4,407
Provision for transaction losses	863	1,053
Total operating expenses	17,312	20,950
Loss from operations	(6,288)	(2,456)
Other income (expense), net:		
Interest income	133	12
Interest expense	—	(5)
Other income (expense), net	(158)	291
Total other income (expense), net	(25)	298
Net loss before income taxes	(6,313)	(2,158)
Provision for income taxes	(1)	—
Net loss	(6,314)	(2,158)
Accretion of redeemable convertible preferred stock to redemption value	(3,677)	(3,829)
Net loss attributable to common stockholders	$ (9,991)	$ (5,987)
Net loss per share attributable to common stockholders—basic and diluted	$ (0.30)	$ (0.17)
Weighted average common shares outstanding—basic and diluted	32,918,368	34,343,493

See accompanying notes to the condensed consolidated financial statements.

1STDIBS.COM, INC
CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE LOSS
(Amounts in thousands)
(Unaudited)

	Three Months Ended March 31,	
	2020	2021
Net loss	$(6,314)	$(2,158)
Other comprehensive loss:		
Foreign currency translation adjustment, net of tax of $0 for the three months ended March 31, 2020 and 2021	(107)	18
Comprehensive loss	$(6,421)	$(2,140)

See accompanying notes to the condensed consolidated financial statements.

1STDIBS.COM, INC
CONDENSED CONSOLIDATED STATEMENTS OF REDEEMABLE CONVERTIBLE PREFERRED STOCK AND STOCKHOLDERS' DEFICIT
(Amounts in thousands, except share amounts)
(Unaudited)

	Redeemable Convertible Preferred Stock		Common Stock		Additional Paid - In Capital	Accumulated Deficit	Accumulated Other Comprehensive Loss	Total Stockholders' Deficit
	Shares	Amount	Shares	Amount				
Balances as of December 31, 2019	57,731,450	$283,430	32,594,048	$ 326	$ —	$ (219,303)	$ (245)	$ (219,222)
Accretion of redeemable convertible preferred stock to redemption value	—	3,677	—	—	(806)	(2,871)	—	(3,677)
Exercise of stock options	—	—	485,640	5	618	—	—	623
Stock-based compensation	—	—	—	—	188	—	—	188
Foreign currency translation adjustment	—	—	—	—	—	—	(107)	(107)
Net loss	—	—	—	—	—	(6,314)	—	(6,314)
Balances as of March 31, 2020	57,731,450	$287,107	33,079,688	$ 331	$ —	$ (228,488)	$ (352)	$ (228,509)

	Redeemable Convertible Preferred Stock		Common Stock		Additional Paid - In Capital	Accumulated Deficit	Accumulated Other Comprehensive Loss	Total Stockholders' Deficit
	Shares	Amount	Shares	Amount				
Balances as of December 31, 2020	57,731,450	$298,525	34,128,381	$ 341	$ —	$ (244,085)	$ (202)	$ (243,946)
Accretion of redeemable convertible preferred stock to redemption value	—	3,829	—	—	(1,192)	(2,637)	—	(3,829)
Exercise of stock options	—	—	678,595	7	912	—	—	919
Stock-based compensation	—	—	—	—	280	—	—	280
Foreign currency translation adjustment	—	—	—	—	—	—	18	18
Net loss	—	—	—	—	—	(2,158)	—	(2,158)
Balances as of March 31, 2021	57,731,450	$302,354	34,806,976	$ 348	$ —	$ (248,880)	$ (184)	$ (248,716)

See accompanying notes to the condensed consolidated financial statements.

1STDIBS.COM, INC
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(Amounts in thousands)
(Unaudited)

	Three Months Ended March 31,	
	2020	2021
Cash flows provided by (used in) operating activities:		
Net loss	$ (6,314)	$ (2,158)
Adjustments to reconcile net loss to net cash provided by (used in) operating activities:		
Depreciation and amortization	2,857	835
Stock-based compensation expense	188	273
Change in fair value of deferred acquistion consideration	—	87
Provision for transaction losses and eCommerce returns	9	87
Amortization of costs to obtain revenue contracts	125	121
Deferred rent	(2,688)	(49)
Other	137	(2)
Changes in operating assets and liabilities:		
Accounts receivable	(62)	212
Prepaid and other current assets	1,276	1,374
Receivables from payment processors	(1,393)	(826)
Other assets	(35)	(41)
Accounts payable and accrued expenses	(1,981)	1,486
Payables due to sellers	(840)	4,909
Other current liabilities and other liabilities	(508)	(166)
Net cash provided by (used in) operating activities	(9,229)	6,142
Cash flows used in investing activities:		
Development of internal-use software	(583)	(473)
Purchases of property and equipment	(4)	(28)
Net cash used in investing activities	(587)	(501)
Cash flows provided by (used in) financing activities:		
Proceeds from exercise of stock options	623	919
Payment of deferred offering costs	—	(2,096)
Net cash provided by (used in) financing activities	623	(1,177)
Effect of exchange rate changes on cash, cash equivalents and restricted cash	(178)	10
Net increase (decrease) in cash, cash equivalents and restricted cash	(9,371)	4,474
Cash, cash equivalents, and restricted cash at beginning of the period	58,804	58,195
Cash, cash equivalents, and restricted cash at end of the period	$ 49,433	$ 62,669
Supplemental disclosure of cash flow information:		
Cash paid for interest	$ —	$ 5
Supplemental disclosure of non-cash activities:		
Accretion of redeemable convertible preferred stock to redemption value	$ 3,677	$ 3,829
Change in deferred offering costs included in accounts payable	—	335
Stock-based compensation included in deferred offering costs	—	7

See accompanying notes to the condensed consolidated financial statements.

1STDIBS.COM, INC
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Amounts in thousands, except share and per share data)
(Unaudited)

1. Basis of Presentation and Summary of Significant Accounting Policies

1stdibs.com, Inc. ("1stDibs" or the "Company") is one of the world's leading online marketplaces for connecting design lovers with many of the best sellers and makers of vintage, antique, and contemporary furniture, home décor, jewelry, watches, art, and fashion. The Company's thoroughly vetted seller base, in-depth editorial content, and custom-built technology platform create trust in the Company's brand and facilitate high-consideration purchases of luxury design products online. By disrupting the way these items are bought and sold, 1stDibs is both expanding access to, and growing the market for, luxury design products.

The Company was incorporated in the state of Delaware on March 10, 2000 and is headquartered in New York, NY with additional offices in Pennsylvania, Colorado, and the United Kingdom.

The accompanying condensed consolidated financial statements are prepared in accordance with the accounting principles generally accepted in the United States of America ("GAAP") and include the accounts of the Company and its wholly-owned subsidiaries, 1stdibs.com, Ltd. and 1stdibs Design Manager, Inc. ("Design Manager"). All intercompany accounts and transactions have been eliminated in consolidation.

Unaudited interim financial information

In the opinion of the Company, the accompanying unaudited condensed consolidated financial statements contain all adjustments, consisting of only normal recurring adjustments, necessary for a fair presentation of its financial position and its results of operations, changes in redeemable convertible preferred stock and stockholders' deficit, and cash flows. The condensed consolidated balance sheet as of March 31, 2021 is unaudited. The condensed consolidated balance sheet as of December 31, 2020 was derived from audited annual financial statements but does not contain all of the footnote disclosures from the annual financial statements. The accompanying unaudited condensed consolidated financial statements and related financial information should be read in conjunction with the audited consolidated financial statements and the related notes thereto for the fiscal year ended December 31, 2020.

During the three months ended March 31, 2021, there were no significant changes to the Company's significant accounting policies as described in the Company's audited consolidated financial statements as of and for the year ended December 31, 2020.

Use of Estimates

The preparation of the condensed consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Significant estimates and assumptions reflected in these condensed consolidated financial statements include, but are not limited to, revenue recognition, provision for transaction losses, accounting for business combinations, determination of useful lives of property and equipment, valuation and useful lives of intangible assets, impairment assessment of goodwill, internal-use software, valuation of common stock, stock option valuations, income taxes, and the recognition and disclosure of contingent liabilities. The Company evaluates its estimates and assumptions on an ongoing basis. Actual results could differ from those estimates and such differences may be material to the condensed consolidated financial statements.

1STDIBS.COM, INC
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Amounts in thousands, except share and per share data)
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Recently Adopted Accounting Pronouncements

In August 2018, the FASB issued ASU 2018-15, *Intangibles—Goodwill and Other—Internal-Use Software (Subtopic 350-40).* The update is associated with customer accounting for implementation costs incurred in a cloud computing arrangement that is a service contract. The amendments align the requirements for capitalizing implementation costs incurred in a hosting arrangement that is a service contract with the requirements for capitalizing implementation costs incurred to develop or obtain internal-use software. The guidance is effective for fiscal years and interim periods beginning after December 15, 2019 for public companies, and for fiscal years beginning after December 15, 2020, and interim periods within annual periods beginning after December 15, 2021, for all other entities. The Company adopted this standard on January 1, 2021. The adoption of this standard did not have a material effect on the Company's consolidated financial statements.

Recently Issued Accounting Pronouncements Not Yet Adopted

In February 2016, the FASB issued ASU 2016-02, *Leases (Topic 842).* The guidance in ASU 2016-02 supersedes the leasing guidance in Topic 840, *Leases*. Under the new guidance, lessees are required to recognize lease assets and lease liabilities on the balance sheet for all leases with terms longer than 12 months. Leases will be classified as either finance or operating, with classification affecting the pattern of expense recognition in the condensed consolidated statement of operations. An entity may adopt the guidance either (1) retrospectively to each prior reporting period presented in the financial statements with a cumulative-effect adjustment recognized at the beginning of the earliest comparative period presented or (2) retrospectively at the beginning of the period of adoption through a cumulative-effect adjustment. The guidance is effective for fiscal years and interim periods beginning after December 15, 2018 for public companies, and for fiscal years beginning after December 15, 2021, and interim periods within annual periods beginning after December 15, 2022, for all other entities. The Company plans to adopt this standard on January 1, 2022 and is currently evaluating the impact of this standard on its consolidated financial statements.

In December 2019, the FASB issued ASU 2019-12, *Simplifying the Accounting for Income Taxes* which simplifies the accounting for income taxes, eliminates certain exceptions with ASC 740 and clarifies certain aspects of the current guidance to promote consistency among reporting entities. This guidance is effective for fiscal years and interim periods beginning after December 15, 2020 for public companies and for fiscal years beginning after December 15, 2021 for nonpublic companies, with early adoption permitted. The Company plans to adopt this standard on January 1, 2022 and is currently evaluating the effects of adopting this guidance on its consolidated financial statements.

2. Acquisitions

On May 2, 2019, the Company acquired 100% of the outstanding equity of Franklin Potter Associates, Inc. and its subsidiary, doing business as Design Manager, a privately-held company that sells subscriptions to a software solution to interior designers to assist with project management, purchasing, and accounting for a total purchase consideration of $4,150, subject to customary purchase price adjustments. The acquisition was intended to further enhance the Company's offerings to interior designers, as both the 1stDibs and Design Manager platforms offer tools that are integral to their businesses.

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The acquisition qualified as a business combination, and the Company recorded all assets acquired and liabilities assumed at their acquisition-date fair values. The excess of the purchase price in the acquisition over the fair value of the tangible and identifiable intangible assets acquired less the liabilities assumed was recorded as goodwill.

The results of Design Manager have been included in the condensed consolidated financial statements since the date of acquisition.

The total purchase consideration was as follows:

Cash paid at closing	$2,513
Shares issued at closing	791
Cash to be paid at secondary anniversary of closing	640
Shares to be issued at secondary anniversary of closing	206
	$4,150

The cash to be paid and the shares to be issued at the second anniversary after the closing date represent deferred acquisition consideration that secured the sellers' indemnity obligations for general representations and warranties of the sellers. To the Company's knowledge, the representations and warranties were accurate as of the acquisition date and no event or condition has occurred that would result in a claim against the deferred acquisition consideration. The deferred acquisition consideration included in the purchase price is recorded in other current liabilities in the Company's condensed consolidated balance sheets.

The Company recorded the shares to be issued on the second anniversary of closing at fair value of $206 at the time of the acquisition. The shares to be issued are subsequently remeasured to fair value at each reporting date with changes in fair value recognized as a general and administrative expense in the Company's condensed consolidated statements of operations. Changes in the fair value of the deferred acquisition consideration were immaterial during the three months ended March 31, 2020. Changes in the fair value of the deferred acquisition consideration were $87 during the three months ended March 31, 2021.

3. Revenue Recognition

The following table summarizes the Company's net revenue by type of service for the periods presented:

	Three Months Ended March 31,	
	2020	2021
Seller marketplace services	$17,203	$24,716
Other services	684	810
	$17,887	$25,526

The Company generates revenue primarily from seller marketplace services and other services. Seller marketplace services primarily consist of subscription, listing, and marketplace transaction fees. Other services primarily consist of advertising revenues generated from displaying ads on the Company's online marketplace and offering subscriptions to access software typically used by interior designers.

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(Amounts in thousands, except share and per share data)
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Contract Balances from Contracts with Customers

The following table provides a rollforward of the deferred revenue amounts as follows:

Balance as of December 31, 2020	$ 616
Billings	462
Revenue recognized	(297)
Balance as of March 31, 2021	$ 781

4. Other Current Assets

Other current assets as of December 31, 2020 and March 31, 2021 consisted of the following:

	December 31, 2020	March 31, 2021
Costs to obtain revenue contracts	$ 363	$ 328
Deferred offering costs	1,320	3,756
Other current assets	1,982	1,075
	$ 3,665	$ 5,159

5. Property and Equipment, net

As of December 31, 2020 and March 31, 2021, property and equipment, net consisted of the following:

	December 31, 2020	March 31, 2021
Internal-use software	$ 14,625	$ 15,016
Leasehold improvements	3,591	3,591
Furniture and fixtures	1,107	1,107
Computer equipment and software	753	787
Construction in progress	761	843
	20,837	21,344
Less: Accumulated depreciation and amortization	(15,701)	(16,487)
	$ 5,136	$ 4,857

Depreciation expense related to the Company's property and equipment totaled $2,808 and $786 for the three months ended March 31, 2020 and 2021, respectively.

1STDIBS.COM, INC
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Amounts in thousands, except share and per share data)
(Unaudited)

6. Accrued Expenses

Accrued expenses as of December 31, 2020 and March 31, 2021 consisted of the following:

	December 31, 2020	March 31, 2021
Shipping	$ 2,901	$ 4,688
Payroll	2,297	1,886
Sales & use tax payable	1,787	1,809
Allowance for transaction losses	844	960
Payment processor fees	883	976
Allowance for eCommerce returns	406	354
Other	334	218
	$ 9,452	$ 10,891

7. Other Current Liabilities

Other current liabilities as of December 31, 2020 and March 31, 2021 consisted of the following:

	December 31, 2020	March 31, 2021
Deferred rent	$ 194	$ 194
Sales and use tax contingencies	2,087	2,136
Buyer deposits	1,149	770
Deferred acquisition consideration	980	1,067
Deferred revenue	508	653
	$ 4,918	$ 4,820

8. Redeemable Convertible Preferred Stock

Redeemable convertible preferred stock as of December 31, 2020 and March 31, 2021 consisted of the following:

	December 31, 2020				
	Preferred Stock Designated	Preferred Stock Issued and Outstanding	Carrying Value	Liquidation Preference	Common Stock Issuable Upon Conversion
Series A preferred stock	21,662,000	21,662,000	$ 94,604	$ 94,623	21,662,000
Series B preferred stock	10,996,181	10,996,181	62,931	62,935	10,996,181
Series C preferred stock	3,182,158	3,182,158	21,137	21,137	3,182,158
Series C-1 preferred stock	5,966,682	5,966,682	35,089	35,098	5,966,682
Series D preferred stock	15,964,843	15,924,429	84,764	87,507	15,924,429
	57,771,864	57,731,450	$ 298,525	$ 301,300	57,731,450

1STDIBS.COM, INC
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Amounts in thousands, except share and per share data)
(Unaudited)

	March 31, 2021				
	Preferred Stock Designated	Preferred Stock Issued and Outstanding	Carrying Value	Liquidation Preference	Common Stock Issuable Upon Conversion
Series A preferred stock	21,662,000	21,662,000	$ 95,750	$ 95,770	21,662,000
Series B preferred stock	10,996,181	10,996,181	63,693	63,701	10,996,181
Series C preferred stock	3,182,158	3,182,158	21,393	21,393	3,182,158
Series C-1 preferred stock	5,966,682	5,966,682	35,514	35,526	5,966,682
Series D preferred stock	15,964,843	15,924,429	86,004	88,557	15,924,429
	57,771,864	57,731,450	$ 302,354	$ 304,947	57,731,450

In January 2021, the Company's preferred stockholders executed an Agreement and Waiver of Preferred Stockholders, which waived redemption rights for their preferred stock in connection with a non-qualified IPO event during the effective period. A non-qualified IPO is an IPO that does not result in: (i) aggregate gross proceeds to the Company of at least $50.0 million and (ii) a price per share paid by the public of an amount greater than or equal to $8.31, as appropriately adjusted for stock splits, stock combinations, and stock dividends. The waiver is effective from the date the Company files with or confidentially submits to the United States Securities and Exchange Commission a registration statement on Form S-1 relating to a contemplated IPO, through June 30, 2022, or the earliest to occur of one of several termination events as defined therein, including the Company's completion of an IPO.

9. Common Stock and Common Stock Warrants

In February 2021, the Company's board of directors approved an increase of 7,000,000 shares of common stock to be available for future issuance under the 2011 Option Plan. This increase was approved by the stockholders in March 2021, in addition to an increase of 50,000,000 shares of authorized common stock, for a total of 155,767,092 shares of authorized common stock.

As of December 31, 2020 and March 31, 2021, the Company had reserved shares of common stock for issuance in connection with the following:

	December 31, 2020	March 31, 2021
Conversion of outstanding shares of redeemable convertible preferred stock	57,731,450	57,731,450
Options to purchase common stock	9,511,480	12,645,060
Common stock warrants to purchase common stock	132,666	132,666
Shares to be issued to former Design Manager stockholders on second anniversary of closing	135,460	135,460
Options available for future grant under the 2011 Stock Option and Grant Plan	612,066	3,799,891
	68,123,122	74,444,527

1STDIBS.COM, INC
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Amounts in thousands, except share and per share data)
(Unaudited)

10. Stock-based compensation

2011 Option Plan

On September 2, 2011, the Company adopted the 2011 Stock Option and Grant Plan and amended and restated the plan on December 14, 2011 (the "2011 Option Plan"). The 2011 Option Plan provides for the Company to grant incentive stock options or nonqualified stock options, restricted stock awards, and other stock-based awards to its employees, directors, officers, outside advisors, and non-employee consultants. As of March 31, 2021, the Company has reserved 28,091,260 shares of its common stock for issuance to its employees, outside advisors, and non-employee consultants pursuant to the 2011 Option Plan. Unless otherwise provided, at the time of grant, the options issued to new employees pursuant to the 2011 Option Plan expire ten years from the date of grant and generally vest over four years, with 25% vesting on the first anniversary and the balance vesting ratably over the remaining 36 months. Additional options issued to current employees, current outside advisors, and non-employee consultants pursuant to the 2011 Option Plan expire ten years from the date of grant and generally vest ratably over 48 months. As of March 31, 2021, 3,799,891 shares were available for future grants of the Company's common stock. Shares that are expired, forfeited, canceled, or otherwise terminated without having been fully exercised will be available for future grant under the 2011 Option Plan.

The 2011 Option Plan is administered by the Company's board of directors or, at the discretion of the Company's board of directors, by a committee thereof. The exercise prices, vesting, and other restrictions are determined at the discretion of the Company's board of directors, or its committee if so delegated. The Company's board of directors values the Company's common stock, taking into consideration the most recently available valuation thereof performed by third parties, as well as additional factors which may have changed since the date of the most recent contemporaneous valuation through the date of grant.

Stock Option Valuation

The following table presents, on a weighted-average basis, the assumptions used in the Black Scholes option-pricing model to determine the grant-date fair value to the Company's employees:

	Three Months Ended March 31,	
	2020	2021
Expected term in years	6.0	6.0
Expected stock price volatility	42.6%	67.7%
Risk-free interest rate	1.4%	1.1%
Expected dividend yield	—	—

1STDIBS.COM, INC
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(Unaudited)

Stock Options

The following table summarizes the Company's stock option activity since December 31, 2020:

	Number of Options	Weighted-Average Exercise Price	Weighted-Average Remaining Contractual Term (Years)	Aggregate Intrinsic Value
Outstanding as of December 31, 2020	9,511,480	$ 1.37	6.2	$ 10,847
Granted	3,850,250	3.15		
Exercised	678,595	1.35		
Cancelled	38,075	1.52		
Outstanding as of March 31, 2021	12,645,060	$ 1.91	7.2	$ 15,654
Options exercisable as of March 31, 2021	6,424,945	$ 1.32	5.1	$ 11,772
Options vested and expected to vest as of March 31, 2021	12,645,060	$ 1.91	7.2	$ 15,654

The aggregate intrinsic value of stock options is calculated as the difference between the exercise price of the stock options and the fair value of the Company's common stock for all stock options that had exercise prices lower than the fair value of the Company's common stock.

The aggregate intrinsic value of stock options exercised during the three months ended March 31, 2020 and 2021 was $120 and $1,219, respectively. The weighted-average grant-date fair value per share of stock options granted during the three months ended March 31, 2020 and 2021 was $0.65 and $1.91, respectively.

The total fair value of stock options vested during the three months ended March 31, 2020 and 2021 was $251 and $212, respectively.

The stock options granted during the three months ended March 31, 2021 included 1,848,000 stock options granted to executive officers that include a performance condition related to a sale event or initial public offering occurring before December 31, 2021 in addition to the standard service condition. These options will vest over four years, with approximately 21% vesting on January 1, 2022, and the balance vesting ratably over the remaining 38 months. No expense has been recognized to date for the options having a performance condition.

Stock-Based Compensation

The following table summarizes the classification of the Company's stock-based compensation in the condensed consolidated statements of operations:

	Three Months Ended March 31,	
	2020	2021
Cost of revenue	$ 5	$ 9
Sales and marketing	76	86
Technology development	48	76
General and administrative	59	102
	$ 188	$ 273

As of March 31, 2021, total unrecognized compensation expense related to unvested stock options was $8,812, which is expected to be recognized over a weighted-average period of 3.3 years.

1STDIBS.COM, INC
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Amounts in thousands, except share and per share data)
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11. Income Taxes

The income tax provision was immaterial for the three months ended March 31, 2020 and 2021 due to the net loss before income taxes incurred for the year ended December 31, 2020 and expected to be incurred for the year ending December 31, 2021, as well as the Company's continued maintenance of a full valuation allowance against its net deferred tax assets.

There were no material liabilities for interest and penalties accrued as of March 31, 2021.

12. Net Loss Per Share

The following table summarizes the computation of basic and diluted net loss per share attributable to common stockholders for the three months ended March 31, 2020 and 2021:

	Three Months Ended March 31,	
	2020	2021
Numerator:		
Net loss	$ (6,314)	$ (2,158)
Accretion of redeemable convertible preferred stock to redemption value	(3,677)	(3,829)
Net loss attributable to common stockholders	$ (9,991)	$ (5,987)
Denominator:		
Weighted average common shares outstanding—basic and diluted	32,918,368	34,343,493
Net loss per share attributable to common stockholders—basic and diluted	$ (0.30)	$ (0.17)

The Company's potentially dilutive securities, which include outstanding stock options, redeemable convertible preferred stock, and warrants to purchase shares of common stock have been excluded from the computation of diluted net loss per share as the effect would be to reduce the net loss per share. Therefore, the weighted average number of common shares outstanding used to calculate both basic and diluted net loss per share attributable to common stockholders is the same. The Company excluded the following potential common shares, presented based on amounts outstanding at each period end, from the computation of diluted net loss per share attributable to common stockholders for the periods indicated because including them would have had an anti-dilutive effect:

	Three Months Ended March 31,	
	2020	2021
Options to purchase common stock	9,762,439	12,645,060
Common stock warrants to purchase common stock	132,666	132,666
Redeemable convertible preferred stock (as converted to common stock)	57,731,450	57,731,450
	67,626,555	70,509,176

1STDIBS.COM, INC
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Amounts in thousands, except share and per share data)
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13. Commitments and Contingencies

Lease Commitments

The Company's lease commitments did not materially change during the three months ended March 31, 2021.

Legal Proceedings

The Company is subject to various claims and contingencies which are in the scope of ordinary and routine litigation incidental to its business, including those related to regulation, litigation, business transactions, employee-related matters, and taxes, among others. When the Company becomes aware of a claim or potential claim, the likelihood of any loss or exposure is assessed. If it is probable that a loss will result and the amount of the loss can be reasonably estimated, the Company records a liability for the loss. The liability recorded includes probable and estimable legal costs incurred to date and future legal costs to the point in the legal matter where the Company believes a conclusion to the matter will be reached. If the loss is not probable or the amount of the loss cannot be reasonably estimated, the Company discloses the claim if the likelihood of a potential loss is reasonably possible. The Company does not believe that it is party to any pending legal proceedings that are likely to have a material effect on its business, financial condition, or results of operations for the three months ended March 31, 2021.

Indemnification

In the ordinary course of business, the Company may provide indemnification of varying scope and terms to vendors, lessors, business partners and other parties with respect to certain matters including, but not limited to, losses arising out of breach of such agreements or from intellectual property infringement claims made by third parties. In addition, the Company has entered into indemnification agreements with members of its board of directors and officers that will require the Company, among other things, to indemnify them against certain liabilities that may arise by reason of their status or service as directors or officers. The maximum potential amount of future payments the Company could be required to make under these indemnification agreements is, in many cases, unlimited. To date, the Company has not incurred any material costs as a result of such indemnifications.

14. Subsequent Events

For its condensed consolidated financial statements, the Company has performed an evaluation of subsequent events through May 17, 2021, which is the date the condensed consolidated financial statements were issued.

In May 2021, the Company's board of directors adopted the 2021 Stock Incentive Plan and 2021 Employee Stock Purchase Plan, subject to stockholder approval. The 2021 Stock Incentive Plan and 2021 Employee Stock Purchase Plan will become effective upon the effectiveness of the registration statement of which this prospectus forms a part if approved by the stockholders.

Through and including , 2021 (the 25th day after the date of this prospectus), all dealers effecting transactions in the common stock, whether or not participating in this offering, may be required to deliver a prospectus. This delivery requirement is in addition to a dealer's obligation to deliver a prospectus when acting as an underwriter and with respect to an unsold allotment or subscription.

Shares

1stDIBS

Common Stock

PROSPECTUS

BofA Securities

Barclays

Allen & Company LLC

Evercore ISI

William Blair

Raymond James

JMP Securities

, 2021

PART II
INFORMATION NOT REQUIRED IN PROSPECTUS

Item 13. Other Expenses of Issuance and Distribution.

The following table sets forth all costs and expenses, other than underwriting discounts and commissions, payable by 1stdibs.com, Inc. (the "Registrant"), in connection with the sale of the common stock being registered. All amounts shown are estimates except for the Securities and Exchange Commission (the "SEC") registration fee, the FINRA filing fee and the Nasdaq listing fee.

	Amount
SEC registration fee	$ 10,910
FINRA filing fee	*
Nasdaq listing fee	320,000
Printing and engraving expenses	*
Legal fees and expenses	*
Accounting fees and expenses	*
Transfer agent and registrar fees and expenses	*
Miscellaneous fees and expenses	*
Total	$ *

* To be filed by amendment

Item 14. Indemnification of Directors and Officers.

The Registrant is incorporated under the laws of the State of Delaware. Section 145 of the Delaware General Corporation Law (the "DGCL"), provides that a Delaware corporation may indemnify any persons who were, are, or are threatened to be made, parties to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of such corporation), by reason of the fact that such person is or was an officer, director, employee, or agent of such corporation, or is or was serving at the request of such corporation as an officer, director, employee, or agent of another corporation or enterprise. The indemnity may include expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit, or proceeding, provided that such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the corporation's best interests and, with respect to any criminal action or proceeding, had no reasonable cause to believe that his or her conduct was illegal. The indemnity may include expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit provided such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the corporation's best interests, except that no indemnification is permitted without judicial approval if the officer or director is adjudged to be liable to the corporation. Where an officer or director is successful on the merits or otherwise in the defense of any action referred to above, the corporation must indemnify him or her against the expenses (including attorneys' fees) actually and reasonably incurred.

The Registrant's amended and restated bylaws will provide for the indemnification of its directors and officers to the fullest extent permitted under the DGCL. The Registrant's amended and restated bylaws will become effective upon completion of this offering.

Section 102(b)(7) of the DGCL permits a corporation to provide in its certificate of incorporation that a director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duties as a director, except for liability for any:

- transaction from which the director derives an improper personal benefit;
- act or omission not in good faith or that involves intentional misconduct or a knowing violation of law;
- unlawful payment of dividends or redemption or repurchase of shares; or

- breach of a director's duty of loyalty to the corporation or its stockholders.

The Registrant's amended and restated certificate of incorporation will include such a provision. Under the Registrant's amended and restated bylaws, expenses incurred by any director or officers in defending any such action, suit, or proceeding in advance of its final disposition shall be paid by the Registrant upon delivery to it of an undertaking, by or on behalf of such director or officer, to repay all amounts so advanced if it shall ultimately be determined that such director or officer is not entitled to be indemnified by the Registrant, as long as such undertaking remains required by the DGCL.

Section 174 of the DGCL provides, among other things, that a director who willfully or negligently approves of an unlawful payment of dividends or an unlawful stock repurchase or redemption may be held liable for such actions. A director who was either absent when the unlawful actions were approved or dissented at the time may avoid liability by causing his or her dissent to such actions to be entered in the books containing minutes of the meetings of the board of directors at the time such action occurred or immediately after such absent director receives notice of the unlawful acts.

As permitted by the DGCL, the Registrant has entered into indemnification agreements with each of its directors and officers that require the Registrant, among other things, to indemnify its directors and officers against certain liabilities which may arise by reason of their status or service as directors or officers to the fullest extent not prohibited by law. These indemnification agreements may be sufficiently broad to permit indemnification of the Registrant's officers and directors for liabilities, including reimbursement of expenses incurred, arising under the Securities Act. Under these agreements, the Registrant is not required to provide indemnification for certain matters. The indemnification agreements also set forth certain procedures that will apply in the event of a claim for indemnification thereunder.

There is at present no pending litigation or proceeding involving any of the Registrant's directors or executive officers as to which indemnification is required or permitted, and the Registrant is not aware of any threatened litigation or proceeding that may result in a claim for indemnification.

The Registrant intends to enter into an insurance policy that covers its officers and directors with respect to certain liabilities, including liabilities arising under the Securities Act or otherwise.

The Registrant plans to enter into an underwriting agreement, to be filed as Exhibit 1.1 to this registration statement, which provides that the underwriters are obligated, under some circumstances, to indemnify the Registrant's directors, officers, and controlling persons against specified liabilities, including liabilities under the Securities Act.

Item 15. Recent Sales of Unregistered Securities.

The following sets forth information regarding all unregistered securities sold by the Registrant since January 1, 2018:

(1) From January 1, 2018 to April 30, 2021, we granted stock options to purchase an aggregate of 9,864,741 shares of common stock at exercise prices ranging from $1.37 to $3.56 per share to a total of 539 employees, consultants and directors under the 2011 Plan. Of these options, through April 30, 2021, options to purchase 641,623 shares have been exercised for cash consideration in the aggregate amount of $936,976, options to purchase 1,115,943 shares have been cancelled without being exercised, and options to purchase 8,107,175 shares remain outstanding; and

(2) From February 2019 through March 2019, we issued and sold an aggregate of 15,166,599 shares of our Series D redeemable convertible preferred stock to six accredited investors at a purchase price of $5.011010 per share, for aggregate cash consideration of approximately $76.0 million. We also issued 757,830 shares of our Series D redeemable convertible preferred stock with an aggregate value of $3.8 million ($5.011010 per share) to the placement agent in lieu of cash payment for issuance costs in connection with the financing.

The offers, sales and issuances of the securities described in paragraph (1) above were deemed to be exempt from registration under the Securities Act in reliance on Rule 701 in that the transactions were under compensatory benefit plans and contracts relating to compensation as provided under Rule 701. The recipients of such securities were employees, directors or bona fide consultants of the Registrant and received the securities under the Registrant's equity incentive plans. Appropriate legends were affixed to the securities issued in these transactions. Each of the recipients of securities in these transactions had adequate access, through employment, business or other relationships, to information about the Registrant.

The offers, sales and issuances of the securities described in paragraph (2) above were deemed to be exempt from registration under the Securities Act in reliance on Section 4(a)(2) of the Securities Act and Rule 506 promulgated under Regulation D promulgated thereunder as transactions by an issuer not involving a public offering. The recipients of securities in each of these transactions acquired the securities for investment only and not with a view to or for sale in connection with any distribution thereof and appropriate legends were affixed to the securities issued in these transactions. Each of the recipients of securities in these transactions was an institutional accredited investor within the meaning of Rule 501(a) of Regulation D under the Securities Act and had adequate access, through employment, business or other relationships, to information about the Registrant. No underwriters were involved in these transactions.

Item 16. Exhibits and Financial Statement Schedules.

(a) Exhibits.

The list of exhibits is set forth under "Exhibit Index" at the end of this registration statement and is incorporated herein by reference.

(b) Financial Statement Schedules.

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

Item 17. Undertakings.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers, and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer, or controlling person of the Registrant in the successful defense of any action, suit, or proceeding) is asserted by such director, officer, or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question of whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

The undersigned Registrant hereby undertakes that:

(a) For purposes of determining any liability under the Securities Act, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the Registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective.

(b) For the purpose of determining any liability under the Securities Act, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

EXHIBIT INDEX

Exhibit No.	Description
1.1#	Form of Underwriting Agreement.
3.1	Fifth Amended and Restated Certificate of Incorporation as amended, and as currently in effect.
3.1.1	Certificate of Amendment to the Amended and Restated Certificate of Incorporation, as amended and as currently in effect.
3.2	Form of Amended and Restated Certificate of Incorporation, to be effective upon completion of this offering.
3.3	Bylaws, as amended and as currently in effect.
3.4	Form of Amended and Restated Bylaws, to be effective upon completion of this offering.
4.1	Specimen Common Stock Certificate of the Registrant.
5.1#	Opinion of Pillsbury Winthrop Shaw Pittman LLP.
10.1	Indenture of Lease Agreement by and between the Registrant and JSM Associates I LLC, dated as of October 8, 2013.
10.2	Sixth Amended and Restated Registration Agreement, dated as of February 7, 2019, by and among the Registrant, the Persons listed on the Schedule of Investors attached thereto, David S. Rosenblatt, and the Persons listed on the Schedule of Other Stockholders attached thereto.
10.3	Form of Indemnification Agreement between the Registrant and its directors and officers.
10.4+	2011 Stock Option and Grant Plan, as amended, and Forms of Stock Option Agreement, Notice of Exercise and Stock Option Grant Notice.
10.5+	2021 Stock Incentive Plan and Forms of Stock Option Agreement, Notice of Exercise, Stock Option Grant Notice, Restricted Stock Unit Agreement, and Restricted Stock Agreement thereunder.
10.6+	2021 Employee Stock Purchase Plan.
10.7+	Offer Letter from the Registrant to David S. Rosenblatt, dated February 5, 2021.
10.8+	Offer Letter from the Registrant to Tu Nguyen, dated February 5, 2021.
10.9+	Offer Letter from the Registrant to Ross A. Paul, dated February 5, 2021.
10.10+	Form of Executive Bonus Plan.
10.11+	1stdibs.com, Inc. Executive Severance Plan.
10.12+	Non-Employee Director Compensation Policy of the Board of Directors of 1stdibs.com, Inc.
23.1	Consent of Ernst & Young LLP, an Independent Registered Public Accounting Firm.
23.2#	Consent of Pillsbury Winthrop Shaw Pittman LLP (included in Exhibit 5.1).
24.1	Power of Attorney (see signature page hereto).
99.1	Consent of Lori A. Hickok to be named as a director nominee.
99.2	Consent of Andrew G. Robb to be named as a director nominee.
99.3	Consent of Brian J. Schipper to be named as a director nominee.
99.4	Consent of Paula J. Volent to be named as a director nominee.

To be filed by amendment.
+ Indicates management contract or compensatory plan.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the city of New York, New York, on May 17, 2021.

1STDIBS.COM, INC.

/s/ David S. Rosenblatt
David S. Rosenblatt
Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints David S. Rosenblatt and Tu Nguyen, and each of them, as his or her true and lawful attorneys-in-fact and agents, each with the full power of substitution, for him or her and in his or her name, place, or stead, in any and all capacities, to sign any and all amendments to this registration statement (including post-effective amendments), and to sign any registration statement for the same offering covered by this registration statement that is to be effective upon filing pursuant to Rule 462(b) promulgated under the Securities Act, and all post-effective amendments thereto, and to file the same, with exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ David S. Rosenblatt David S. Rosenblatt	Chief Executive Officer and Director *(Principal Executive Officer)*	May 17, 2021
/s/ Tu Nguyen Tu Nguyen	Chief Financial Officer *(Principal Financial and Accounting Officer)*	May 17, 2021
/s/ Matthew R. Cohler Matthew R. Cohler	Director	May 17, 2021
/s/ Todd A. Dagres Todd A. Dagres	Director	May 17, 2021
/s/ Deven J. Parekh Deven J. Parekh	Director	May 17, 2021

FIFTH AMENDED AND RESTATED

CERTIFICATE OF INCORPORATION

OF

1STDIBS.COM, INC.

The undersigned, for the purposes of amending and restating the Fourth Amended and Restated Certificate of Incorporation, as amended, of 1stdibs.com, Inc. (the "Corporation"), filed on August 18, 2015 (the "Certificate of Incorporation"), hereby certifies as follows:

1. The present name of the Corporation is 1stdibs.com, Inc. The Corporation filed its original Certificate of Incorporation with the Secretary of State of the State of Delaware on March 10, 2000.

2. This Fifth Amended and Restated Certificate of Incorporation, which amends, restates and integrates the provisions of the Certificate of Incorporation, has been duly adopted in accordance with the provisions of Sections 242 and 245 of the General Corporation Law of the State of Delaware.

3. Pursuant to Section 228(a) of the General Corporation Law of the State of Delaware, the holders of outstanding shares of the Corporation having no less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted, consented to the adoption of the aforesaid amendments without a meeting, without a vote and without prior notice.

ARTICLE I

The name of the Corporation is 1stdibs.com, Inc. (the "Corporation").

ARTICLE II

The purpose of the Corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of Delaware.

ARTICLE III

A. AUTHORIZED SHARES

The Corporation is authorized to issue two classes of capital stock to be designated, respectively, "Preferred Stock" and "Common Stock." The total number of shares of capital stock which the Corporation has authority to issue is 163,538,959 consisting entirely of 57,771,864 shares of Preferred Stock, par value $0.01 per share, 21,662,000 of which shall be designated "Series A Convertible Preferred Stock" (the "Series A Preferred"), 10,996,181 of which shall be designated "Series B Convertible Preferred Stock" (the "Series B Preferred"), 3,182,158 of which shall be designated "Series C Convertible Preferred Stock" (the "Series C Preferred"), 5,966,682 of which shall be designated "Series C-1 Convertible Preferred Stock" (the "Series C-1 Preferred"), 15,964,843 of which shall be designated "Series D Convertible Preferred Stock" (the "Series D Preferred") and 105,767,092 shares of Common Stock, par value $0.01 per share.

B. PREFERRED STOCK

The rights, preferences, privileges, restrictions and other matters relating to the Preferred Stock are as follows:

Section 1. Dividends.

1A. Participating Dividends. In the event that the Corporation declares or pays any dividends upon the Common Stock (whether payable in cash, securities or other property), other than dividends payable solely in shares of Common Stock issued upon the outstanding shares of Common Stock, the Corporation shall also declare and pay to the holders of the Preferred Stock at the same time that it declares and pays such dividends to the holders of the Common Stock, the dividends which would have been declared and paid with respect to the Common Stock issuable upon conversion of the Preferred Stock had all of the outstanding Preferred Stock been converted immediately prior to the record date for such dividend, or if no record date is fixed, the date as of which the record holders of Common Stock entitled to such dividends are to be determined.

Section 2. Liquidation.

2A. General Preference and Priority.

(i) Payments to Holders of Series D Preferred. Upon any liquidation, dissolution or winding up of the Corporation (whether voluntary or involuntary), each holder of Series D Preferred shall be entitled to be paid, before any distribution or payment is made upon any Series C Preferred, Series C-1 Preferred, Series B Preferred, Series A Preferred or Junior Securities, an amount in cash equal to the greater of (A) the aggregate Liquidation Value of all shares of Series D Preferred held by such holder plus all declared and unpaid dividends thereon and (B) the amount which such holder would be entitled to receive upon such liquidation, dissolution or winding up if all of such holder's Series D Preferred (and all other shares of Series D Preferred) were converted into Conversion Stock immediately prior to such liquidation, dissolution or winding up plus an additional amount equal to all declared and unpaid dividends on such holder's Series D Preferred, if any, and the holders of Series D Preferred shall not be entitled to any further payment in respect thereof. If, upon any such liquidation, dissolution or winding up of the Corporation, the Corporation's assets to be distributed among the holders of the Series D Preferred are insufficient to permit payment to such holders of the aggregate amount which they are entitled to be paid pursuant to this Section 2A(i), then the entire assets available to be distributed to the Corporation's stockholders shall be distributed pro rata among such holders of Series D Preferred based upon the aggregate Liquidation Value (plus all declared and unpaid dividends thereon) of the Series D Preferred held by each such holder.

(ii) Payments to Holders of Series C Preferred and Series C-1 Preferred. Upon any liquidation, dissolution or winding up of the Corporation (whether voluntary or involuntary), after the payment of all preferential amounts required to be paid to the holders of shares of Series D Preferred in accordance with Section 2A(i) above, each holder of Series C Preferred and Series C-1 Preferred shall be entitled to be paid, before any distribution or payment is made upon any Series B Preferred, Series A Preferred or Junior Securities, an amount in cash equal to the greater of (x) in the case of Series C Preferred, (A) the aggregate Liquidation Value of all shares of Series C Preferred held by such holder plus all declared and unpaid dividends thereon and (B) the amount which such holder would be entitled to receive upon such liquidation, dissolution or winding up if

all of such holder's Series C Preferred (and all other shares of Series C Preferred) were converted into Conversion Stock immediately prior to such liquidation, dissolution or winding up plus an additional amount equal to all declared and unpaid dividends on such holder's Series C Preferred, if any, and the holders of Series C Preferred shall not be entitled to any further payment in respect thereof and (y) in the case of Series C-1 Preferred, (A) the aggregate Liquidation Value of all shares of Series C-1 Preferred held by such holder plus all declared and unpaid dividends thereon and (B) the amount which such holder would be entitled to receive upon such liquidation, dissolution or winding up if all of such holder's Series C-1 Preferred (and all other shares of Series C-1 Preferred) were converted into Conversion Stock immediately prior to such liquidation, dissolution or winding up plus an additional amount equal to all declared and unpaid dividends on such holder's Series C-1 Preferred, if any, and the holders of Series C-1 Preferred shall not be entitled to any further payment in respect thereof. If, upon any such liquidation, dissolution or winding up of the Corporation, the Corporation's assets to be distributed among the holders of the Series C Preferred and Series C-1 Preferred are insufficient to permit payment to such holders of the aggregate amount which they are entitled to be paid pursuant to this Section 2A(ii), then the entire assets available to be distributed to the Corporation's stockholders shall be distributed pro rata among such holders of Series C Preferred and Series C-1 Preferred based upon the aggregate Liquidation Value (plus all declared and unpaid dividends thereon) of the Series C Preferred or Series C-1 Preferred, as applicable, held by each such holder.

(iii) Payments to Holders of Series B Preferred. Upon any liquidation, dissolution or winding up of the Corporation (whether voluntary or involuntary), after the payment of all preferential amounts required to be paid to the holders of shares of Series D Preferred, Series C Preferred and Series C-1 Preferred in accordance with Sections 2A(i) and (ii) above, each holder of Series B Preferred shall be entitled to be paid, before any distribution or payment is made upon any Series A Preferred or Junior Securities, an amount in cash equal to the greater of (A) the aggregate Liquidation Value of all shares of Series B Preferred held by such holder plus all declared and unpaid dividends thereon and (B) the amount which such holder would be entitled to receive upon such liquidation, dissolution or winding up if all of such holder's Series B Preferred (and all other shares of Series B Preferred) were converted into Conversion Stock immediately prior to such liquidation, dissolution or winding up plus an additional amount equal to all declared and unpaid dividends on such holder's Series B Preferred, if any, and the holders of Series B Preferred shall not be entitled to any further payment in respect thereof. If, upon any such liquidation, dissolution or winding up of the Corporation, the Corporation's assets to be distributed among the holders of the Series B Preferred are insufficient to permit payment to such holders of the aggregate amount which they are entitled to be paid pursuant to this Section 2A(iii), then the entire assets available to be distributed to the Corporation's stockholders shall be distributed pro rata among such holders of Series B Preferred based upon the aggregate Liquidation Value (plus all declared and unpaid dividends thereon) of the Series B Preferred held by each such holder.

(iv) Payments to Holders of Series A Preferred. Upon any liquidation, dissolution or winding up of the Corporation (whether voluntary or involuntary), after the payment of all preferential amounts required to be paid to the holders of shares of Series D Preferred, Series C Preferred, Series C-1 Preferred and Series B Preferred in accordance with Sections 2A(i), (ii) and (iii) above, each holder of Series A Preferred shall be entitled to be paid, before any distribution or payment is made upon any Junior Securities, an amount in cash equal to the greater of (A) the aggregate Liquidation Value of all shares of Series A Preferred held by such holder plus all declared and unpaid dividends thereon and (B) the amount which such holder would be entitled to receive upon such liquidation, dissolution or winding up if all of such holder's Series A Preferred

(and all other shares of Series A Preferred) were converted into Conversion Stock immediately prior to such liquidation, dissolution or winding up plus an additional amount equal to all declared and unpaid dividends on such holder's Series A Preferred, if any, and the holders of Series A Preferred shall not be entitled to any further payment in respect thereof. If, upon any such liquidation, dissolution or winding up of the Corporation, the Corporation's assets to be distributed among the holders of the Series A Preferred are insufficient to permit payment to such holders of the aggregate amount which they are entitled to be paid pursuant to this Section 2A(iv), then the entire assets available to be distributed to the Corporation's stockholders shall be distributed pro rata among such holders of Series A Preferred based upon the aggregate Liquidation Value (plus all declared and unpaid dividends thereon) of the Series A Preferred held by each such holder.

2B. Deemed Liquidations. For purposes of this Section 2, any Fundamental Change or Change in Ownership shall (unless otherwise determined by (i) the holders of a majority of the outstanding Preferred Stock, voting together as a single class on an as-converted basis, and (ii) the holders of a majority of the outstanding Series D Preferred) be deemed to be a liquidation, dissolution and winding up of the Corporation, and each holder of Preferred Stock shall be entitled to receive in connection therewith payment from the Corporation (or the successor or purchasing entity) of an amount in cash equal to the aggregate amount specified herein that such holders would have received upon a liquidation, dissolution and winding up of the Corporation in accordance with this Section 2. If a Fundamental Change or Change in Ownership involves the payment by a successor or purchasing entity to the Corporation's stockholders of consideration in whole or in part other than cash, then at the election of the holders of a majority of the outstanding Preferred Stock, the amounts payable to the holders of Preferred Stock pursuant to this Section 2 shall be paid in the same form of consideration that is paid to the Corporation's other stockholders, and if any of the Corporation's other stockholders are given an option as to the form of consideration to be received, then all holders of Preferred Stock shall be given the same option (with it being understood that the value of any such non-cash consideration shall be determined as provided in Section 6C(v) of this Part B of Article III or, at the election of the holders of a majority of the outstanding Preferred Stock, as may be provided in the definitive agreement(s) entered into in connection with any such Fundamental Change or Change in Ownership).

2C. Allocation of Escrow. In the event of a Fundamental Change or Change in Ownership, if any portion of the consideration payable to the stockholders of the Corporation is placed into escrow and/or is payable to the stockholders of the Corporation subject to contingencies, the definitive agreement effecting such Fundamental Change or Change in Ownership shall provide that (a) the portion of such consideration that is not placed in escrow and not subject to any contingencies (the "Initial Consideration") shall be allocated among the holders of capital stock of the Corporation in accordance with this Section 2 as if the Initial Consideration were the only consideration payable in connection with such Fundamental Change or Change in Ownership and (b) any additional consideration which becomes payable to the stockholders of the Corporation upon release from escrow or satisfaction of contingencies shall be allocated among the holders of capital stock of the Corporation in accordance with this Section 2 after taking into account the previous payment of the Initial Consideration as part of the same transaction.

Section 3. Priority of Preferred Stock on Dividends and Redemptions. So long as any Preferred Stock remains outstanding, without the prior written consent of the holders of a majority of the outstanding shares of Preferred Stock, the Corporation shall not, nor shall it permit any Subsidiary to, redeem, purchase or otherwise acquire directly or indirectly any Junior Securities, nor shall the Corporation directly or indirectly pay or declare any dividend or make any distribution upon any Junior Securities.

Section 4. Redemptions.

4A. Redemption Upon Request. At any time and from time to time on or after the fifth anniversary of the date of the first issuance of shares of Series D Preferred, the holders of a majority of the outstanding Preferred Stock, voting together as a single class on an as-converted basis, may require redemption of all of the shares of Preferred Stock held by such holders by delivering written notice of such request to the Corporation. Within fifteen (15) days after receipt of a request for redemption in accordance with this Section 4A, the Corporation shall give written notice of such request to each other holder of Preferred Stock specifying the Redemption Value (as defined below), the proposed Redemption Date and the place at which payment may be obtained and calling upon such holder to surrender to the Corporation, in the manner and at the place designated, his, her or its certificate or certificates representing the shares of Preferred Stock requested to be redeemed (the "Redemption Notice"), and each such other holder shall have until twenty-one (21) days after receipt of the Redemption Notice to request redemption hereunder (by giving written notice to the Corporation) of all of the Preferred Stock owned by such holder. Unless prohibited by applicable law, the Corporation shall redeem all shares of Preferred Stock to be redeemed in accordance with this Section 4A, in each case at the Redemption Value, and such redemption shall take place on a date fixed by the Corporation, which date shall be not more than sixty (60) days after the later of the date of the Redemption Notice or the date on which the Redemption Value of the Preferred Stock shall have been determined in accordance with this Section 4.

4B. Redemption Upon a Liquidity Event. If a Liquidity Event has occurred or the Corporation obtains actual knowledge that a Liquidity Event is proposed to occur, then the Corporation shall give prompt written notice (in no event later than ten (10) days after the occurrence of such Liquidity Event or obtaining such knowledge) of such Liquidity Event describing in reasonable detail the material terms and date of consummation thereof to each holder of Preferred Stock, and the Corporation shall give each holder of Preferred Stock prompt written notice of any subsequent material change in the terms or timing of such transaction. The holders of a majority of the Preferred Stock may require the Corporation to redeem all or any portion of the Preferred Stock owned by such holders at a redemption price per share of Preferred Stock payable in cash equal to the Redemption Value thereof by giving written notice to the Corporation of such election prior to the later of (a) twenty one (21) days after receipt of the Corporation's notice and (b) ten (10) days prior to the consummation of such Liquidity Event (the "Expiration Date"). The Corporation shall give prompt written notice of any such election to all other holders Preferred Stock within ten (10) days after the receipt thereof specifying the Redemption Value, and each such holder shall have until the later of (a) the Expiration Date or (b) five (5) days after receipt of such second notice to request redemption hereunder (by giving written notice to the Corporation) of all or any portion of the Preferred Stock owned by such holder. Upon receipt of such election(s), the Corporation shall be obligated to redeem the aggregate number of shares of Preferred Stock specified therein upon the occurrence of such Liquidity Event or, with respect to any such elections received in a timely manner in accordance with this Section 4B but not prior to the consummation of such Liquidity Event, ten (10) days after the Corporation's receipt of such election(s). If any such proposed Liquidity Event does not occur, all requests for redemption in connection therewith shall be automatically rescinded, or if there has been a material change in the terms or the timing of the transaction, the holders of a majority of the Preferred Stock may rescind the request for redemption by giving written notice of such rescission to the Corporation. Notwithstanding the

foregoing, the Corporation shall be entitled to pay the redemption price in the form of the consideration to be received in the Liquidity Event and entitled to deduct such amounts from such redemption price on a pro rata basis to place in escrow to satisfy any indemnification obligations of the Corporation or its stockholders as if such Preferred Stock were outstanding on the date of consummation of the Liquidity Event, only to the extent such holders of Preferred Stock would be obligated to contribute to the escrow if such holders of Preferred Stock were to receive such consideration pursuant to Section 2.

4C. Redemption Value and Procedures. The Corporation shall be required to redeem on the Redemption Date each share of Preferred Stock for which a request for redemption has been delivered in accordance with Section 4A or Section 4B at a price per share (the "Redemption Value") payable in immediately available funds (or such other property allowed pursuant to Section 4A or Section 4B) equal to (i) if the request is delivered pursuant to Section 4A, the Liquidation Value of such share of Preferred Stock plus all declared and unpaid dividends thereon plus the Preference Amount, where for the purposes of this Section 4C, "Preference Amount" means a five percent (5%) annually compounding return on the Liquidation Value from the date of issuance or (ii) if the request is delivered pursuant to Section 4B, the greater of (x) the value determined in accordance with clause (i) of this Section 4C and (y) the Market Price of the Conversion Stock issuable upon conversion of such share of Preferred Stock (which, in the case of a redemption in connection with a Change in Ownership or Fundamental Change, shall be derived from the aggregate consideration payable in such Change in Ownership or Fundamental Change (with it being understood that the value of any such consideration shall be determined as provided in Section 6C(v) of this Part B of Article III or, at the election of the holders of a majority of the outstanding Preferred Stock, as may be provided in the definitive agreement(s) entered into in connection with any such Change in Ownership or Fundamental Change)) if such share of Preferred Stock (and all other shares of Preferred Stock) was converted into Conversion Stock immediately prior thereto plus an additional amount equal to all declared and unpaid dividends on such share of Preferred Stock, if any. Except as provided in Section 4D of this Part B of Article III, on or after the Redemption Date, each holder of Preferred Stock on the Redemption Date shall surrender to the Corporation the certificate or certificates representing such shares of Preferred Stock, in the manner and at the place designated in the Redemption Notice, and thereupon the aggregate Redemption Value of such shares of Preferred Stock shall be payable to the order of the Person whose name appears on such certificate or certificates as the owner thereof and each surrendered certificate shall be cancelled.

4D. Failure to Redeem. If the funds of the Corporation legally available for redemption of shares of Preferred Stock on the Redemption Date are insufficient to redeem all shares of Preferred Stock, then (without limiting the Corporation's obligation hereunder or curing any failure not to redeem all of the shares of Preferred Stock) those funds that are legally available will be used to redeem the maximum possible number of shares of each series of Preferred Stock ratably among the holders of such series in proportion to the aggregate Redemption Value that each such holder would be entitled to receive with respect to such series pursuant to this Section 4, subject to the priorities set forth in Section 2A of this Part B of Article III. The shares of Preferred Stock not redeemed shall remain outstanding and entitled to all the rights and preferences provided herein. At any time thereafter when additional funds of the Corporation are legally available for the redemption of shares of Preferred Stock, such funds will immediately be used to redeem the balance of the shares of each series of Preferred Stock that the Corporation has become obliged to redeem on any Redemption Date but that it has not redeemed, ratably among the holders of such series in proportion to the remaining aggregate Redemption Value that each such holder remains

entitled to receive with respect to such series, subject to the priorities set forth in Section 2A of this Part B of Article III. Notwithstanding anything to the contrary contained herein, without the prior written consent of the holders of a majority of the Preferred Stock, the Corporation shall not declare or pay any dividends or redeem, repurchase or otherwise acquire (or pay into or set aside for a sinking fund for such purpose) any Junior Securities after the receipt of notice of redemption under this Section 4, or at any other time when the Corporation is obligated to make redemption payments under this Section 4, unless and until all amounts required to be paid to the holders of the Preferred Stock under this Section 4 shall have been paid in full.

4E. Effect of Redemption. From and after the Redemption Date, unless there shall have been a default in payment of the Redemption Value, all rights of the holders of shares of Preferred Stock as holders of Preferred Stock (except the right to receive the applicable Redemption Value without interest upon surrender of their certificate or certificates) shall cease with respect to such shares of Preferred Stock to be redeemed, and such shares of Preferred Stock shall not thereafter be transferred on the books of the Corporation or be deemed to be outstanding for any purpose whatsoever.

4F. Other Redemptions or Acquisitions. The Preferred Stock shall not be redeemable or otherwise repurchasable by the Corporation or any of its Subsidiaries, except as set forth in this Section 4 or as otherwise agreed to by the Corporation and holders of a majority of the outstanding Preferred Stock, voting together as a single class on an as-converted basis, subject to the priorities set forth in Section 2A of this Part B of Article III.

Section 5. Voting Rights.

5A. General. The holders of the Preferred Stock shall be entitled to notice of all stockholders meetings in accordance with the Corporation's bylaws, and, in addition to any circumstances in which the holders of the Preferred Stock shall be entitled to vote as a separate class under the General Corporation Law of Delaware or this Certificate of Incorporation, the holders of the Preferred Stock shall be entitled to vote on all matters, other than the election of the directors which this Certificate of Incorporation designates for election solely by the holders of Common Stock, submitted to the stockholders for a vote together with the holders of the Common Stock voting together as a single class with each share of Common Stock entitled to one (1) vote per share and each share of Preferred Stock entitled to a number of votes equal to the number of shares of Common Stock issuable upon conversion of the Preferred Stock as of the record date for such vote (or, if no record date is specified, as of the date of such vote). Fractional votes shall not, however, be permitted, and any fractional voting rights resulting from the above formula (after aggregating all shares into which shares of Preferred Stock held by each holder could be converted) shall be rounded to the nearest whole share.

5B. Election of Directors. The board of directors of the Corporation (the "Board") shall be composed of seven (7) directors.

(i) As long as 15% of the originally issued shares of Series B Preferred (as such number of shares is proportionately adjusted for subsequent stock splits, combinations, dividends and the like) shall be issued and outstanding, in the election of directors of the Corporation, the holders of the Series B Preferred, voting separately as a single class to the exclusion of all other classes and series of the Corporation's capital stock and with each share of Series B Preferred entitled to one (1) vote, shall be entitled to elect (by majority vote) two (2) directors (the "Series B

Directors") to serve on the Board with each such director serving until his or her successor is duly elected by the holders of the Series B Preferred or his or her earlier death, resignation or removal from office by the holders of the Series B Preferred. If less than 15% of the originally issued shares of Series B Preferred (as such number of shares is proportionately adjusted for subsequent stock splits, combinations, dividends and the like) shall be issued and outstanding but more than 7.5% of the originally issued shares of the Series B Preferred (as such number of shares is proportionately adjusted for subsequent stock splits, combinations, dividends and the like) shall be issued and outstanding, the holders of the Series B Preferred, voting separately as a single class to the exclusion of all other classes and series of the Corporation's capital stock and with each share of Series B Preferred entitled to one (1) vote, shall be entitled to elect (by majority vote) one (1) Series B Director.

(ii) As long as 10,831,000 shares of the Series A Preferred (as such number of shares is proportionately adjusted for subsequent stock splits, combinations, dividends and the like) shall be issued and outstanding, in the election of directors of the Corporation, the holders of the Series A Preferred, (i) voting separately as a single class to the exclusion of all other classes and series of the Corporation's capital stock and with each share of Series A Preferred entitled to one (1) vote, shall be entitled to elect (by majority vote) two (2) directors (each, a "Series A Director" and, collectively, the "Series A Directors") to serve on the Board with each such director serving until his or her successor is duly elected by the holders of the Series A Preferred or his or her earlier death, resignation or removal from office by the holders of the Series A Preferred and (ii) voting together with the holders of the Common Stock voting together as a single class with each share of Common Stock entitled to one (1) vote per share and each share of Series A Preferred entitled to a number of votes equal to the number of shares of Common Stock issuable upon conversion of the Series A Preferred as of the record date for such vote (or, if no record date is specified, as of the date of such vote), shall be entitled to elect (by majority vote) one (1) director (the "Independent Director") to serve on the Board until his or her successor is duly elected or his or her earlier death, resignation or removal from office. If less than 10,831,000 shares of the Series A Preferred (as such number of shares is proportionately adjusted for subsequent stock splits, combinations, dividends and the like) shall be issued and outstanding but more than 5,416,000 shares of the Series A Preferred (as such number of shares is proportionately adjusted for subsequent stock splits, combinations, dividends and the like) shall be issued and outstanding, the holders of the Series A Preferred, voting separately as a single class to the exclusion of all other classes and series of the Corporation's capital stock and with each share of Series A Preferred entitled to one (1) vote, shall be entitled to elect (by majority vote) one (1) Series A Director.

(iii) If the holders of any series of the Preferred Stock for any reason fail to elect one (1) or more directors hereunder, such position shall remain vacant until such time as the holders of such series of Preferred Stock elect an individual to serve as a director to fill such position and shall not be filled by resolution or vote of the Board or the Corporation's other stockholders. If the holders of any series of the Preferred Stock are not entitled to elect directors, the holders of Common Stock and Preferred Stock (voting together as a single class on an as-converted basis) shall be entitled to elect all applicable directors in accordance with Section 3 of Part C of Article III.

5C. Other Voting Rights of the Preferred Stock. As long as 500,000 shares of the Preferred Stock (as such number of shares is proportionately adjusted for subsequent stock splits, combinations, dividends and the like) shall be issued and outstanding, the Corporation shall not (and shall cause each of its Subsidiaries not to), either directly or indirectly by amendment, merger, consolidation or otherwise, without first obtaining (in addition to any other vote required by law or

this Certificate of Incorporation) the approval (by vote or written consent as provided by law) of the holders of a majority of the outstanding shares of the Preferred Stock, voting or consenting together as a single class on an as-converted basis, and any such act or transaction entered into without such consent or vote shall be null and void *ab initio*, and of no force or effect:

(i) directly or indirectly declare or pay, or permit any of its Subsidiaries to declare or pay, any dividends or make any distributions upon any of its capital stock or other Equity Securities, except that (a) any Wholly-Owned Subsidiary may declare and pay dividends or make distributions (directly or indirectly) to the Corporation or another Wholly-Owned Subsidiary and (b) the Corporation may declare and pay dividends payable in shares of its Common Stock as described in Section 6D upon the outstanding shares of its Common Stock;

(ii) directly or indirectly (a) redeem, repurchase or otherwise acquire, or permit any of its Subsidiaries to redeem, purchase or otherwise acquire, any of the Corporation's or any of its Subsidiary's capital stock or other Equity Securities (including warrants, options and other rights to acquire such capital stock or other Equity Securities), or assign or transfer any rights or options to make any such redemption, repurchase or other acquisition, or (b) redeem, repurchase or make any payments with respect to any stock appreciation rights, phantom stock plans or similar rights or plans, or permit any of its Subsidiaries to so redeem, repurchase or make such payments, or assign or transfer any rights or options to make such redemption, repurchase or payment, in each case other than redemptions of the Preferred Stock in accordance with the Certificate of Incorporation of the Corporation;

(iii) create or authorize the creation of or issue any other security convertible into or exercisable for any equity security, having rights, preferences or privileges senior to or on a parity with the Preferred Stock, or increase the authorized number of shares of Preferred Stock;

(iv) effect a recapitalization or reorganization or change in the form of organization or other Organic Change in any form of transaction (including the formation of a parent holding company for the Corporation, reorganization into any non-corporate entity treated as a partnership for federal income tax purposes or a transaction to change the domicile of the Corporation or any of its Subsidiaries);

(v) merge or consolidate with any Person or permit any Subsidiary to merge or consolidate with any Person or consummate (other than the merger of a Wholly-Owned Subsidiary with and into the Corporation or another Wholly-Owned Subsidiary), permit or in any manner facilitate a sale of the Corporation or any of its Subsidiaries or a change in control of the Corporation or any of its Subsidiaries, including a Fundamental Change or a Change in Ownership;

(vi) create, incur, assume or suffer to exist, or permit any Subsidiary to create, incur, assume or suffer to exist, any indebtedness in excess of $2,500,000 at any time on an aggregate consolidated basis, or amend, modify, supplement or waive any provision of the documents, agreements or instruments evidencing, securing or otherwise pertaining to any such indebtedness of the Corporation or any of its Subsidiaries, or refinance, substitute or replace any such indebtedness of the Corporation or any of its Subsidiaries;

(vii) acquire, or permit any Subsidiary to acquire, any interest in any company or business (whether by a purchase of assets, purchase of stock or other equity interests, merger or otherwise), or enter into, or permit any Subsidiary to enter into, any partnership or joint venture, involving an aggregate consideration by the Corporation and/or any of its Subsidiaries (including, without limitation, the assumption of liabilities whether direct or indirect) exceeding $1,000,000 in any one transaction or series of related transactions or exceeding $2,000,000 in any twelve-month period;

(viii) make, or permit any Subsidiary to make, any loans or advances to, guarantees for the benefit of, or investments in, (A) any Related Party (other than reasonable advances to employees in the ordinary course of business (but expressly prohibiting any loans or the arranging of any loans to or for the benefit of any employees for any purpose)) or (B) any other Person in excess of $500,000, except for investments in a Wholly-Owned Subsidiary organized under the laws of a jurisdiction of the United States or one of its territorial possessions;

(ix) sell, lease, license or otherwise dispose of, or permit any Subsidiary to sell, lease, license or otherwise dispose of, any assets (whether tangible or intangible and including the capital stock or membership or other ownership interests of any of its Subsidiaries), except for sales in the ordinary course of business;

(x) amend, supplement, modify, alter, repeal, restate, terminate or waive any provision of the certificate of incorporation or bylaws, certificate of formation and limited liability company agreement or limited partnership agreement or similar governing documents of the Corporation or any of its Subsidiaries or file any amendment, restatement, resolution or certificate with any Secretary of State;

(xi) enter into, amend, modify or supplement, or waive any provisions of, or permit any Subsidiary to enter into, amend, modify or supplement, or waive any provisions of, any agreement, transaction, commitment or arrangement with any of the Corporation's or any of its Subsidiaries' or any of its affiliates' direct or indirect officers, managers, directors, key employees, members, partners, stockholders or affiliates or with any Person related by blood, marriage or adoption to any such Person or any entity in which any of the foregoing owns a material beneficial interest (each, a "Related Party"), except for entering into customary employment arrangements and benefit programs, in each case on reasonable terms as approved by the Compensation Committee of the Board (with interested members abstaining with respect to their own compensation);

(xii) (a) amend or modify the Stock Option Plan as in existence as of the date hereof (including increasing the number of shares of Common Stock available for issuance thereunder above the number of shares of Common Stock available for issuance thereunder as of the date hereof (as equitably adjusted for stock splits and stock combinations subsequent to the date hereof), or (b) adopt, amend or modify, or permit any of its Subsidiaries to adopt, amend or modify, any stock option plan, equity incentive plan, employee equity ownership plan, profit sharing plan, phantom equity plan, equity appreciation rights plan or any similar plan, program, agreement or arrangement;

(xiii) make, or permit any Subsidiary to make, any capital expenditures (including payments with respect to capitalized leases), which capital expenditures in the aggregate would deviate in amount by more than $500,000 from the annual budget and operating plan approved by the Board, unless approved by the Board, including at least one (1) Investor Director;

(xiv) consent to, or waive any condition or requirement with respect to, any transfer or assignment of any capital stock or other Equity Securities of the Corporation or any of its Subsidiaries, unless approved by the Board, including at least one (1) Investor Director;

(xv) increase or decrease the authorized size of its Board (or the board of directors or similar governing body of any Subsidiary);

(xvi) become subject to, or permit any of its Subsidiaries to become subject to, including by way of amendment to or modification, extension or renewal of, any document, agreement or instrument which by its terms would (under any circumstances) restrict, limit, condition or prohibit (a) the right of any Subsidiary to make loans or advances or pay dividends or distributions to, transfer property to, or repay any indebtedness owed to, the Corporation or any of its Subsidiaries or (b) the Corporation's or any of its Subsidiaries' right to perform the provisions of the Recapitalization Agreement (including the agreements attached as exhibits thereto) or the certificate or articles of incorporation or bylaws, certificate of formation and limited liability company agreement or limited partnership agreement or similar governing documents of the Corporation or any of its Subsidiaries, or would (under any circumstances) impose any provision which would have the effect of directly or indirectly restricting, limiting, conditioning or prohibiting the making, timing or amount of any payment with respect to the Preferred Stock, in each case, other than in connection with any venture debt or similar debt facility;

(xvii) consummate, or permit any of its Subsidiaries to consummate, an initial public offering of its capital stock or other Equity Securities or listing on any national securities exchange or substantially equivalent market (including any private Rule 144A market), except for a Qualified Public Offering;

(xviii) make, or permit any Subsidiary to make, any change with respect to the accounting policies, tax elections and tax filing positions of the Corporation or any of its Subsidiaries (including any filing of an election by the Corporation or any of its Subsidiaries to be treated as a partnership for federal income tax purposes), unless approved by the Board, including at least one (1) Investor Director;

(xix) (a) sell, assign, transfer, lease, license or otherwise encumber, abandon, or permit to lapse, or otherwise fail to maintain in full force and effect, or fail to protect any material intellectual property rights, except for (1) the grant of nonexclusive licenses to consumers in the ordinary course of business and (2) abandonment of intellectual property rights where such abandonment is approved by the Board following a determination that such intellectual property rights are of *de minimis* value to the Corporation or any of its Subsidiaries, or (b) take any action reasonably expected to result in the invalidity or unenforceability of any material intellectual property rights of the Corporation (or any Subsidiary) or in the infringement upon or misappropriation of any rights of other Person, in each case, unless approved by the Board, including at least one (1) Investor Director;

(xx) make an assignment for the benefit of creditors or admit in writing its inability to pay its debts generally as they become due, file a voluntary bankruptcy or similar proceeding or fail to contest any bankruptcy, insolvency or similar proceeding filed against the Corporation, or permit any of the Corporation's Subsidiaries to do the foregoing;

(xxi) materially change, or cause or allow any Subsidiary to materially change, the business activities of the Corporation or any of its Subsidiaries as currently conducted, or enter into, or permit any Subsidiary to enter into, the ownership, active management or operation of any business that is not related to the current business activities of the Corporation or any of its Subsidiaries, in each case, unless approved by the Board, including at least one (1) Investor Director;

(xxii) liquidate, dissolve or wind-up the business and affairs of the Corporation; or

(xxiii) amend, alter or repeal any of the powers, preferences, privileges or rights of the Preferred Stock.

5D. Other Voting Rights of the Series B Preferred. As long as 500,000 shares of the Series B Preferred (as such number of shares is proportionately adjusted for subsequent stock splits, combinations, dividends and the like) shall be issued and outstanding, the Corporation shall not (and shall cause each of its Subsidiaries not to), either directly or indirectly by amendment, merger, consolidation or otherwise, without first obtaining (in addition to any other vote required by law or this Certificate of Incorporation) the approval (by vote or written consent as provided by law) of the holders of a majority of the outstanding shares of the Series B Preferred, voting or consenting as a separate class, and any such act or transaction entered into without such consent or vote shall be null and void *ab initio*, and of no force or effect: (i) adversely amend, alter or repeal any of the powers, preferences, privileges or rights of the Series B Preferred in a manner different from the Series A Preferred, the Series C Preferred, the Series C-1 Preferred or the Series D Preferred, either directly or by amendment, merger, consolidation, or otherwise or (ii) authorize or issue any additional shares of Series B Preferred.

5E. Other Voting Rights of the Series C Preferred and Series C-1 Preferred. As long as 500,000 shares of one or more of the Series C Preferred or Series C-1 Preferred (as such number of shares is proportionately adjusted for subsequent stock splits, combinations, dividends and the like) shall be issued and outstanding, the Corporation shall not (and shall cause each of its Subsidiaries not to), either directly or indirectly by amendment, merger, consolidation or otherwise, without first obtaining (in addition to any other vote required by law or this Certificate of Incorporation) the approval (by vote or written consent as provided by law) of the holders of at least 65% of the outstanding shares of the Series C Preferred and Series C-1 Preferred, voting or consenting together as a single class on an as-converted basis, and any such act or transaction entered into without such consent or vote shall be null and void *ab initio*, and of no force or effect: (i) adversely amend, alter or repeal any of the powers, preferences, privileges or rights of the Series C Preferred or Series C-1 Preferred in a manner different from the Series A Preferred, the Series B Preferred or the Series D Preferred, either directly or by amendment, merger, consolidation, or otherwise or (ii) authorize or issue any additional shares of Series C Preferred or Series C-1 Preferred.

5F. Other Voting Rights of the Series D Preferred. As long as 500,000 shares of the Series D Preferred (as such number of shares is proportionately adjusted for subsequent stock splits, combinations, dividends and the like) shall be issued and outstanding, the Corporation shall not (and shall cause each of its Subsidiaries not to), either directly or indirectly by amendment, merger, consolidation or otherwise, without first obtaining (in addition to any other vote required by law or this Certificate of Incorporation) the approval (by vote or written consent as provided by law) of the holders of at least a majority of the outstanding shares of the Series D Preferred, voting or consenting as a separate class, and any such act or transaction entered into without such consent

or vote shall be null and void *ab initio*, and of no force or effect: (i) adversely amend, alter or repeal any of the powers, preferences, privileges or rights of the Series D Preferred in a manner different from the Series A Preferred, the Series B Preferred, the Series C Preferred or the Series C-1 Preferred, either directly or by amendment, merger, consolidation, or otherwise, (ii) authorize or issue any additional shares of Series D Preferred or (iii) effect a Fundamental Change or a Change in Ownership in which the per share proceeds to holders of Series D Preferred with respect to such shares of Series D Preferred are less than the Liquidation Value of a share of Series D Preferred.

5H. Other Voting Rights of the Series B Preferred, Series C Preferred, Series C-1 Preferred and Series D Preferred. As long as an aggregate of 500,000 shares of one or more of the Series D Preferred (as such number of shares is proportionately adjusted for subsequent stock splits, combinations, dividends and the like), Series C-1 Preferred (as such number of shares is proportionately adjusted for subsequent stock splits, combinations, dividends and the like), Series C Preferred (as such number of shares is proportionately adjusted for subsequent stock splits, combinations, dividends and the like) and Series B Preferred (as such number of shares is proportionately adjusted for subsequent stock splits, combinations, dividends and the like) shall be issued and outstanding, the Corporation shall not (and shall cause each of its Subsidiaries not to), either directly or indirectly by amendment, merger, consolidation or otherwise, without first obtaining (in addition to any other vote required by law or this Certificate of Incorporation) the approval (by vote or written consent as provided by law) of the holders of a majority of the outstanding shares of the Series D Preferred, Series C-1 Preferred, Series C Preferred and Series B Preferred, voting or consenting together as a single class on an as-converted basis, and any such act or transaction entered into without such consent or vote shall be null and void *ab initio*, and of no force or effect: create or authorize the creation of or issue any other security convertible into or exercisable for any equity security, having rights, preferences or privileges senior to or on a parity with the Series B Preferred, Series C Preferred, Series C-1 Preferred or the Series D Preferred, in connection with a financing that is led or co-led by Benchmark Capital Partners VII, L.P. or an Affiliate thereof ("Benchmark"). For avoidance of doubt, in no event shall the participation by Benchmark in a financing be deemed to trigger this paragraph 5G if the terms of such financing are negotiated on behalf of the investors by any other investor.

Section 6. Conversion.

6A. Conversion Procedure.

(i) At any time and from time to time, any holder of Preferred Stock may convert all or any portion of the shares of Preferred Stock held by such holder into a number of shares of Conversion Stock computed by multiplying, in the case of the Series A Preferred, the number of shares of Series A Preferred to be converted by $2.77 (as proportionately adjusted for subsequent stock splits, combinations, dividends and the like) and dividing the result by the Series A Conversion Price (as defined in Section 6B of this Part B of Article III) then in effect, in the case of the Series B Preferred, the number of shares of Series B Preferred to be converted by $3.8240569 (as proportionately adjusted for subsequent stock splits, combinations, dividends and the like) and dividing the result by the Series B Conversion Price (as defined in Section 6B of this Part B of Article III) then in effect, in the case of the Series C Preferred, the number of shares of Series C Preferred to be converted by $4.713781 (as proportionately adjusted for subsequent stock splits, combinations, dividends and the like) and dividing the result by the Series C Conversion Price (as defined in Section 6B of this Part B of Article III) then in effect, in the case of the Series C-1

Preferred, the number of shares of Series C-1 Preferred to be converted by $4.525126 (as proportionately adjusted for subsequent stock splits, combinations, dividends and the like) and dividing the result by the Series C-1 Conversion Price (as defined in Section 6B of this Part B of Article III) then in effect, and in the case of the Series D Preferred, the number of shares of Series D Preferred to be converted by $5.011010 (as proportionately adjusted for subsequent stock splits, combinations, dividends and the like) and dividing the result by the Series D Conversion Price (as defined in Section 6B of this Part B of Article III) then in effect.

(ii) Except as otherwise provided herein, each conversion of Preferred Stock shall be deemed to have been effected as of the close of business on the date on which the certificate or certificates representing the Preferred Stock to be converted have been surrendered for conversion at the principal office of the Corporation. At the time any such conversion has been effected, the rights of the holder of the shares of Preferred Stock converted as a holder of Preferred Stock shall cease and the Person or Persons in whose name or names any certificate or certificates for shares of Conversion Stock are to be issued upon such conversion shall be deemed to have become the holder or holders of record of the shares of Conversion Stock represented thereby.

(iii) Notwithstanding any other provision hereof, if a conversion of Preferred Stock is to be made in connection with a Fundamental Change, Change in Ownership, Public Offering or other transaction affecting the Corporation or a holder of Preferred Stock, the conversion of any shares of Preferred Stock may, at the election of the holder thereof, be conditioned upon the consummation of such event or transaction, in which case such conversion shall not be deemed to be effective until such event or transaction has been consummated.

(iv) Promptly (and in any event within ten (10) business days) after a conversion has been effected, the Corporation shall deliver to the converting holder:

(a) cash in an amount equal to all declared and unpaid dividends on the shares of Preferred Stock converted;

(b) cash in the amount payable pursuant to Section 6A(ix) of this Part B of Article III with respect to such conversion;

(c) a certificate or certificates representing the number of shares of Conversion Stock issuable by reason of such conversion in such name or names and such denomination or denominations as the converting holder has specified; and

(d) a certificate representing any shares of Preferred Stock which were represented by the certificate or certificates delivered to the Corporation in connection with such conversion but which were not converted.

(v) If the Corporation is not permitted under applicable law to pay any portion of any declared and unpaid dividends on the Preferred Stock being converted, the Corporation shall pay such dividends to the converting holder as soon thereafter as funds of the Corporation are legally available for such payment. At the request of any such converting holder, the Corporation shall provide such holder with written evidence of its obligation to pay such dividends to such holder.

(vi) Upon conversion of each share of Preferred Stock, the Corporation shall take all such actions as are necessary in order to ensure that the Conversion Stock issuable with respect to such conversion shall be validly issued, fully paid and nonassessable, free and clear of all taxes (other than any taxes relating to any dividends paid in connection with such conversion), liens, charges and encumbrances with respect to the issuance thereof.

(vii) The Corporation shall not close its books against the transfer of Preferred Stock or of Conversion Stock issuable or issued upon conversion of Preferred Stock in any manner which interferes with the timely conversion of Preferred Stock without the approval of the Board, including at least one (1) Investor Director. The Corporation shall assist and cooperate with any holder of shares of Preferred Stock required to make any governmental filings or obtain any governmental approval prior to or in connection with any conversion of shares of Preferred Stock hereunder (including, without limitation, making any filings required to be made by the Corporation and the Corporation shall pay all filing fees and expenses payable by the Corporation or any such holder in connection therewith).

(viii) The Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Conversion Stock, solely for the purpose of issuance upon the conversion of the Preferred Stock, such number of shares of Conversion Stock issuable upon the conversion of all outstanding Preferred Stock. All shares of Conversion Stock which are so issuable shall, when issued, be duly and validly issued, fully paid and nonassessable and free from all taxes, liens and charges. The Corporation shall take all such actions as may be necessary to assure that all such shares of Conversion Stock may be so issued without violation of any applicable law or governmental regulation or any requirements of any domestic securities exchange upon which shares of Conversion Stock may be listed (except for official notice of issuance which shall be immediately delivered by the Corporation upon each such issuance). The Corporation shall not take any action which would cause the number of authorized but unissued shares of Conversion Stock to be less than the number of such shares required to be reserved hereunder for issuance upon conversion of the Preferred Stock.

(ix) If any fractional interest in a share of Conversion Stock would, except for the provisions of this Section 6A(ix), be delivered upon any conversion of the Preferred Stock, the Corporation, in lieu of delivering the fractional share therefor, shall pay an amount to the holder thereof equal to the Market Price of a share of Common Stock multiplied by such fractional interest as of the date of conversion.

6B. Conversion Price.

(i) The initial "Series A Conversion Price" shall be $2.77 (as proportionately adjusted for subsequent stock splits, combinations, dividends and the like), the initial "Series B Conversion Price" shall be $3.82405469 (as proportionately adjusted for subsequent stock splits, combinations, dividends and the like), the initial "Series C Conversion Price" shall be $4.713781 (as proportionately adjusted for subsequent stock splits, combinations, dividends and the like), the initial "Series C-1 Conversion Price" shall be $4.525126 (as proportionately adjusted for subsequent stock splits, combinations, dividends and the like) and the initial "Series D Conversion Price" shall be $5.011010 (as proportionately adjusted for subsequent stock splits, combinations, dividends and the like). The Series A Conversion Price, the Series B Conversion Price, the Series C Conversion Price, the Series C-1 Conversion Price and the Series D Conversion Price shall be referred herein collectively as, the "Conversion Price". In order to prevent dilution of the conversion rights granted under this Section 6, the applicable Conversion Price shall be subject to adjustment from time to time pursuant to this Section 6B.

(ii) If and whenever on or after the filing date of this Certificate of Incorporation the Corporation issues or sells, or in accordance with Section 6C is deemed to have issued or sold, any shares of its Common Stock for a consideration per share less than the applicable Conversion Price in effect immediately prior to the time of such issue or sale, then immediately upon such issue or sale or deemed issue or sale the applicable Conversion Price shall be reduced to the applicable Conversion Price determined by dividing (a) the sum of (1) the product derived by multiplying the applicable Conversion Price in effect immediately prior to such issue or sale by the number of shares of Common Stock Deemed Outstanding immediately prior to such issue or sale, plus (2) the consideration, if any, received by the Corporation upon such issue or sale, by (b) the number of shares of Common Stock Deemed Outstanding immediately after such issue or sale. Notwithstanding the foregoing, the applicable Conversion Price shall not be reduced at such time if the amount of such reduction would be less than $0.01 (as proportionately adjusted for subsequent stock splits, combinations, dividends and the like), but any such amount shall be carried forward, and a reduction will be made with respect to such amount at the time of, and together with, any subsequent reduction which, together with such amount and any other amounts so carried forward, equal $0.01 (as proportionately adjusted for subsequent stock splits, combinations, dividends and the like) or more in the aggregate.

(iii) Notwithstanding the foregoing, there shall be no adjustment in the applicable Conversion Price as a result of any issue or sale (or deemed issue or sale) of: (A) shares of Common Stock issued upon the exercise of options to purchase Common Stock granted to employees, directors or service providers of the Corporation and its Subsidiaries pursuant to any stock option plan; (B) shares of Common Stock issuable upon the conversion of the Preferred Stock; (C) shares of Common Stock issued or issuable in a registered public offering under the Securities Act pursuant to which all outstanding shares of Preferred Stock convert to Common Stock; (D) shares of Common Stock issued or issuable pursuant to the acquisition of another corporation by the Corporation by merger, purchase of substantially all of the assets or other reorganization or to a joint venture agreement, *provided*, that such issuances are unanimously approved by the Board; (E) shares of Series D Preferred issued pursuant to that certain Series D Stock Purchase Agreement dated as of the Series D Original Issue Date; and (F) shares of Common Stock, Options or Convertible Securities issued by reason of a dividend, stock split or other distribution on the shares of Common Stock that is covered by Section 6D or Section 6E.

(iv) Waiver of Adjustment of Conversion Price. Notwithstanding anything herein to the contrary, (i) if the consideration per share in a transaction that would otherwise trigger a downward adjustment of the Series A Conversion Price, Series B Conversion Price, Series C Conversion Price and Series C-1 Conversion Price is below the Series A Conversion Price, such downward adjustment may be waived by the written consent or vote of the holders of a majority of the outstanding shares of Preferred Stock, (ii) if the consideration per share in a transaction that would otherwise trigger a downward adjustment is above the Series A Conversion Price, but below the Series B Conversion Price, such downward adjustment may be waived solely by the written consent or vote of holders of a majority of the outstanding shares of Series B Preferred Stock, (iii) if the consideration per share in a transaction that would otherwise trigger a downward adjustment is above the Series C-1 Conversion Price, but below the Series C Conversion Price, such downward adjustment may be waived solely by the written consent or vote of holders of a majority of the outstanding shares of Series C Preferred Stock, (iv) if the consideration per share in a transaction that would otherwise trigger a downward adjustment is above the Series B Conversion Price, but below the Series C-1 Conversion Price, such downward adjustment may be waived solely by the written consent or vote of holders of at least 65% of the outstanding shares of Series C Preferred

Stock and Series C-1 Preferred Stock, voting together as a single class and (v) if the consideration per share in a transaction that would otherwise trigger a downward adjustment of the Series D Conversion Price is below the Series D Conversion Price, such downward adjustment may be waived solely by the written consent or vote of holders of a majority of the Series D Preferred Stock.

6C. Effect on Conversion Price of Certain Events. For purposes of determining the adjusted Conversion Price under Section 6B of this Part B of Article III, the following shall be applicable:

(i) Issuance of Rights or Options. If the Corporation in any manner grants or sells any Options and the price per share for which Common Stock is issuable upon the exercise of such Options, or upon conversion or exchange of any Convertible Securities issuable upon exercise of such Options, is less than the Conversion Price in effect immediately prior to the time of the granting or sale of such Options, then the total maximum number of shares of Common Stock issuable upon the exercise of such Options or upon conversion or exchange of the total maximum amount of such Convertible Securities issuable upon the exercise of such Options shall be deemed to be outstanding and to have been issued and sold by the Corporation at the time of the granting or sale of such Options for such price per share. For purposes of this subparagraph, the "price per share for which Common Stock is issuable" shall be determined by dividing (A) the total amount, if any, received or receivable by the Corporation as consideration for the granting or sale of such Options, plus the minimum aggregate amount of additional consideration payable to the Corporation upon exercise of all such Options, plus in the case of such Options which relate to Convertible Securities, the minimum aggregate amount of additional consideration, if any, payable to the Corporation upon the conversion or exchange of such Convertible Securities, by (B) the total maximum number of shares of Common Stock issuable upon the exercise of such Options or upon the conversion or exchange of all such Convertible Securities issuable upon the exercise of such Options. No further adjustment of the Conversion Price shall be made when Convertible Securities are actually issued upon the exercise of such Options or when Common Stock is actually issued upon the exercise of such Options or the conversion or exchange of such Convertible Securities.

(ii) Issuance of Convertible Securities. If the Corporation in any manner issues or sells any Convertible Securities and the price per share for which Common Stock is issuable upon conversion or exchange thereof is less than the applicable Conversion Price in effect immediately prior to the time of such issue or sale, then the maximum number of shares of Common Stock issuable upon conversion or exchange of such Convertible Securities shall be deemed to be outstanding and to have been issued and sold by the Corporation at the time of the issuance or sale of such Convertible Securities for such price per share. For the purposes of this subparagraph, the "price per share for which Common Stock is issuable" shall be determined by dividing (A) the total amount received or receivable by the Corporation as consideration for the issue or sale of such Convertible Securities, plus the minimum aggregate amount of additional consideration, if any, payable to the Corporation upon the conversion or exchange thereof (excluding cancellation of purchase money indebtedness), by (B) the total maximum number of shares of Common Stock issuable upon the conversion or exchange of all such Convertible Securities. No further adjustment of the Conversion Price shall be made when Common Stock is actually issued upon the conversion or exchange of such Convertible Securities, and if any such issue or sale of such Convertible Securities is made upon exercise of any Options for which adjustments of the Conversion Price had been or are to be made pursuant to Section 6C(i), no further adjustment of the Conversion Price shall be made by reason of such issue or sale.

(iii) Change in Option Price or Conversion Rate. If the purchase price provided for in any Options, the additional consideration, if any, payable upon the conversion or exchange of any Convertible Securities or the rate at which any Convertible Securities are convertible into or exchangeable for Common Stock changes at any time, the Conversion Price in effect at the time of such change shall be immediately adjusted to the Conversion Price which would have been in effect at such time had such Options or Convertible Securities still outstanding provided for such changed purchase price, additional consideration or conversion rate, as the case may be, at the time initially granted, issued or sold; provided, however, that in no event shall the Conversion Price be adjusted pursuant to this Section 6C(iii) to a Conversion Price above the Conversion Price that would otherwise be in effect had such Options or Convertible Securities never been issued. For purposes of this paragraph 6C(iii), if the terms of any Option or Convertible Security which was outstanding as of the date of the filing of this Certificate of Incorporation are changed in the manner described in the immediately preceding sentence, then such Option or Convertible Security and the Common Stock deemed issuable upon exercise, conversion or exchange thereof shall be deemed to have been issued as of the date of such change; provided that no such change shall at any time cause the Conversion Price hereunder to be increased.

(iv) Treatment of Expired Options and Unexercised Convertible Securities. Upon the expiration of any Option or the termination of any right to convert or exchange any Convertible Security without the exercise of any such Option or right, the Conversion Price then in effect hereunder shall be adjusted immediately to the Conversion Price which would have been in effect at the time of such expiration or termination had such Option or Convertible Security, to the extent outstanding immediately prior to such expiration or termination, never been issued. For purposes of this paragraph 6C(iv), the expiration or termination of any Option or Convertible Security which was outstanding as of the date of the filing of this Certificate of Incorporation shall not cause the Conversion Price hereunder to be adjusted unless, and only to the extent that, a change in the terms of such Option or Convertible Security pursuant to Section 6C(iii) caused it to be deemed to have been issued after the filing of this Certificate of Incorporation.

(v) Calculation of Consideration Received. If any Common Stock, Option or Convertible Security is issued or sold or deemed to have been issued or sold for cash, the consideration received therefor shall be deemed to be the amount received by the Corporation therefore (net of discounts, commissions and related expenses). If any Common Stock, Option or Convertible Security is issued or sold for a consideration other than cash, the amount of the consideration other than cash received by the Corporation shall be the fair value of such consideration, except where such consideration consists of securities, in which case the amount of consideration received by the Corporation shall be the Market Price thereof as of the date of receipt. If any Common Stock, Option or Convertible Security is issued to the owners of the non-surviving entity in connection with any merger in which the Corporation is the surviving corporation, the amount of consideration therefore shall be deemed to be the fair value of the portion of the net assets of the non-surviving entity that is attributable to such Common Stock, Option or Convertible Security, as the case may be. The fair value of any consideration or net assets other than cash and securities (and, if applicable, the portions thereof attributable to any such stock or securities) shall be as reasonably determined in good faith by at least 80% of the members of the Board (including at least one (1) Investor Director). If at least 80% of the members of the Board (including at least one (1) Investor Director) are unable to make such determination within a reasonable period of time, then upon demand of any director, the Board shall seek the advice of an independent appraiser (other than one of the “Big Four” accounting firms) experienced in valuing such type of consideration jointly selected by the Corporation and the holders of a majority of the outstanding

Preferred Stock. Then, upon receipt of such advice, at least 80% of the members of the Board (including at least one (1) Investor Director) shall reconvene and determine such fair market value. If the Board fails to so agree, the determination of the appraiser shall be determinative. The fees and expenses of such appraiser shall be borne by the Corporation.

(vi) Treasury Shares. The number of shares of Common Stock outstanding at any given time shall not include shares owned or held by or for the account of the Corporation or any Subsidiary, and the disposition of any shares so owned or held shall be considered an issue or sale of Common Stock.

(vii) Record Date. If the Corporation takes a record of the holders of Common Stock for the purpose of entitling them (a) to receive a dividend or other distribution payable in Common Stock, Options or in Convertible Securities or (b) to subscribe for or purchase Common Stock, Options or Convertible Securities, then such record date shall be deemed to be the date of the issue or sale of the shares of Common Stock deemed to have been issued or sold upon the declaration of such dividend or upon the making of such other distribution or the date of the granting of such right of subscription or purchase, as the case may be.

6D. Subdivision or Combination of Common Stock. If the Corporation at any time subdivides (by any stock split, stock dividend, recapitalization or otherwise) one or more classes of its outstanding shares of Common Stock into a greater number of shares, the Conversion Price in effect immediately prior to such subdivision shall be proportionately reduced, and if the Corporation at any time combines (by reverse stock split or otherwise) one or more classes of its outstanding shares of Common Stock into a smaller number of shares, the Conversion Price in effect immediately prior to such combination shall be proportionately increased.

6E. Organic Change. Prior to the consummation of any Organic Change, the Corporation shall make appropriate provisions (in form and substance reasonably satisfactory to the holders of a majority of the Preferred Stock then outstanding) to ensure that (i) the Preferred Stock shall not be cancelled or retired as a result of such Organic Change and each of the holders of the Preferred Stock shall thereafter have the right to acquire and receive, in lieu of or in addition to (as the case may be) the shares of Conversion Stock immediately theretofore acquirable and receivable upon the conversion of such Preferred Stock, such shares of stock, securities or assets as such holder would have received in connection with such Organic Change if such holder had converted its Preferred Stock immediately prior to such Organic Change (plus all declared and unpaid dividends on the Preferred Stock held by such holder immediately prior to such Organic Change) and (ii) the rights, preferences and privileges of the Preferred Stock are otherwise preserved. In each such case, the Corporation shall also make appropriate provisions (in form and substance reasonably satisfactory to the holders of a majority of the Preferred Stock then outstanding) to ensure that the provisions of this Section 6, and Section 7 shall thereafter be applicable to the Preferred Stock (including, in the case of any such Organic Change in which the successor entity or purchasing entity is other than the Corporation, an immediate adjustment of the Conversion Price to the value for the Common Stock reflected by the terms of such Organic Change, and a corresponding immediate adjustment in the number of shares of Conversion Stock acquirable and receivable upon conversion of Preferred Stock, if the value so reflected is less than the Conversion Price in effect immediately prior to such Organic Change). The Corporation shall not effect any such Organic Change, unless prior to the consummation thereof, the successor entity (if other than the Corporation) resulting from consolidation or merger or the entity purchasing such assets assumes by written instrument (in form and substance reasonably satisfactory to the holders

of a majority of the Preferred Stock then outstanding), the obligation to deliver to each such holder such shares of stock, securities or assets as, in accordance with the foregoing provisions, such holder may be entitled to acquire. Each holder of Preferred Stock shall have the right to elect the benefits of this Section 6E or, to the extent applicable, Section 2B or Section 4B of this Part B of Article III in connection with any such Organic Change.

6F. Certain Events. If any event occurs of the type contemplated by the provisions of this Section 6 but not expressly provided for by such provisions (including, without limitation, the granting of stock appreciation rights, phantom stock rights or other rights with equity features), then the Board shall make an appropriate adjustment in the Conversion Price so as to protect the rights of the holders of Preferred Stock; provided that no such adjustment shall increase the Conversion Price as otherwise determined pursuant to this Section 6 or decrease the number of shares of Conversion Stock issuable upon conversion of each share of Preferred Stock.

6G. Notices.

(i) Promptly following any adjustment of the Conversion Price, the Corporation shall give written notice thereof to all holders of Preferred Stock, setting forth in reasonable detail and certifying the calculation of such adjustment.

(ii) The Corporation shall give written notice to all holders of Preferred Stock at least fifteen (15) days prior to the date on which the Corporation closes its books or takes a record (a) with respect to any dividend or distribution upon Common Stock, (b) with respect to any pro rata subscription offer to holders of Common Stock, or (c) for determining rights to vote with respect to any Organic Change, dissolution or liquidation.

(iii) The Corporation shall also give written notice to the holders of Preferred Stock at least fifteen (15) days prior to the date on which any Organic Change or liquidation, dissolution or winding up shall take place and, in the case of any such liquidation, dissolution or winding up, such written notice shall set forth in reasonable detail the amount of proceeds payable with respect to each share of Preferred Stock and each share of Junior Securities in connection with such liquidation, dissolution or winding up.

6H. Mandatory Conversion. All of the outstanding shares of Preferred Stock shall automatically convert into Conversion Stock upon the consummation of a Qualified Public Offering at the then-applicable Conversion Rate. Any such mandatory conversion shall be effected only at the time of and subject to the consummation of the sale of shares pursuant to such Qualified Public Offering upon written notice of such mandatory conversion delivered to all holders of Preferred Stock at least seven (7) days prior to the consummation of such Qualified Public Offering. In addition, all of the outstanding shares of Preferred Stock shall automatically convert into Conversion Stock upon the vote or written consent of the holders of a majority of the outstanding shares of the Preferred Stock, voting together as a single class on an as-converted basis, approving such automatic conversion; provided, that no shares of Series D Preferred shall convert pursuant to this sentence without the prior written consent of the holders of a majority of the outstanding shares of Series D Preferred Stock unless such conversion is in connection with (a) a Fundamental Change or Change in Ownership and the per share proceeds to holders of Common Stock issuable upon conversion of such Series D Preferred Stock are equal to or greater than $5.011010 (as appropriately adjusted for stock splits, stock combinations, stock dividends and the like with respect to the Common Stock) or (b) a Public Offering with a price per share paid by the public for such shares of at least $5.011010 (as appropriately adjusted for stock splits, stock combinations, stock dividends and the like with respect to the Common Stock).

Section 7. Purchase Rights. If at any time the Corporation grants, issues or sells any Options, Convertible Securities or rights to purchase stock, warrants, securities or other property pro rata to the record holders of any class of Common Stock (the "Purchase Rights"), then each holder of Preferred Stock shall be entitled to acquire, upon the terms applicable to such Purchase Rights, the aggregate Purchase Rights which such holder could have acquired if such holder had held the number of shares of Conversion Stock acquirable upon conversion of such holder's Preferred Stock immediately before the date on which a record is taken for the grant, issuance or sale of such Purchase Rights, or if no such record is taken, the date as of which the record holders of Common Stock are to be determined for the grant, issue or sale of such Purchase Rights.

Section 8. Registration of Transfer. The Corporation shall keep at its principal office a register for the registration of Preferred Stock. Upon the surrender of any certificate representing Preferred Stock at such place, the Corporation shall, at the request of the record holder of such certificate, execute and deliver a new certificate or certificates in exchange therefore representing in the aggregate the number of shares of Preferred Stock represented by the surrendered certificate. Each such new certificate shall be registered in such name and shall represent such number of shares of Preferred Stock as is requested by the holder of the surrendered certificate and shall be substantially identical in form to the surrendered certificate, and dividends shall accrue on the Preferred Stock represented by such new certificate from the date to which dividends have been fully paid on such Preferred Stock represented by the surrendered certificate.

Section 9. Replacement. Upon receipt of evidence reasonably satisfactory to the Corporation (an affidavit of the registered holder shall be satisfactory) of the ownership and the loss, theft, destruction or mutilation of any certificate evidencing shares of Preferred Stock, and in the case of any such loss, theft or destruction, upon receipt of indemnity reasonably satisfactory to the Corporation, or, in the case of any such mutilation upon surrender of such certificate, the Corporation shall execute and deliver in lieu of such certificate a new certificate of like kind representing the number of shares of Preferred Stock of such class represented by such lost, stolen, destroyed or mutilated certificate and dated the date of such lost, stolen, destroyed or mutilated certificate, and dividends shall accrue on the Preferred Stock represented by such new certificate from the date to which dividends have been fully paid on such lost, stolen, destroyed or mutilated certificate.

Section 10. Definitions.

"Affiliate" means, with respect to any specified Person, any other Person who, directly or indirectly, controls, is controlled by, or is under common control with such Person, including without limitation any general partner, managing member, officer or director of such Person or any venture capital fund now or hereafter existing that is controlled by or advised by one or more general partners or managing members of, or shares the same management company with, such Person. "Control" means the possession, directly or indirectly, of the power to direct the management and policies of a Person whether through the ownership of voting securities, contract or otherwise, and such "control" will be conclusively presumed if any Person owns ten percent (10%) or more of the voting capital stock or other ownership interests, directly or indirectly, of any other Person.

"Change in Ownership" means any sale, transfer or issuance or series of sales, transfers and/or issuances of shares of the Corporation's capital stock by the Corporation or any holders thereof which results in the holders of Common Stock and Preferred Stock as of immediately after the Series D Original Issue Date, ceasing to own more than 50% of the Corporation's Common Stock (assuming conversion of the Preferred Stock) at the time of such sale, transfer and/or issuance or series of sales, transfers and/or issuances.

"Common Stock" means the Corporation's Common Stock and any capital stock of any class of the Corporation hereafter authorized which is not limited to a fixed sum or percentage of par or stated value in respect to the rights of the holders thereof to participate in dividends or in the distribution of assets upon any liquidation, dissolution or winding up of the Corporation.

"Common Stock Deemed Outstanding" means, at any given time, the number of shares of Common Stock actually outstanding at such time, plus the number of shares of Common Stock deemed to be outstanding pursuant to Sections 6C(i) and 6C(ii) of this Part B of Article III whether or not the Options or Convertible Securities are actually exercisable at such time.

"Conversion Stock" means shares of the Corporation's Common Stock, par value $0.01 per share; provided that if there is a change such that the securities issuable upon conversion of the Preferred Stock are issued by an entity other than the Corporation or there is a change in the type or class of securities so issuable, then the term "Conversion Stock" shall mean one share of the security issuable upon conversion of the Preferred Stock if such security is issuable in shares, or shall mean the smallest unit in which such security is issuable if such security is not issuable in shares.

"Convertible Securities" means any stock or securities (other than Options) directly or indirectly convertible into or exchangeable for Common Stock.

"Equity Securities" means (i) capital stock (including the Preferred Stock and the Common Stock) of, membership interests, partnership interests or other equity interests in, the Corporation or any of its Subsidiaries, (ii) obligations, evidences of indebtedness or other debt or equity securities or interests convertible or exchangeable into such equity interests in the Corporation or any of its Subsidiaries and (iii) warrants, options or other rights to purchase or otherwise acquire such equity interests in the Corporation or any of its Subsidiaries.

"Fundamental Change" means (i) any sale or transfer of more than 50% of the assets of the Corporation and its Subsidiaries on a consolidated basis (measured either by book value in accordance with generally accepted accounting principles consistently applied or by fair market value determined in the reasonable good faith judgment of the Board) in any transaction or series of transactions (other than sales in the ordinary course of business), or (ii) any merger or consolidation to which the Corporation is a party, except for a merger in which the Corporation is the surviving corporation, the terms and relative priorities of the Preferred Stock are not changed and the Preferred Stock is not exchanged for cash, securities or other property, and after giving effect to such merger, the holders of Common Stock and Preferred Stock as of immediately after the Series D Original Issue Date continue to own more than 50% of the Corporation's Common Stock (assuming conversion of the Preferred Stock).

"Investor Directors" means the Series A Directors, the Series B Directors and any other director designated as such pursuant to the Stockholders Agreement (defined herein), taken together, and "Investor Director" means each of the foregoing individually.

"Junior Securities" means any capital stock or other Equity Securities of the Corporation, including the Common Stock, except for the Preferred Stock.

"Liquidation Value" of any share of Series A Preferred as of any particular date shall be equal to $2.77, of any share of Series B Preferred as of any particular date shall be equal to $3.82405469, of any share of Series C Preferred as of any particular date shall be equal to $4.713781, of any share of Series C-1 Preferred as of any particular date shall be equal to $4.525126 and of any share of Series D Preferred as of any particular date shall be equal to $5.011010, in each case as appropriately adjusted for stock splits, stock combinations, stock dividends and the like. For the avoidance of doubt, no dividend paid on any share of Preferred Stock shall constitute an offset to or credit against such share's Liquidation Value.

"Liquidity Event" means (i) a Fundamental Change, (ii) a Change in Ownership or (iii) an initial Public Offering of the Corporation other than a Qualified Public Offering.

"Market Price" of any security means the average of the closing prices of such security's sales on all securities exchanges on which such security may at the time be listed, or, if there has been no sales on any such exchange on any day, the average of the highest bid and lowest asked prices on all such exchanges at the end of such day, or, if on any day such security is not so listed, the average of the highest bid and lowest asked prices on such day in the domestic over-the-counter market as reported by OTC Markets Group, Inc., or any similar successor organization, in each such case averaged over a period of 21 days consisting of the day as of which "Market Price" is being determined and the 20 consecutive business days prior to such day; provided that if such security is listed on any domestic securities exchange, the term "business days" as used in this sentence means business days on which such exchange is open for trading. If at any time such security is not listed on any securities exchange or quoted in the over-the-counter market, the "Market Price" shall be the fair value thereof determined jointly by the Corporation and the holders of a majority of the Preferred Stock (without applying any marketability, minority or other discounts). If such parties are unable to reach agreement within a reasonable period of time, such fair value shall be determined (without applying any marketability, minority or other discounts) by an independent appraiser (other than one of the "Big Four" accounting firms) experienced in valuing securities jointly selected by the Corporation and the holders of a majority of the Preferred Stock. The determination of such appraiser shall be final and binding upon the parties, and the Corporation shall pay the fees and expenses of such appraiser.

"Options" means any rights, warrants or options to subscribe for or purchase Common Stock or Convertible Securities.

"Organic Change" means any recapitalization, reorganization, reclassification, consolidation, merger, sale of all or substantially all of the Corporation's assets or other transaction, in each case which is effected in such a manner that the holders of Common Stock are entitled to receive (either directly or upon subsequent liquidation) stock, securities or assets with respect to or in exchange for Common Stock.

"Person" means an individual, a partnership, a corporation, a limited liability company, a limited liability partnership, an association, a joint stock company, a trust, a joint venture, an unincorporated organization and a governmental entity or any department, agency or political subdivision thereof.

"Public Offering" means any offering by the Corporation of its capital stock or Equity Securities to the public pursuant to an effective registration statement under the Securities Act of 1933, as then in effect, or any comparable statement under any similar federal statute then in force.

"Qualified Public Offering" means a Public Offering underwritten on a firm commitment basis by a nationally recognized investment bank in which (i) the aggregate proceeds received by the Corporation in such Public Offering (net of discounts, commissions and expenses) shall be at least $50,000,000 and (ii) the price per share paid by the public for such shares will be an amount not less than $8.31 (as appropriately adjusted for stock splits, stock combinations, stock dividends and the like with respect to the Common Stock).

"Recapitalization Agreement" means that certain Stock Purchase and Recapitalization Agreement, dated as of September 2, 2011, by and among the Corporation and the other Persons named therein, as such agreement may be amended, modified or waived from time to time in accordance with its terms.

"Redemption Date" means, as to any share of Preferred Stock, the date specified or determined herein on which the Corporation is required to redeem such share; provided that no such date shall be a Redemption Date unless the Redemption Value of such share is actually paid in full on such date, and if not so paid in full, the Redemption Date shall be the date on which such amount is fully paid.

"Series D Original Issue Date" means the first date on which a share of Series D Preferred was issued.

"Stock Option Plan" means the 1stdibs.com, Inc. 2011 Equity Incentive Plan, as amended.

"Stockholders Agreement" means the Sixth Amended and Restated Stockholders Agreement dated as of the Series D Original Issue Date.

"Subsidiary" means, with respect to any Person, any corporation, limited liability company, partnership, association or other business entity of which (i) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof, or (ii) if a limited liability company, partnership, association or other business entity, a majority of the partnership or other similar ownership interest thereof is at the time owned or controlled, directly or indirectly, by any Person or one or more Subsidiaries of that Person or a combination thereof. For purposes hereof, a Person or Persons shall be deemed to have a majority ownership interest in a limited liability company, partnership, association or other business entity if such Person or Persons shall be allocated a majority of limited liability company, partnership, association or other business entity gains or losses or shall be or control the managing general partner of such limited liability company, partnership, association or other business entity.

"Wholly-Owned Subsidiary" means, with respect to any Person, a Subsidiary of which all of the outstanding capital stock, membership interests, partnership interests or other ownership interests are owned by such Person or another Wholly-Owned Subsidiary of such Person.

Section 11. Amendment and Waiver. No amendment, modification, alteration, repeal or waiver of any provision of this Part B of Article III shall be binding or effective without the prior written consent of the holders of a majority of the Preferred Stock outstanding at the time such action is taken, voting together as a single class on an as-converted basis; provided that no amendment, modification, alteration, repeal or waiver of the terms or relative priorities of the Preferred Stock may be accomplished by the merger, consolidation or other transaction of the Corporation with another corporation or entity unless the Corporation has obtained the prior written consent of the holders of a majority of the Preferred Stock then outstanding, voting together as a single class on an as-converted basis. Notwithstanding the foregoing, no amendment, modification, alteration, repeal or waiver of Part B, Sections 2A(iii), 5B(i), 5D, 6B(iv) and this Section 11 shall be binding or effective without the prior written consent of the holders of a majority of the Series B Preferred Stock outstanding at the time such action is taken; provided that no amendment, modification, alteration, repeal or waiver of the terms or relative priorities of the Series B Preferred Stock that would require the prior consent of a majority of the Series B Preferred Stock outstanding at the time may be accomplished by the merger, consolidation or other transaction of the Corporation with another corporation or entity unless the Corporation has obtained the prior written consent of the holders of a majority of the Series B Preferred Stock then outstanding. Notwithstanding the foregoing, no amendment, modification, alteration, repeal or waiver of Part B, Sections 2A(ii), 5E, 6(B)(iv) and this Section 11 shall be binding or effective without the prior written consent of the holders of at least 65% of the Series C Preferred Stock and the Series C-1 Preferred Stock outstanding at the time such action is taken, voting together as a single class on an as-converted basis; provided that no amendment, modification, alteration, repeal or waiver of the terms or relative priorities of the Series C Preferred Stock or Series C-1 Preferred Stock that would require the prior consent of a majority of the Series C Preferred Stock or Series C-1 Preferred Stock outstanding at the time may be accomplished by the merger, consolidation or other transaction of the Corporation with another corporation or entity unless the Corporation has obtained the prior written consent of the holders of a majority of the Series C Preferred Stock and the Series C-1 Preferred Stock then outstanding, voting together as a single class on an as-converted basis; provided further that no amendment, modification, alteration, repeal or waiver of the terms or relative priorities of the Series C Preferred Stock or Series C-1 Preferred Stock that would require the prior consent of holders of at least 65% of the Series C Preferred Stock and Series C-1 Preferred Stock outstanding at the time, voting together as a single class on an as-converted basis, may be accomplished by the merger, consolidation or other transaction of the Corporation with another corporation or entity unless the Corporation has obtained the prior written consent of the holders of at least 65% of the Series C Preferred Stock and the Series C-1 Preferred Stock then outstanding, voting together as a single class on an as-converted basis. Notwithstanding the foregoing, no amendment, modification, alteration, repeal or waiver of Part B, Sections 2A(i), 2B, the last clause of the first sentence of Section 4D, the last clause of the third sentence of Section 4D, the last clause of Section 4F, 5F, each of 6A(i), 6B, 6C (in each case, to the extent such action would materially and adversely affect the Series D Preferred), 6H and this Section 11 shall be binding or effective without the prior written consent of the holders of a majority of the Series D Preferred Stock outstanding at the time such action is taken; provided that no amendment, modification, alteration, repeal or waiver of the terms or relative priorities of the Series D Preferred Stock that would require the prior consent of a majority of the Series D Preferred Stock outstanding at the time may be accomplished by the merger, consolidation or other transaction of the Corporation with another corporation or entity unless the Corporation has obtained the prior written consent of the holders of a majority of the Series D Preferred Stock then outstanding.

Section 12. Notices. Except as otherwise expressly provided hereunder, all notices referred to herein shall be in writing and shall be delivered by registered or certified mail, return receipt requested and postage prepaid, or by reputable overnight courier service, charges prepaid, and shall be deemed to have been given when so mailed or sent (i) to the Corporation, at its principal executive offices and (ii) to any stockholder, at such holder's address as it appears in the stock records of the Corporation (unless otherwise indicated by any such holder).

C. COMMON STOCK

Section 1. Dividends. When and as declared by the Board and to the extent permitted under the General Corporation Law of Delaware, the holders of the Common Stock shall be entitled to receive dividends on such Common Stock. The rights of the holders of the Common Stock to receive dividends are subject to the provisions of the Preferred Stock.

Section 2. Liquidation. Subject to the provisions of the Preferred Stock, the holders of the Common Stock shall be entitled to participate in all distributions to the holders of capital stock of the Corporation in any liquidation, dissolution or winding up of the Corporation.

Section 3. Voting Rights.

3A. Generally. The holders of the Common Stock shall be entitled to notice of all stockholders meetings in accordance with the Corporation's bylaws, and, except as required by applicable law and subject to the rights of the Preferred Stock, the holders of the Common Stock shall be entitled to one vote per share on all matters submitted to the stockholders of the Corporation for a vote. The number of authorized shares of Common Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority of the stock of the Corporation entitled to vote, irrespective of the provisions of Section 242(b)(2) of the Delaware General Corporation Law.

3B. Election of Directors. The Board shall be composed of seven (7) persons. In the election of directors of the Corporation, the holders of a majority of the Common Stock and Preferred Stock, voting together as a single class on an as-converted basis, shall be entitled to elect all directors to serve on the Board other than the Investor Directors (if any) and the Independent Directors (if any) with each such director serving until his or her successor is duly elected by the holders of the Common Stock and the Preferred Stock or his or her earlier death, resignation or removal from office by the holders of the Common Stock and the Preferred Stock. If the holders of the Common Stock and the Preferred Stock for any reason fail to elect one or more directors hereunder, such position shall remain vacant until such time as the holders of the Common Stock and the Preferred Stock elect an individual to serve as a director to fill such position and shall not be filled by resolution or vote of the Board or the Corporation's other stockholders.

ARTICLE IV

The Corporation is to have perpetual existence.

ARTICLE V

Elections of directors need not be by written ballot unless the bylaws of the Corporation shall so provide.

ARTICLE VI

Unless otherwise set forth herein, the number of directors which constitute the Board shall be designated in the bylaws of the Corporation.

ARTICLE VII

In furtherance and not in limitation of the powers conferred by statute, subject to the provisions hereof, the Board is expressly authorized to adopt, amend or repeal the bylaws of the Corporation.

ARTICLE VIII

Section 1. To the fullest extent permitted by the Delaware General Corporation Law as the same exists or as may hereafter be amended, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for a breach of fiduciary duty as a director. If the Delaware General Corporation Law is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Delaware General Corporation Law, as so amended.

Section 2. The Corporation shall have the power to indemnify, to the extent permitted by the Delaware General Corporation Law, as it presently exists or may hereafter be amended from time to time, any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (a "Proceeding") by reason of the fact that he or she is or was a director, officer, employee or agent of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, including, without limit, service with respect to employee benefit plans, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with any such Proceeding. The Corporation shall pay the expenses (including attorney's fees) incurred by any Person entitled to indemnification under this ARTICLE VIII in defending any Proceeding in advance of its final disposition; provided, to the extent required by law, such payment of expenses in advance of the final disposition of the Proceeding shall be made only upon receipt of an undertaking by such Person to repay all amounts advanced if it should be ultimately determined that such Person is not entitled to be indemnified under this ARTICLE VIII.

Section 3. Neither any amendment nor repeal of this ARTICLE VIII, nor the adoption of any provision of this Corporation's Certificate of Incorporation inconsistent with this ARTICLE VIII, shall eliminate or reduce the effect of this ARTICLE VIII, in respect of any matter occurring, or any action or proceeding accruing or arising or that, but for this ARTICLE VIII, would accrue or arise, prior to such amendment, repeal or adoption of an inconsistent provision.

ARTICLE IX

Meetings of stockholders may be held within or without the State of Delaware, as the bylaws of the Corporation may provide. The books of the Corporation may be kept (subject to any provision contained in the statutes) outside of the State of Delaware at such place or places as may be designated from time to time by the Board or in the bylaws of the Corporation.

ARTICLE X

To the maximum extent permitted from time to time under the law of the State of Delaware, the Corporation renounces any interest or expectancy of the Corporation in, or in being offered an opportunity to participate in, business opportunities that are from time to time presented to its officers, directors or stockholders, other than those officers, directors or stockholders who are employees of the Corporation. No amendment or repeal of this Article X shall apply to or have any effect on the liability or alleged liability of any officer, director or stockholder of the Corporation for or with respect to any opportunities of which such officer, director, or stockholder becomes aware prior to such amendment or repeal.

ARTICLE XI

The Corporation renounces, to the fullest extent permitted by law, any interest or expectancy of the Corporation in, or in being offered an opportunity to participate in, any Excluded Opportunity. An "Excluded Opportunity" is any matter, transaction or interest that is presented to, or acquired, created or developed by, or which otherwise comes into the possession of, (i) any director of the Corporation who is not an employee of the Corporation or any of its subsidiaries, or (ii) any holder of Preferred Stock or any partner, member, director, stockholder, employee or agent of any such holder, other than someone who is an employee of the Corporation or any of its subsidiaries (collectively, "Covered Persons"), unless such matter, transaction or interest is presented to, or acquired, created or developed by, or otherwise comes into the possession of, a Covered Person expressly and solely in such Covered Person's capacity as a director of the Corporation.

ARTICLE XII

The address of its registered office in the State of Delaware is: Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801. The name of its registered agent at such address is: The Corporation Trust Company.

[*Remainder of Page Intentionally Left Blank*]

IN WITNESS WHEREOF, the undersigned, being the duly appointed Chief Executive Officer of the Corporation, hereby certifies that the facts herein above stated are truly set forth, and accordingly executes this Fifth Amended and Restated Certificate of Incorporation this 7th day of February, 2019.

/s/ David Rosenblatt

David Rosenblatt, Chief Executive Officer

CERTIFICATE OF AMENDMENT
OF
1STDIBS.COM, INC.
FIFTH AMENDED AND RESTATED CERTIFICATE OF INCORPORATION

1stdibs.com, Inc., a corporation organized and existing under and by virtue of the provisions of the General Corporation Law of the State of Delaware (the "**General Corporation Law**"), does hereby certify as follows.

1. The name of this corporation is 1stdibs.com, Inc. (the "**Corporation**").

2. The date of filing of the original Certificate of Incorporation of the Corporation with the Secretary of State of the State of Delaware was March 10, 2000. The Fifth Amended and Restated Certificate of Incorporation was filed with the Secretary of State of the State of Delaware on February 7, 2019 (as amended and restated, the "**Restated Certificate**").

3. The undersigned is the duly elected and acting Chief Executive Officer of the Corporation.

4. The Restated Certificate is hereby amended by deleting the first paragraph of ARTICLE III thereof in its entirety and by substituting in lieu of said paragraph the following new paragraph:

"The Corporation is authorized to issue two classes of capital stock to be designated, respectively, "**Preferred Stock**" and "**Common Stock**." The total number of shares of capital stock which the Corporation has authority to issue is 213,538,956 consisting entirely of 57,771,864 shares of Preferred Stock, par value $0.01 per share, 21,662,000 of which shall be designated "Series A Convertible Preferred Stock" (the "**Series A Preferred**"), 10,996,181 of which shall be designated "Series B Convertible Preferred Stock" (the "**Series B Preferred**"), 3,182,158 of which shall be designated "Series C Convertible Preferred Stock" (the "**Series C Preferred**"), 5,966,682 of which shall be designated "Series C-1 Convertible Preferred Stock" (the "**Series C-1 Preferred**"), 15,964,843 of which shall be designated "Series D Convertible Preferred Stock" (the "**Series D Preferred**") and 155,767,092 shares of Common Stock, par value $0.01 per share."

5. The Restated Certificate is hereby amended by adding a new ARTICLE XIII as follows:

"Section 1. Exclusive Forum; Delaware Chancery Court. To the fullest extent permitted by law, and unless the Corporation consents in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware (or, if that court lacks subject matter jurisdiction, another federal or state court situated in the State of Delaware), shall be the sole and exclusive forum for (a) any derivative action or proceeding brought in the name or right of the Corporation or on its behalf, (b) any action or proceeding asserting a claim for breach of any

fiduciary duty owed by any director, officer, employee, agent, or stockholder of the Corporation to the Corporation or the Corporation's stockholders, (c) any action or proceeding arising or asserting a claim arising pursuant to any provision of the General Corporation Law of Delaware or any provision of this Certificate of Incorporation or the bylaws of the Corporation, (d) any action or proceeding asserting a claim against a stockholder of the Corporation, or (e) any action or proceeding asserting a claim governed by the internal affairs doctrine, including, without limitation, any action to interpret, apply, enforce, or determine the validity of this Certificate of Incorporation or the bylaws of the Corporation. Any person or entity purchasing or otherwise acquiring any interest in shares of capital stock of the Corporation shall be deemed to have notice of and consented to the provisions of this section.

Section 2. Exclusive Forum; Federal District Courts. Unless the Corporation consents in writing to the selection of an alternative forum, the federal district courts of the United States shall, to the fullest extent permitted by law, be the sole and exclusive forum for the resolution of any complaint asserting a cause of action under the Securities Act of 1933. Any person or entity purchasing or otherwise acquiring any interest in shares of capital stock of the Corporation shall be deemed to have notice of and consented to the provisions of this section. Failure to enforce the provisions contained in this Article XIII would cause the Corporation irreparable harm, and the Corporation shall be entitled to equitable relief, including injunctive relief and specific performance, to enforce the foregoing provisions."

6. This Certificate of Amendment has been duly adopted and written consent has been given, in each case by the Board of Directors of the Corporation and the holders of the requisite number of shares of the Corporation, in accordance with the provisions of Sections 141(f), 228 and 242 of the General Corporation Law.

[*Signature Page Follows*]

IN WITNESS WHEREOF, this Certificate of Amendment to the Fifth Amended and Restated Certificate of Incorporation of 1stdibs.com, Inc. has been executed by a duly authorized officer of the Corporation on this 11th day of March, 2021.

By: /s/ David Rosenblatt
David Rosenblatt, Chief Executive Officer

SIXTH AMENDED AND RESTATED

CERTIFICATE OF INCORPORATION OF

1STDIBS.COM, INC.

1stdibs.com, Inc., a corporation organized and existing under the laws of the State of Delaware, hereby certifies as follows:

FIRST: The name of the corporation is 1stdibs.com, Inc.

SECOND: The original certificate of incorporation of the corporation was filed with the Secretary of State of the State of Delaware on March 10, 2000 and most recently amended and restated pursuant to the Fifth Amended and Restated Certificate of Incorporation filed with the Secretary of State of the State of Delaware on February 7, 2019, as amended by the Certificate of Amendment to the Fifth Amended and Restated Certificate of Incorporation filed with the Secretary of State of the State of Delaware on , 2021 (as so amended, the "**Existing Certificate**").

THIRD: Pursuant to Sections 242 and 245 of the General Corporation Law of the State of Delaware, this Amended and Restated Certificate of Incorporation restates, integrates, and further amends the provisions of the Existing Certificate.

FOURTH: The Existing Certificate shall be amended and restated to read in full as follows:

ARTICLE I

The name of the corporation is 1stdibs.com, Inc. (the "**Corporation**").

ARTICLE II

The registered agent and the address of the registered offices in the State of Delaware are:

The Corporation Trust Company
c/o Corporation Trust Center
1209 Orange Street
Wilmington, New Castle County, Delaware 19801

ARTICLE III

The purpose of the Corporation is to engage in any lawful act or activity for which a corporation may be organized under the Delaware General Corporation Law (the "**DGCL**").

ARTICLE IV

A. Classes of Stock. The total number of shares of all classes of capital stock that the Corporation shall have authority to issue is Four Hundred Ten Million (410,000,000), of which Four Hundred Million (400,000,000) shares shall be Common Stock, $0.01 par value per share (the "**Common Stock**"), and of which Ten Million (10,000,000) shares shall be Preferred Stock, $0.01 par value per share (the "**Preferred Stock**"). The number of authorized shares of Common Stock or Preferred Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority of the then outstanding shares of Common Stock, without a vote of the holders of the Preferred Stock, or of any series thereof, unless a vote of any such Preferred Stock holders is required pursuant to the provisions established by the board of directors of the Corporation (the "**Board**") in the resolution or resolutions providing for the issue of such Preferred Stock, and if such holders of such Preferred Stock are so entitled to vote thereon, then, except as may otherwise be set forth in the certificate of incorporation of the Corporation, as amended from time to time (this "**Certificate**" or "**Certificate of Incorporation**"), the only stockholder approval required shall be the affirmative vote of a majority of the voting power of the Common Stock and the Preferred Stock so entitled to vote, voting together as a single class.

B. Preferred Stock. The Preferred Stock may be issued from time to time in one or more series, as determined by the Board. The Board is expressly authorized to provide for the issue, in one or more series, of all or any of the remaining shares of Preferred Stock and, in the resolution or resolutions providing for such issue, to establish for each such series the number of its shares, the voting powers, full or limited, of the shares of such series, or that such shares shall have no voting powers, and the designations, preferences, and relative participating, optional, or other special rights of the shares of such series, and the qualifications, limitations, or restrictions thereof. The Board is also expressly authorized (unless forbidden in the resolution or resolutions providing for such issue) to increase or decrease (but not below the number of shares of such series then outstanding) the number of shares of any series subsequent to the issuance of shares of that series. In case the number of shares of any such series shall be so decreased, the shares constituting such decrease shall resume the status that they had prior to the adoption of the resolution originally fixing the number of shares of such series. Unless the Board provides to the contrary in the resolution which fixes the designations, preferences, and rights of a series of Preferred Stock, neither the consent by series, or otherwise, of the holders of any outstanding Preferred Stock nor the consent of the holders of any outstanding Common Stock shall be required for the issuance of any new series of Preferred Stock regardless of whether the rights and preferences of the new series of Preferred Stock are senior or superior, in any way, to the outstanding series of Preferred Stock or the Common Stock.

C. Common Stock.

1. Relative Rights of Preferred Stock and Common Stock. All preferences, voting powers, relative participating, optional, or other special rights and privileges, and qualifications, limitations, or restrictions of the Common Stock are expressly made subject and subordinate to those that may be fixed with respect to any shares of the Preferred Stock.

2. Voting Rights. Except as otherwise required by law or this Certificate, each holder of Common Stock shall have one vote in respect of each share of stock held by such holder of record on the books of the Corporation. No holder of shares of Common Stock shall have the right to cumulative votes.

3. Dividends. Subject to the preferential rights of the Preferred Stock and except as otherwise required by law or this Certificate, the holders of shares of Common Stock shall be entitled to receive dividends, when, as and if declared by the Board, out of the assets of the Corporation which are by law available therefor.

4. Dissolution, Liquidation, or Winding Up. In the event of any dissolution, liquidation, or winding up of the affairs of the Corporation, after distribution in full of the preferential amounts, if any, to be distributed to the holders of shares of the Preferred Stock, holders of Common Stock shall be entitled, except as otherwise required by law or this Certificate, to receive all of the remaining assets of the Corporation of whatever kind available for distribution to stockholders ratably in proportion to the number of shares of Common Stock held by them respectively.

5. Consideration for Shares. The Common Stock authorized by this Certificate shall be issued for such consideration as shall be fixed, from time to time, by the Board.

ARTICLE V

In furtherance and not in limitation of the powers conferred by the laws of the State of Delaware:

The following provisions are inserted for the management of the business and the conduct of the affairs of the Corporation, and for further definition, limitation, and regulation of the powers of the Corporation and of its directors and stockholders:

A. Board of Directors. The business and affairs of the Corporation shall be managed by or under the direction of the board of directors. In addition to the powers and authority expressly conferred upon them by statute or by this Certificate of Incorporation or the bylaws of the Corporation (the "**Bylaws**"), the directors are hereby empowered to exercise all such powers and do all such acts and things as may be exercised or done by the Corporation.

B. Election of Directors. The directors of the Corporation need not be elected by written ballot unless the Bylaws so provide.

C. Action by Stockholders. Subject to the rights of the holders of any series of Preferred Stock, any action required or permitted to be taken by the stockholders of the Corporation must be effected at a duly called annual or special meeting of stockholders of the Corporation and may not be effected by any consent in writing by such stockholders.

D. Special Meetings of Stockholders. Special meetings of stockholders of the Corporation may be called only by the Board acting pursuant to a resolution adopted by a majority of the Whole Board or by the Chairman of the Board, the Chief Executive Officer, or the President of the Corporation. For purposes of this Certificate of Incorporation, the term "**Whole Board**" shall mean the total number of authorized directors whether or not there exist any vacancies in previously authorized directorships.

E. Annual Meeting of Stockholders. An annual meeting of stockholders, for the election of directors to succeed those whose terms expire and for the transaction of such other business as may properly come before the meeting, shall be held at such date and time as the Board shall fix.

ARTICLE VI

A. Number and Terms of Directors. Subject to the rights of the holders of any series of Preferred Stock to elect additional directors under specified circumstances, the number of directors shall be fixed from time to time exclusively by the Board pursuant to a resolution adopted by a majority of the Whole Board. The directors, other than those who may be elected by the holders of any series of Preferred Stock under specified circumstances, shall be divided into three classes, with the term of office of the first class to expire at the Corporation's first annual meeting of stockholders following the adoption of this Article VI (the "**Effective Time**"), the term of office of the second class to expire at the Corporation's second annual meeting of stockholders following the Effective Time, and the term of office of the third class to expire at the Corporation's third annual meeting of stockholders following the Effective Time, with each director to hold office until his or her successor shall have been duly elected and qualified. The Board is authorized to assign members of the Board already in office at the Effective Time to such classes as it determines. At each annual meeting of stockholders, (i) directors elected to succeed those directors whose terms expire shall be elected for a term of office to expire at the third succeeding annual meeting of stockholders after their election, with each director to hold office until his or her successor shall have been duly elected and qualified; and (ii) if authorized by a resolution of the Board, directors may be elected to fill any vacancy on the Board, regardless of how such vacancy shall have been created.

B. Quorum. A majority of the Whole Board shall constitute a quorum for all purposes at any meeting of the Board, and, except as otherwise expressly required by law or by this Certificate of Incorporation, all matters shall be determined by the affirmative vote of a majority of the directors present at any meeting at which a quorum is present.

C. Board Vacancies. Subject to the rights of the holders of any series of Preferred Stock then outstanding, newly created directorships resulting from any increase in the authorized number of directors or any vacancies in the Board resulting from death, resignation, disqualification, removal from office, or other cause shall, unless otherwise required by law or by resolution of the Board, be filled only by a majority vote of the directors then in office, though less than a quorum (and not by stockholders), and directors so chosen shall serve for a term expiring at the annual meeting of stockholders at which the term of office of the class to which they have been chosen expires, with each director to hold office until his or her successor shall have been duly elected and qualified. No decrease in the authorized number of directors shall shorten the term of any incumbent director.

D. Notice. Advance notice of stockholder nominations for the election of directors and of business to be brought by stockholders before any meeting of the stockholders of the Corporation shall be given in the manner provided in the Bylaws.

E. Removal. Subject to the rights of the holders of any series of Preferred Stock then outstanding, any director, or the entire Board, may be removed from office at any time, but only for cause and only by the affirmative vote of the holders of at least sixty-six and two-thirds percent (66-2/3%) of the voting power of all of the then-outstanding shares of capital stock of the Corporation then entitled to vote at an election of directors, voting together as a single class.

ARTICLE VII

The Board is expressly empowered to adopt, amend, or repeal bylaws of the Corporation. Any adoption, amendment, or repeal of the Bylaws by the Board shall require the approval of a majority of the Whole Board. The stockholders shall also have power to adopt, amend, or repeal the Bylaws; provided, however, that, in addition to any vote of the holders of any class or series of stock of the Corporation required by law or by this Certificate of Incorporation, the affirmative vote of the holders of at least sixty-six and two-thirds percent (66-2/3%) of the voting power of all of the then outstanding shares of the capital stock of the Corporation entitled to vote thereon, voting together as a single class, shall be required to adopt, amend, or repeal any provision of the Bylaws.

ARTICLE VIII

A. Limitation on Liability. To the fullest extent permitted by the DGCL, as the same exists or as may hereafter be amended (including, but not limited to Section 102(b)(7) of the DGCL), a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director. If the DGCL hereafter is amended to further eliminate or limit the liability of directors, then the liability of a director of the Corporation, in addition to the limitation on personal liability provided herein, shall be limited to the fullest extent permitted by the amended DGCL. Any repeal or modification of this paragraph by the stockholders of the Corporation shall be prospective only, and shall not adversely affect any limitation on the personal liability of a director of the Corporation existing at the time of such repeal or modification.

B. Indemnification. To the fullest extent permitted by applicable law, the Corporation is authorized to provide indemnification of (and advancement of expenses to) directors, officers, employees, and agents of the Corporation (and any other persons to which DGCL permits the Corporation to provide indemnification) through Bylaw provisions, agreements with such persons, vote of stockholders or disinterested directors, or otherwise.

C. Repeal and Modification. Any repeal or modification of the foregoing provisions of this Article VIII shall not adversely affect any right or protection existing hereunder immediately prior to such repeal or modification.

ARTICLE IX

A. Exclusive Forum; Delaware Chancery Court. To the fullest extent permitted by law, and unless the Corporation consents in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware (or, if that court lacks subject matter jurisdiction, another federal or state court situated in the State of Delaware), shall be the sole and exclusive forum for (a) any derivative action or proceeding brought in the name or right of the Corporation or on its behalf, (b) any action or proceeding asserting a claim for breach of any fiduciary duty owed by any director, officer, employee, agent, or stockholder of the Corporation to the Corporation or the Corporation's stockholders, (c) any action or proceeding arising or asserting a claim arising pursuant to any provision of the DGCL or any provision of this Certificate or the Bylaws, (d) any action or proceeding asserting a claim against a stockholder of the Corporation, or (e) any action or proceeding asserting a claim governed by the internal affairs doctrine, including, without limitation, any action to interpret, apply, enforce, or determine the validity of this Certificate or the Bylaws. Any person or entity purchasing or otherwise acquiring any interest in shares of capital stock of the Corporation shall be deemed to have notice of and consented to the provisions of this section.

B. Exclusive Forum; Federal District Courts. Unless the Corporation consents in writing to the selection of an alternative forum, the federal district courts of the United States shall, to the fullest extent permitted by law, be the sole and exclusive forum for the resolution of any complaint asserting a cause of action under the Securities Act of 1933. Any person or entity purchasing or otherwise acquiring any interest in shares of capital stock of the Corporation shall be deemed to have notice of and consented to the provisions of this section. Failure to enforce the provisions contained in this Article IX would cause the Corporation irreparable harm, and the Corporation shall be entitled to equitable relief, including injunctive relief and specific performance, to enforce the foregoing provisions.

ARTICLE X

The affirmative vote of the holders of at least sixty-six and two-thirds percent (66-2/3%) of the voting power of the shares of the capital stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class, shall be required to amend in any respect or repeal this Article X or any of Articles V, VI, VII, VIII, or IX.

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IN WITNESS WHEREOF, the Corporation has caused this Certificate to be signed by its Chief Executive Officer this ___ day of _____, 2021.

1STDIBS.COM, INC.

By: _____
David Rosenblatt, Chief Executive Officer

Exhibit 3.3

THIRD AMENDED AND RESTATED BYLAWS

OF

1STDIBS.COM, INC.

Table of Contents

THIRD AMENDED AND RESTATED BYLAWS

OF

1STDIBS.COM, INC.

ARTICLE I

OFFICES

SECTION 1.01. Registered Office. The registered office of 1stdibs.com, Inc. (the "Corporation") in the State of Delaware shall be located at 1013 Centre Road, in the City of Wilmington, County of New Castle, Delaware and the registered agent in charge thereof shall be Corporation Service Company.

SECTION 1.02. Other Offices. The Corporation may also have an office or offices at any other place or places within or without the State of Delaware as the Board of Directors of the Corporation (the "Board") may from time to time determine or the business of the Corporation may from time to time require.

ARTICLE II

MEETINGS OF STOCKHOLDERS

SECTION 2.01. Annual Meetings. The annual meeting of stockholders of the Corporation for the election of directors of the Corporation, and for the transaction of such other business as may properly come before such meeting, shall be held at such place, date and time as shall be fixed by the Board and designated in the notice or waiver of notice of such annual meeting; provided, however, that no annual meeting of stockholders need be held if all actions, including the election of directors, required by the General Corporation Law of the State of Delaware (the "General Corporation Law") to be taken at such annual meeting are taken by written consent in lieu of meeting pursuant to Section 2.09 hereof.

SECTION 2.02. Special Meetings. Special meetings of stockholders for any purpose or purposes may be called by the Board or the Chairman of the Board, the President or the Secretary of the Corporation or by the record holders, holding at least thirty percent (30%) of the shares of common stock the Corporation (on an as-converted basis) issued and outstanding and entitled to vote thereat, to be held at such place, date and time as shall be designated in the notice or waiver of notice thereof.

SECTION 2.03. Notice of Meetings. (a) Except as otherwise provided by law, written notice of each annual or special meeting of stockholders stating the place, date and time of such meeting and, in the case of a special meeting, the purpose or purposes for which such meeting is to be held, shall be given personally or by first-class mail (airmail in the case of international communications) to each record holder of shares entitled to vote thereat, not less

than 10 nor more than 60 days before the date of such meeting. If mailed, such notice shall be deemed to be given when deposited in the United States mail, postage prepaid, directed to the stockholder at such stockholder's address as it appears on the records of the Corporation. If, prior to the time of mailing, the Secretary of the Corporation (the "Secretary") shall have received from any stockholder a written request that notices intended for such stockholder are to be mailed to some address other than the address that appears on the records of the Corporation, notices intended for such stockholder shall be mailed to the address designated in such request.

(b) Notice of a special meeting of stockholders may be given by the person or persons calling the meeting, or, upon the written request of such person or persons, such notice shall be given by the Secretary on behalf of such person or persons. If the person or persons calling a special meeting of stockholders give notice thereof, such person or persons shall deliver a copy of such notice to the Secretary. Each request to the Secretary for the giving of notice of a special meeting of stockholders shall state the purpose or purposes of such meeting.

SECTION 2.04. Waiver of Notice. Notice of any annual or special meeting of stockholders need not be given to any stockholder who files a written waiver of notice with the Secretary, signed by the person entitled to notice, whether before or after such meeting. Neither the business to be transacted at, nor the purpose of, any meeting of stockholders need be specified in any written waiver of notice thereof. Attendance of a stockholder at a meeting, in person or by proxy, shall constitute a waiver of notice of such meeting, except when such stockholder attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business on the grounds that the notice of such meeting was inadequate or improperly given.

SECTION 2.05. Adjournments. Whenever a meeting of stockholders, annual or special, is adjourned to another date, time or place, notice need not be given of the adjourned meeting if the date, time and place thereof are announced at the meeting at which the adjournment is taken. If the adjournment is for more than 30 days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote thereat. At the adjourned meeting, any business may be transacted which might have been transacted at the original meeting.

SECTION 2.06. Quorum. Except as otherwise provided by law or the Certificate of Incorporation of the Corporation (the "Certificate of Incorporation"), the record holders of a majority of the shares entitled to vote thereat, present in person or by proxy, shall constitute a quorum for the transaction of business at all meetings of stockholders, whether annual or special. If, however, such quorum shall not be present in person or by proxy at any meeting of stockholders, the stockholders entitled to vote thereat may adjourn the meeting from time to time in accordance with Section 2.05 hereof until a quorum shall be present in person or by proxy.

SECTION 2.07. Voting. Each stockholder entitled to vote at any meeting of stockholders shall be entitled to one vote for each share of stock held by such stockholder which has voting power upon the matter in question. Except as otherwise provided by law or the Certificate of Incorporation, when a quorum is present at any meeting of stockholders, the vote of the record holders of a majority of the shares constituting such quorum shall decide any question brought before such meeting.

SECTION 2.08. Proxies. Each stockholder entitled to vote at a meeting of stockholders or to express, in writing, consent to or dissent from any action of stockholders without a meeting may authorize another person or persons to act for such stockholder by proxy. Such proxy shall be filed with the Secretary before such meeting of stockholders or such action of stockholders without a meeting, at such time as the Board may require. No proxy shall be voted or acted upon more than three years from its date, unless the proxy provides for a longer period.

SECTION 2.09. Stockholders' Consent in Lieu of Meeting. Any action required by the General Corporation Law to be taken at any annual or special meeting of stockholders, and any action which may be taken at any annual or special meeting of stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the record holders of shares having not less than the minimum number of votes necessary to authorize or take such action at a meeting at which the record holders of all shares entitled to vote thereon were present and voted.

A telegram, cablegram or other electronic transmission consenting to an action to be taken and transmitted by a stockholder or proxyholder, or a person or persons authorized to act for a stockholder or proxyholder, shall be deemed to be written, signed and dated for the purposes of this section, provided that any such telegram, cablegram or other electronic transmission sets forth or is delivered with information from which the Corporation can determine (1) that the telegram, cablegram or other electronic transmission was transmitted by the stockholder or proxyholder or by a person or persons authorized to act for the stockholder or proxyholder and (2) the date on which such stockholder or proxyholder or authorized person or persons transmitted such telegram, cablegram or electronic transmission. The date on which such telegram, cablegram or electronic transmission is transmitted shall be deemed to be the date on which such consent was signed.

ARTICLE III

BOARD

SECTION 3.01. General Powers. The business and affairs of the Corporation shall be managed by the Board, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by law, the Certificate of Incorporation or these Bylaws directed or required to be exercised or done by stockholders.

SECTION 3.02. Number and Term of Office. The number of directors shall be eight or such other number as shall be fixed from time to time by the Board. Directors need not be stockholders. Directors shall be elected at the annual meeting of stockholders or, if, in accordance with Section 2.01 hereof, no such annual meeting is held, by written consent in lieu of meeting pursuant to Section 2.09 hereof, and each director shall hold office until his successor is elected and qualified, or until his earlier death or resignation or removal in the manner hereinafter provided.

SECTION 3.03. Resignation. Any director may resign at any time by delivering his or her written resignation to the Board, the Chairman of the Board of the Corporation (the "Chairman") or the Secretary. Such resignation shall take effect at the time specified in such notice or, if the time be not specified, upon receipt thereof by the Board, the Chairman or the Secretary, as the case may be. Unless otherwise specified therein, acceptance of such resignation shall not be necessary to make it effective.

SECTION 3.04. Removal. Any or all of the directors may be removed, with or without cause, at any time by vote of the record holders of a majority of the shares then entitled to vote at an election of directors, or by written consent of the record holders of shares pursuant to Section 2.09 hereof.

SECTION 3.05. Vacancies. Vacancies occurring on the Board for any reason, including, without limitation, vacancies occurring as a result of the creation of new directorships that increase the number of directors, may be filled by the vote of the record holders of a majority of the shares then entitled to vote at an election of directors or by written consent of stockholders pursuant to Section 2.09 hereof, or by vote of the Board or by a written consent of directors pursuant to Section 3.08 hereof. In the case of a director vote to fill a vacancy on the Board, if the number of directors then in office is less than a quorum, such other vacancies may be filled by vote of a majority of the directors then in office or by written consent of all such directors pursuant to Section 3.08 hereof. Unless earlier removed pursuant to Section 3.04 hereof, each director chosen in accordance with this Section 3.05 shall hold office until the next annual election of directors by the stockholders and until his successor shall be elected and qualified.

SECTION 3.06. Meetings. (a) Annual Meetings. As soon as practicable after each annual election of directors by the stockholders, the Board shall meet for the purpose of organization and the transaction of other business, unless it shall have transacted all such business by written consent pursuant to Section 3.08 hereof.

(b) Other Meetings. Other meetings of the Board shall be held at such times as the Chairman, the President of the Corporation (the "President"), the Secretary or a majority of the Board shall from time to time determine.

(c) Notice of Meetings. The Secretary shall give written notice to each director of each meeting of the Board, which notice shall state the place, date, time and purpose of such meeting. Notice of each such meeting shall be given to each director, if by mail, addressed to him at his residence or usual place of business, at least three days before the day on which such meeting is to be held, or shall be sent to him at such place by telecopy, telegraph, cable, or other form of recorded communication, or be delivered personally or by telephone not later than two days before the day on which such meeting is to be held. A written waiver of notice, signed by the director entitled to notice, whether before or after the time of the meeting referred to in such waiver, shall be deemed equivalent to notice. Neither the business to be transacted at, nor the purpose of any meeting of the Board need be specified in any written waiver of notice thereof. Attendance of a director at a meeting of the Board shall constitute a waiver of notice of such meeting, except as provided by law.

(d) Place of Meetings. The Board may hold its meetings at such place or places within or without the State of Delaware as the Board or the Chairman may from time to time determine, or as shall be designated in the respective notices or waivers of notice of such meetings.

(e) Quorum and Manner of Acting. One-half of the total number of directors then in office shall be present in person at any meeting of the Board in order to constitute a quorum for the transaction of business at such meeting, and the vote of a majority of those directors present at any such meeting at which a quorum is present shall be necessary for the passage of any resolution or act of the Board, except as otherwise expressly required by law, the Certificate of Incorporation or these Bylaws. In the absence of a quorum for any such meeting, a majority of the directors present thereat may adjourn such meeting from time to time until a quorum shall be present.

(f) Organization. At each meeting of the Board, one of the following shall act as chairman of the meeting and preside, in the following order of precedence:

1) the Chairman;

2) the President;

3) any director chosen by a majority of the directors present.

The Secretary or, in the case of his absence, any person (who shall be an Assistant Secretary, if an Assistant Secretary is present) whom the chairman of the meeting shall appoint shall act as secretary of such meeting and keep the minutes thereof.

SECTION 3.07. Committees of the Board. The Board may, by resolution passed by a majority of the whole Board, designate one or more committees, each committee to consist of one or more directors. The Board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of such committee. In the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another director to act at the meeting in the place of any such absent or disqualified member. Any committee of the Board, to the extent provided in the resolution of the Board designating such committee, shall have and may exercise all the powers and authority of the Board in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it; provided, however, that no such committee shall have such power or authority in reference to amending the Certificate of Incorporation (except that such a committee may, to the extent authorized in the resolution or resolutions providing for the issuance of shares of stock adopted by the Board as provided in Section 151(a) of the General Corporation Law, fix the designations and any of the preferences or rights of such shares relating to dividends, redemption, dissolution, any distribution of assets of the Corporation or the conversion into, or the exchange of such shares for, shares of any other class or classes of stock of the Corporation or fix the number of shares of any series of stock or authorize the increase or decrease of the shares of any series), approve or adopt. or recommend to the stockholders, any action or matter

expressly required by the General Corporation Law to be submitted to stockholders for approval, including but not limited to adopting an agreement of merger or consolidation under Section 251 or 252 of the General Corporation Law, recommending to the stockholders the sale, lease or exchange of all or substantially all the Corporation's property and assets, recommending to the stockholders a dissolution of the Corporation or the revocation of a dissolution, or amending these Bylaws; provided further, however, that, unless expressly so provided in the resolution of the Board designating such committee, no such committee shall have the power or authority to declare a dividend, to authorize the issuance of stock, or to adopt a certificate of ownership and merger pursuant to Section 253 of the General Corporation Law. Each committee of the Board shall keep regular minutes of its proceedings and report the same to the Board when so requested by the Board.

SECTION 3.08. Directors' Consent in Lieu of Meeting. Any action required or permitted to be taken at any meeting of the Board or of any committee thereof may be taken without a meeting, without prior notice and without a vote, if a consent in writing or by electronic transmission, setting forth the action so taken, shall be signed by all the members of the Board or such committee and such consent or electronic transmission is filed with the minutes of the proceedings of the Board or such committee. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

SECTION 3.09. Action by Means of Telephone or Similar Communications Equipment. Any one or more members of the Board, or of any committee thereof, may participate in a meeting of the Board or such committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting by such means shall constitute presence in person at such meeting.

SECTION 3.10. Compensation. Unless otherwise restricted by the Certificate of Incorporation, the Board may determine the compensation of directors. In addition, as determined by the Board, directors may be reimbursed by the Corporation for their expenses, if any, in the performance of their duties as directors. No such compensation or reimbursement shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor.

ARTICLE IV

OFFICERS

SECTION 4.01. Officers. Unless otherwise determined by the Board, the officers of the Corporation shall consist of at least the Chairman, the President, the Secretary and a Treasurer and may include one or more Vice Presidents, one or more Assistant Secretaries, one or more Assistant Treasurers and such other officers and assistant officers as may be deemed necessary or desirable by the Board. Any two or more offices may be held by the same person.

SECTION 4.02. Authority and Duties. All officers shall have such authority and perform such duties in the management of the Corporation as may be provided in these Bylaws or, to the extent not so provided, by resolution of the Board.

SECTION 4.03. Term of Office, Resignation and Removal. (a) Each officer shall be appointed by the Board and shall hold office for such term as may be determined by the Board. Each officer shall hold office until his successor has been appointed and qualified or his earlier death or resignation or removal in the manner hereinafter provided. The Board may require any officer to give security for the faithful performance of his duties.

(b) Any officer may resign at any time by giving written notice to the Board, the Chairman, the President or the Secretary. Such resignation shall take effect at the time specified in such notice or, if the time be not specified, upon receipt thereof by the Board, the Chairman, the President or the Secretary, as the case may be. Unless otherwise specified therein, acceptance of such resignation shall not be necessary to make it effective.

(c) All officers and agents appointed by the Board shall be subject to removal, with or without cause, at any time by the Board or by the action of the record holders of a majority of the shares entitled to vote thereon.

SECTION 4.04. Vacancies. Any vacancy occurring in any office of the Corporation, for any reason, shall be filled by action of the Board. Unless earlier removed pursuant to Section 4.03 hereof, any officer appointed by the Board to fill any such vacancy shall serve only until such time as the unexpired term of his predecessor expires unless reappointed by the Board.

SECTION 4.05. The Chairman. The Chairman shall have the power to call special meetings of stockholders, to call special meetings of the Board and, if present, to preside at all meetings of stockholders and all meetings of the Board. The Chairman shall perform all duties incident to the office of Chairman of the Board and all such other duties as may from time to time be assigned to him by the Board or these Bylaws.

SECTION 4.06. Chief Executive Officer. The Chief Executive Officer shall, subject to the powers of the Board, be in the general and active charge of the entire business and affairs of the Corporation, and shall be its chief policy making officer. He or she shall have such other powers and perform such other duties as may be prescribed by the Board or provided in these Bylaws. Whenever the President is unable to serve, by reason of sickness, absence or otherwise, the Chief Executive Officer shall perform all the duties and responsibilities and exercise all the powers of the President.

SECTION 4.07. The President. The president of the Corporation, subject to the powers of the Board and the Chief Executive Officer, shall have general charge of the business affairs and property of the Corporation, and control over its officers, agents and employees, and shall see that all orders and resolutions of the Board are carried into effect. The President shall execute bonds, mortgages and other contracts which the Board has authorized to be executed, except where required or permitted by law to be otherwise signed and executed or except where the signing and execution thereof shall be expressly delegated by the Board to some other officer

or agent of the Corporation. The President shall have such other powers and perform such other duties as may be prescribed by the Chief Executive Officer, the Board or as may be provided in these Bylaws. Whenever the Chief Executive Officer is unable to serve, by reason of sickness, absence or otherwise, the President shall perform all the duties and responsibilities and exercise all the powers of the Chief Executive Officer.

SECTION 4.08. Vice Presidents. Vice Presidents, if any, in order of their seniority or in any other order determined by the Board, shall generally assist the President and perform such other duties as the Board or the President shall prescribe, and in the absence or disability of the President, shall perform the duties and exercise the powers of the President.

SECTION 4.09. The Secretary. The Secretary shall, to the extent practicable, attend all meetings of the Board and all meetings of stockholders and shall record all votes and the minutes of all proceedings in a book to be kept for that purpose, and shall perform the same duties for any committee of the Board when so requested by such committee. He shall give or cause to be given notice of all meetings of stockholders and of the Board, shall perform such other duties as may be prescribed by the Board, the Chairman or the President and shall act under the supervision of the Chairman. He shall keep in safe custody the seal of the Corporation and affix the same to any instrument that requires that the seal be affixed to it and which shall have been duly authorized for signature in the name of the Corporation and, when so affixed, the seal shall be attested by his signature or by the signature of the Treasurer of the Corporation (the "Treasurer") or an Assistant Secretary or Assistant Treasurer of the Corporation. He shall keep in safe custody the certificate books and stockholder records and such other books and records of the Corporation as the Board, the Chairman or the President may direct and shall perform all other duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the Board, the Chairman or the President.

SECTION 4.10. Assistant Secretaries. Assistant Secretaries of the Corporation ("Assistant Secretaries"), if any, in order of their seniority or in any other order determined by the Board, shall generally assist the Secretary and perform such other duties as the Board or the Secretary shall prescribe, and, in the absence or disability of the Secretary, shall perform the duties and exercise the powers of the Secretary.

SECTION 4.11. The Treasurer. The Treasurer shall have the care and custody of all the funds of the Corporation and shall deposit such funds in such banks or other depositories as the Board, or any officer or officers, or any officer and agent jointly, duly authorized by the Board, shall, from time to time, direct or approve. He shall disburse the funds of the Corporation under the direction of the Board and the President. He shall keep a full and accurate account of all moneys received and paid on account of the Corporation and shall render a statement of his accounts whenever the Board, the Chairman or the President shall so request. He shall perform all other necessary actions and duties in connection with the administration of the financial affairs of the Corporation and shall generally perform all the duties usually appertaining to the office of treasurer of a corporation. When required by the Board, he shall give bonds for the faithful discharge of his duties in such sums and with such sureties as the Board shall approve.

SECTION 4.12. Assistant Treasurers. Assistant Treasurers of the Corporation ("Assistant Treasurers"), if any, in order of their seniority or in any other order determined by the Board, shall generally assist the Treasurer and perform such other duties as the Board or the Treasurer shall prescribe, and, in the absence or disability of the Treasurer, shall perform the duties and exercise the powers of the Treasurer.

ARTICLE V

CHECKS, DRAFTS, NOTES, AND PROXIES

SECTION 5.01. Checks, Drafts and Notes. All checks, drafts and other orders for the payment of money, notes and other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers, agent or agents of the Corporation and in such manner as shall be determined, from time to time, by resolution of the Board.

SECTION 5.02. Execution of Proxies. The Chairman, the President or any Vice President may authorize, from time to time, the execution and issuance of proxies to vote shares of stock or other securities of other corporations held of record by the Corporation and the execution of consents to action taken or to be taken by any such corporation. All such proxies and consents, unless otherwise authorized by the Board, shall be signed in the name of the Corporation by the Chairman, the President or any Vice President.

ARTICLE VI

SHARES AND TRANSFERS OF SHARES

SECTION 6.01. Certificates Evidencing Shares. Shares shall be evidenced by certificates in such form or forms as shall be approved by the Board. Certificates shall be issued in consecutive order and shall be numbered in the order of their issue, and shall be signed by the Chairman, the President or any Vice President and by the Secretary, any Assistant Secretary, the Treasurer or any Assistant Treasurer. If such a certificate is manually signed by one such officer, any other signature on the certificate may be a facsimile. In the event any such officer who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to hold such office or to be employed by the Corporation before such certificate is issued, such certificate may be issued by the Corporation with the same effect as if such officer had held such office on the date of issue.

SECTION 6.02. Stock Ledger. A stock ledger in one or more counterparts shall be kept by the Secretary, in which shall be recorded the name and address of each person, firm or corporation owning the shares evidenced by each certificate evidencing shares issued by the Corporation, the number of shares evidenced by each such certificate, the date of issuance thereof and, in the case of cancellation, the date of cancellation. Except as otherwise expressly required by law, the person in whose name shares stand on the stock ledger of the Corporation shall be deemed the owner and record holder thereof for all purposes.

SECTION 6.03. Transfers of Shares. Registration of transfers of shares shall be made only in the stock ledger of the Corporation upon request of the registered holder of such shares, or of his attorney thereunto authorized by power of attorney duly executed and filed with the Secretary, and upon the surrender of the certificate or certificates evidencing such shares properly endorsed or accompanied by a stock power duly executed, together with such proof of the authenticity of signatures as the Corporation may reasonably require.

SECTION 6.04. Addresses of Stockholders. Each stockholder shall designate to the Secretary an address at which notices of meetings and all other corporate notices may be served or mailed to such stockholder, and, if any stockholder shall fail to so designate such an address, corporate notices may be served upon such stockholder by mail directed to the mailing address, if any, as the same appears in the stock ledger of the Corporation or at the last known mailing address of such stockholder.

SECTION 6.05. Lost, Destroyed and Mutilated Certificates. Each record holder of shares shall promptly notify the Corporation of any loss, destruction or mutilation of any certificate or certificates evidencing any share or shares of which he is the record holder. The Board may, in its discretion, cause the Corporation to issue a new certificate in place of any certificate theretofore issued by it and alleged to have been mutilated, lost, stolen or destroyed, upon the surrender of the mutilated certificate or, in the case of loss, theft or destruction of the certificate, upon satisfactory proof of such loss, theft or destruction, and the Board may, in its discretion, require the record holder of the shares evidenced by the lost, stolen or destroyed certificate or his legal representative to give the Corporation a bond sufficient to indemnify the Corporation against any claim made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate.

SECTION 6.06. Regulations. The Board may make such other rules and regulations as it may deem expedient, not inconsistent with these Bylaws, concerning the issue, transfer and registration of certificates evidencing shares.

SECTION 6.07. Fixing Date for Determination of Stockholders of Record. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or to express consent to, or to dissent from, corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board may fix, in advance, a record date, which shall not be more than 60 nor less than 10 days before the date of such meeting, nor more than 60 days prior to any other such action. A determination of the stockholders entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of such meeting; provided, however, that the Board may fix a new record date for the adjourned meeting.

SECTION 6.08. Special Designation on Certificates. If the Corporation is authorized to issue more than one class of stock or more than one series of any class, then the powers, the designations, the preferences, and the relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights shall be set forth in full or summarized on the face or back of the

certificate that the Corporation shall issue to represent such class or series of stock; provided, however, that, except as otherwise provided in Section 202 of the General Corporation Law, in lieu of the foregoing requirements there may be set forth on the face or back of the certificate that the Corporation shall issue to represent such class or series of stock a statement that the Corporation will furnish without charge to each stockholder who so requests the powers, the designations, the preferences, and the relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights.

ARTICLE VII

SEAL

SECTION 7.01. Seal. The Board may approve and adopt a corporate seal, which shall be in the form of a circle and shall bear the full name of the Corporation, the year of its incorporation and the words "Corporate Seal Delaware."

ARTICLE VIII

FISCAL YEAR

SECTION 8.01. Fiscal Year. The fiscal year of the Corporation shall end on the thirty-first day of December of each year unless changed by resolution of the Board.

ARTICLE IX

INDEMNIFICATION AND INSURANCE

SECTION 9.01. Indemnification. (a) The Corporation shall, to the fullest extent authorized under the laws of the State of Delaware, as those laws may be amended and supplemented from time to time, indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that the person is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in, or not opposed to, the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the person's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that the person's conduct was unlawful.

(b) The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that the person is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Court of Chancery of the State of Delaware or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

(c) To the extent that a present or former director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 9.01(a) and (b) of these Bylaws, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith.

(d) Any indemnification under Section 9.01(a) and (b) of these Bylaws (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the present or former director, officer, employee or agent is proper in the circumstances because the person has met the applicable standard of conduct set forth in Section 9.01(a) and (b) of these Bylaws. Such determination shall be made, with respect to a person who is a director or officer at the time of such determination, (i) by a majority vote of the directors who are not parties to such action, suit or proceeding, even though less than a quorum, or (ii) by a committee of such directors designated by majority vote of such directors, even though less than a quorum, or (iii) if there are no such directors, or if such directors so direct, by independent legal counsel in a written opinion, or (iv) by the stockholders of the Corporation.

(e) Expenses (including attorneys' fees) incurred by an officer or director in defending any civil, criminal, administrative or investigative action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Corporation pursuant to this Article IX. Such expenses (including attorneys' fees) incurred by former directors and officers or other employees and agents may be so paid upon such terms and conditions, if any, as the Corporation deems appropriate.

(f) The indemnification and advancement of expenses provided by, or granted pursuant to, the other Sections of this Article IX shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any law, bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office.

(g) For purposes of this Article IX, references to "the Corporation" shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, and employees or agents so that any person who is or was a director, officer, employee or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Article IX with respect to the resulting or surviving corporation as such person would have with respect to such constituent corporation if its separate existence had continued.

(h) For purposes of this Article IX, references to "other enterprises" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "serving at the request of the Corporation" shall include any service as a director, officer, employee or agent of the Corporation which imposes duties on, or involves service by, such director, officer, employee or agent with respect to an employee benefit plan, its participants, or beneficiaries; and a person who acted in good faith and in a manner such person reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the Corporation" as referred to in this Article IX.

(i) The indemnification and advancement of expenses provided by, or granted pursuant to, this Article IX shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

SECTION 9.02. Insurance for Indemnification. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Corporation would have the power to indemnify such person against such liability under the provisions of Section 145 of the General Corporation Law.

ARTICLE X

AMENDMENTS

SECTION 10.01. Amendments. Any Bylaw (including these Bylaws) may be altered, amended or repealed by the vote of the record holders of a majority of the shares then entitled to vote at an election of directors or by written consent of stockholders pursuant to Section 2.09 hereof, or by vote of the Board or by a written consent of directors pursuant to Section 3.08 hereof.

ARTICLE XI

CERTIFICATE OF INCORPORATION GOVERNS

SECTION 11.01. Conflicts with Certificate of Incorporation. In the event of any conflict between the provisions of the Corporation's Certificate of Incorporation and these Bylaws, the provisions of the Certificate of Incorporation shall govern.

AMENDED AND RESTATED

B Y L A W S

OF

1STDIBS.COM, INC.

(a Delaware corporation)

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AMENDED AND RESTATED

B Y L A W S

OF

1STDIBS.COM, INC.

(a Delaware corporation)

ARTICLE 1

Offices

1.1 Registered Office. The registered office of 1stdibs.com, Inc. shall be set forth in the certificate of incorporation of the corporation.

1.2 Other Offices. The corporation may also have offices at such other places, either within or without the State of Delaware, as the board of directors of the corporation (the "***Board of Directors***") may from time to time designate, or the business of the corporation may require.

ARTICLE 2

Meeting of Stockholders

2.1 Place of Meeting. Meetings of stockholders may be held at such place, either within or without the State of Delaware, as may be designated by or in the manner provided in these bylaws, or, if not so designated, at the principal executive offices of the corporation. The Board of Directors may, in its sole discretion, (a) determine that a meeting of stockholders shall not be held at any place, but may instead be held solely by means of remote communication, or (b) permit participation by stockholders at such meeting by means of remote communication as authorized by Section 211(a)(2) of the Delaware General Corporation Law (the "***DGCL***").

2.2 Annual Meeting.

(a) Annual meetings of stockholders shall be held each year at such date and time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting. Except as otherwise provided in the certificate of incorporation, at each such annual meeting, the stockholders shall elect the number of directors equal to the number of directors of the class whose term expires at such meeting (or, if fewer, the number of directors properly nominated and qualified for election) to hold office until the third succeeding annual meeting of stockholders after their election. The stockholders shall also transact such other business as may properly be brought before the meeting. Except as otherwise restricted by the certificate of incorporation of the corporation or applicable law, the Board of Directors may postpone, reschedule or cancel any annual meeting of stockholders.

2.3 Advance Notice of Business to be Brought before a Meeting.

(a) At an annual meeting of the stockholders, only such business shall be conducted as shall have been properly brought before the meeting. To be properly brought before the annual meeting, business must be (i) specified in the notice of meeting (or any supplement thereto) given by or at the direction of the Board of Directors, (ii) otherwise properly brought before the meeting by or at the direction of the Board of Directors, or (iii) otherwise properly brought before the meeting by a stockholder of record. A motion related to business proposed to be brought before any stockholders' meeting may be made by any stockholder entitled to vote if the business proposed is otherwise proper to be brought before the meeting. However, any such stockholder may propose business to be brought before a meeting only if such stockholder has given timely notice to the Secretary of the corporation in proper written form of the stockholder's intent to propose such business.

(b) Without qualification, for business to be properly brought before an annual meeting by a stockholder, the stockholder must (i) provide Timely Notice (as defined below) thereof in writing and in proper form to the Secretary of the corporation and (ii) provide any updates or supplements to such notice at the time and in the forms required by this Section 2.3. To be timely, the stockholder's notice must be delivered to, or mailed and received at, the principal executive offices of the corporation not more than one hundred twenty (120) days nor less than ninety (90) days in advance of the anniversary of the date of the corporation's proxy statement provided in connection with the previous year's annual meeting of stockholders; *provided, however*, that in the event that no annual meeting was held in the previous year or the annual meeting is called for a date that is .more than thirty (30) days before or after the anniversary date of the previous year's annual meeting, notice by the stockholder must be received by the Secretary of the corporation not later than the close of business on the later of (x) the ninetieth (90th) day prior to such annual meeting and (y) the tenth (10th) day following the day on which public announcement of the date of such meeting is first made (such notice within such time periods, "***Timely Notice***"). For the purposes of these bylaws, "***public announcement***" shall mean disclosure in a press release reported by the Dow Jones News Service, Associated Press or a comparable national news service or in a document publicly filed by the corporation with the Securities and Exchange Commission. In no event shall the public announcement of an adjournment or postponement of an annual meeting commence a new time period (or extend any time period) for the giving of a stockholder's notice as described above.

(c) To be in proper form for purposes of this Section 2.3, a stockholder's notice to the Secretary of the corporation shall set forth:

(i) As to each Proposing Person (as defined below), (1) the name and address of such Proposing Person (including, if applicable, the name and address that appears on the corporation's books and records); and (2) the number of shares of each class or series of stock of the corporation that are, directly or indirectly, owned of record or beneficially owned (within the meaning of Rule 13d-3 under the Securities Exchange Act of 1934 (the "***Exchange Act***")) by such Proposing Person, except that such Proposing Person shall in all events be deemed to beneficially own any shares of any class or series of stock of the corporation as to which such Proposing Person has a right to acquire beneficial ownership at any time in the future (the disclosures to be made pursuant to the foregoing clauses (1) and (2) are referred to as "***Stockholder Information***");

(ii) As to each Proposing Person, (1) the full notional amount of any securities that, directly or indirectly, underlie any "***derivative security***" (as such term is defined in Rule 16a-1(c) under the Exchange Act) that constitutes a "***call equivalent position***" (as such term is defined in Rule 16a-1(b) under the Exchange Act) ("***Synthetic Equity Position***") and that is, directly or indirectly, held or maintained by such Proposing Person with respect to any shares of any class or series of stock of the corporation; *provided* that, for the purposes of the definition of "Synthetic Equity Position," the term "derivative security" shall also include any security or instrument that would not otherwise constitute a "derivative security" as a result of any feature that would make any conversion, exercise or similar right or privilege of such security or instrument determinable only at some future date or upon the happening of a future occurrence, in which case the determination of the amount of securities into which such security or instrument would be convertible or exercisable shall be made assuming that such security or instrument is immediately convertible or exercisable at the time of such determination; and, *provided*, *further*, that any Proposing Person satisfying the requirements of Rule 13d-1(b)(1) under the Exchange Act (other than a Proposing Person that so satisfies Rule 13d-1(b)(1) under the Exchange Act solely by reason of Rule 13d-1(b)(1)(ii)(E)) shall not be deemed to hold or maintain the notional amount of any securities that underlie a Synthetic Equity Position held by such Proposing Person as a hedge with respect to a bona fide derivatives trade or position of such Proposing Person arising in the ordinary course of such Proposing Person's business as a derivatives dealer, (2) any rights to dividends on the shares of any class or series of stock of the corporation owned beneficially by such Proposing Person that are separated or separable from the underlying shares of the corporation, (3) any material pending or threatened legal proceeding in which such Proposing Person is a party or material participant involving the corporation or any of its officers or directors, or any affiliate of the corporation, (4) any other material relationship between such Proposing Person, on the one hand, and the corporation or any affiliate of the corporation, on the other hand, (5) any direct or indirect material interest in any material contract or agreement of such Proposing Person with the corporation or any affiliate of the corporation (including, in any such case, any employment agreement, collective bargaining agreement or consulting agreement), (6) a representation that such Proposing Person intends or is part of a group which intends to deliver a proxy statement or form of proxy to holders of at least the percentage of the corporation's outstanding capital stock required to approve or adopt the proposal or otherwise solicit proxies from stockholders in support of such proposal and (7) any other information relating to such Proposing Person that would be required to be disclosed in a proxy statement or other filing required to be made in connection with solicitations of proxies or consents by such Proposing Person in support of the business proposed to be brought before the meeting pursuant to Section 14(a) of the Exchange Act (the disclosures to be made pursuant to the foregoing clauses (1) through (7) are referred to as "***Disclosable Interests***"); *provided*, *however*, that Disclosable Interests shall not include any such disclosures with respect to the ordinary course business activities of any broker, dealer, commercial bank, trust company or other nominee who is a Proposing Person solely as a result of being the stockholder directed to prepare and submit the notice required by these bylaws on behalf of a beneficial owner; and

(iii) As to each item of business that the stockholder proposes to bring before the annual meeting, (1) a brief description of the business desired to be brought before the annual meeting, the reasons for conducting such business at the annual meeting and any material interest in such business of each Proposing Person, (2) the text of the proposal or business (including the text of any resolutions proposed for consideration and in the event that such business includes a proposal to amend the bylaws, the language of the proposed amendment), (3) a reasonably detailed description of all agreements, arrangements and understandings (x) between or among any of the Proposing Persons or (y) between or among any Proposing Person and any other record or beneficial holder(s) or person(s) who have a right to acquire beneficial ownership at any time in the future of the shares of any class or series of stock of the corporation or other person or entity (including the names of such other holder(s), person(s) or entity(ies)) in connection with the proposal of such business by such stockholder and (4) any other information relating to such item of business that would be required to be disclosed in a proxy statement or other filing required to be made in connection with solicitations of proxies in support of the business proposed to be brought before the meeting pursuant to Section 14(a) of the Exchange Act; *provided*, *however*, that the disclosures required by this Section 2.3(c) shall not include any disclosures with respect to any broker, dealer, commercial bank, trust company or other nominee who is a Proposing Person solely as a result of being the stockholder directed to prepare and submit the notice required by these bylaws on behalf of a beneficial owner.

(d) For purposes of this Section 2.3, the term "***Proposing Person***" shall mean (i) the stockholder providing the notice of business proposed to be brought before an annual meeting, (ii) the beneficial owner or beneficial owners, if different, on whose behalf the notice of the business proposed to be brought before the annual meeting is made and (iii) any participant (as defined in paragraphs (a)(ii)-(vi) of Instruction 3 to Item 4 of Schedule 14A) with such stockholder in such solicitation.

(e) A Proposing Person shall update and supplement its notice to the corporation of its intent to propose business at an annual meeting, if necessary, so that the information provided or required to be provided in such notice pursuant to this Section 2.3 shall be true and correct as of the record date for stockholders entitled to vote at the meeting and as of the date that is ten (10) business days prior to the meeting or any adjournment or postponement thereof, and such update and supplement shall be delivered to, or mailed and received by, the Secretary at the principal executive offices of the corporation (i) not later than five (5) business days after the record date for stockholders entitled to vote at the meeting (in the case of the update and supplement required to be made as of such record date), and (ii) not later than eight (8) business days prior to the date for the meeting or, if practicable, any adjournment or postponement thereof (and, if not practicable, on the first practicable date prior to the date to which the meeting has been adjourned or postponed) (in the case of the update and supplement required to be made as of ten (10) business days prior to the meeting or any adjournment or postponement thereof). For the avoidance of doubt, the obligation to update and supplement as set forth in this paragraph or any other Section of these bylaws shall not limit the corporation's rights with respect to any

deficiencies in any notice provided by a stockholder, extend any applicable deadlines hereunder or enable or be deemed to permit a stockholder who has previously submitted notice hereunder to amend or update any proposal or to submit any new proposal, including by changing or adding matters, business or resolutions proposed to be brought before a meeting of the stockholders.

(f) Notwithstanding anything in these bylaws to the contrary, no business shall be conducted at an annual meeting that is not properly brought before the meeting in accordance with this Section 2.3. The presiding person of the meeting shall, if the facts warrant, determine that the business was not properly brought before the meeting in accordance with this Section 2.3, and if he or she should so determine, he or she shall so declare to the meeting and any such business not properly brought before the meeting shall not be transacted.

(g) This Section 2.3 is expressly intended to apply to any business proposed to be brought before an annual meeting of stockholders other than any proposal made in accordance with Rule 14a-8 under the Exchange Act and included in the corporation's proxy statement. In addition to the requirements of this Section 2.3 with respect to any business proposed to be brought before an annual meeting, each Proposing Person shall comply with all applicable requirements of the Exchange Act with respect to any such business. Nothing in this Section 2.3 shall be deemed to affect the rights of stockholders to request inclusion of proposals in the corporation's proxy statement pursuant to Rule 14a-8 under the Exchange Act.

(h) The Chairman of the Board of Directors (or such other person presiding at the meeting in accordance with these bylaws) shall, if the facts warrant, determine and declare to the meeting that business was not properly brought before the meeting in accordance with the provisions of this Section 2.3, and if he or she should so determine, he or she shall so declare to the meeting and any such business not properly brought before the meeting shall not be transacted.

2.4 Advance Notice of Nominations for Election of Directors at a Meeting.

(a) Subject to the rights, if any, of holders of preferred stock to vote separately to elect directors, nominations of any person for election to the Board of Directors at an annual meeting or at a special meeting (but, in the case of a special meeting, only if the election of directors is a matter specified in the notice of meeting given by or at the direction of the person calling such special meeting) may be made at such meeting only (i) by or at the direction of the Board of Directors, including by any committee or persons authorized to do so by the Board of Directors or these bylaws, or (ii) by a stockholder present in person who (A) was a stockholder of record of the corporation (and with respect to any beneficial owner, if different, on whose behalf such nomination is proposed to be made, only if such beneficial owner was the beneficial owner of shares of the corporation) both at the time of giving the notice provided for in Section 2.4(b) and at the time of the meeting, (B) is entitled to vote at the meeting and (C) has complied with this Section 2.4 and Section 2.5 as to such notice and nomination. The foregoing clause (ii) shall be the exclusive means for a stockholder to make any nomination of a Person or Persons for election to the Board of Directors at any annual meeting or special meeting of stockholders.

(b) Without qualification, for a stockholder to make any nomination of a person or persons for election to the Board of Directors at an annual meeting, the stockholder must (i) provide Timely Notice (as defined in Section 2.3(b) of these bylaws) thereof in writing and in proper form to the Secretary of the corporation, (ii) provide the information, agreements and questionnaires with respect to such stockholder and its candidate for nomination as required to be set forth by this Section 2.4 and Section 2.5, and (c) provide any updates or supplements to such notice at the times and in the forms required by this Section 2.4 and Section 2.5. The number of nominees a stockholder may nominate for election at the annual meeting (or in the case of a stockholder giving the notice on behalf of a beneficial owner, the number of nominees a stockholder may nominate for election at the annual meeting on behalf of such beneficial owner) shall not exceed the number of directors to be elected at such annual meeting.

(c) In no event shall any adjournment or postponement of an annual meeting or the announcement thereof commence a new time period for the giving of a stockholder's notice as described above.

(d) To be in proper form for purposes of this Section 2.4, a stockholder's notice to the Secretary shall set forth:

(i) As to each Nominating Person (as defined below), the Stockholder Information (as defined in Section 2.3(c)(i), except that for purposes of this Section 2.4, the term "Nominating Person" shall be substituted for the term "Proposing Person" in all places it appears in Section 2.3(c)(i));

(ii) As to each Nominating Person, any Disclosable Interests (as defined in Section 2.3(c)(ii), except that for purposes of this Section 2.4, the term "Nominating Person" shall be substituted for the term "Proposing Person" in all places it appears in Section 2.3(c)(ii), and the disclosure with respect to the business to be brought before the meeting in Section 2.3(c)(ii) shall be made with respect to nomination of each person for election as a director at the meeting); and

(iii) As to each candidate whom a Nominating Person proposes to nominate for election as a director, (A) all information with respect to such candidate for nomination that would be required to be set forth in a stockholder's notice pursuant to this Section 2.4 and Section 2.5 if such candidate for nomination were a Nominating Person, (B) all information relating to such candidate for nomination that is required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for election of directors in a contested election pursuant to Section 14(a) under the Exchange Act (including such candidate's written consent to being named in the proxy statement as a nominee and to serving as a director if elected), (C) a description of any direct or indirect material interest in any material contract or agreement between or among any Nominating Person, on the one hand, and each candidate for nomination or his or her respective associates or any other participants in such solicitation, on the other hand, including, without limitation, all information that would be required to be disclosed pursuant to Item 404 under Regulation S-K if such Nominating Person were the "registrant" for purposes of such rule and the candidate for nomination were a director or executive officer of such registrant (the disclosures to be made pursuant to the foregoing clauses (A) through (C) are referred to as "***Nominee Information***"), and (D) a completed and signed questionnaire, representation and agreement as provided in Section 2.5(a).

(e) For purposes of this Section 2.4, the term "***Nominating Person***" shall mean (i) the stockholder providing the notice of the nomination proposed to be made at the meeting, (ii) the beneficial owner or beneficial owners, if different, on whose behalf the notice of the nomination proposed to be made at the meeting is made and (iii) any other participant in such solicitation.

(f) A stockholder providing notice of any nomination proposed to be made at a meeting shall further update and supplement such notice, if necessary, so that the information provided or required to be provided in such notice pursuant to this Section 2.4 shall be true and correct as of the record date for stockholders entitled to vote at the meeting and as of the date that is ten (10) business days prior to the meeting or any adjournment or postponement thereof, and such update and supplement shall be delivered to, or mailed and received by, the Secretary at the principal executive offices of the corporation (i) not later than five (5) business days after the record date for stockholders entitled to vote at the meeting (in the case of the update and supplement required to be made as of such record date), and (ii) not later than eight (8) business days prior to the date for the meeting or, if practicable, any adjournment or postponement thereof (and, if not practicable, on the first practicable date prior to the date to which the meeting has been adjourned or postponed) (in the case of the update and supplement required to be made as of ten (10) business days prior to the meeting or any adjournment or postponement thereof). For the avoidance of doubt, the obligation to update and supplement as set forth in this paragraph or any other Section of these bylaws shall not limit the corporation's rights with respect to any deficiencies in any notice provided by a stockholder, extend any applicable deadlines hereunder or enable or be deemed to permit a stockholder who has previously submitted notice hereunder to amend or update any nomination or to submit any new nomination.

(g) In addition to the requirements of this Section 2.4 with respect to any nomination proposed to be made at a meeting, each Nominating Person shall comply with all applicable requirements of the Exchange Act with respect to any such nominations.

2.5 Additional Requirements for Valid Nomination of Candidates to Serve as Directors and, if Elected, to be Seated as Directors.

(a) To be eligible to be a candidate for election as a director of the corporation at an annual meeting, a candidate must be nominated in the manner prescribed in Section 2.4 and the candidate for nomination, whether nominated by the Board of Directors or by a stockholder of record, must have previously delivered (in accordance with the time period prescribed for delivery in a notice to such candidate given by or on behalf of the Board of Directors), to the Secretary at the principal executive offices of the corporation, (i) a completed written questionnaire (in the form provided by the corporation upon written request therefor) with respect to the background, qualifications, stock ownership and independence of such proposed nominee and (ii) a written representation and agreement (in the form provided by the corporation upon written request therefor) that such candidate for nomination (A) is not and, if elected as a director during his or her term of office, will not become a party to (1) any agreement, arrangement or understanding with, and has not given and will not give any commitment or

assurance to, any person or entity as to how such proposed nominee, if elected as a director of the corporation, will act or vote on any issue or question (a "***Voting Commitment***"), or (2) any Voting Commitment that could limit or interfere with such proposed nominee's ability to comply, if elected as a director of the corporation, with such proposed nominee's fiduciary duties under applicable law, (B) is not, and will not become a party to, any agreement, arrangement or understanding with any person or entity other than the corporation with respect to any direct or indirect compensation or reimbursement for service as a director of the corporation that has not been disclosed therein, and (C) if elected as a director of the corporation, will comply with all applicable corporate governance, conflict of interest, confidentiality, stock ownership and trading and other policies and guidelines of the corporation applicable to directors and in effect during such person's term in office as a director (and, if requested by any candidate for nomination, the Secretary of the corporation shall provide to such candidate for nomination all such policies and guidelines then in effect).

(b) The Board of Directors may also require any proposed candidate for nomination as a director to furnish such other information as may reasonably be requested by the Board of Directors in writing prior to the meeting of stockholders at which such candidate's nomination is to be acted upon in order for the Board of Directors to determine the eligibility of such candidate for nomination to be an independent director of the corporation.

(c) A candidate for nomination as a director shall further update and supplement the materials delivered pursuant to this Section 2.5, if necessary, so that the information provided or required to be provided pursuant to this Section 2.5 shall be true and correct as of the record date for stockholders entitled to vote at the meeting and as of the date that is ten (10) business days prior to the meeting or any adjournment or postponement thereof, and such update and supplement shall be delivered to, or mailed and received by, the Secretary at the principal executive offices of the corporation (or any other office specified by the corporation in any public announcement) (i) not later than five (5) business days after the record date for stockholders entitled to vote at the meeting (in the case of the update and supplement required to be made as of such record date), and (ii) not later than eight (8) business days prior to the date for the meeting or, if practicable, any adjournment or postponement thereof (and, if not practicable, on the first practicable date prior to the date to which the meeting has been adjourned or postponed) (in the case of the update and supplement required to be made as of ten (10) business days prior to the meeting or any adjournment or postponement thereof). For the avoidance of doubt, the obligation to update and supplement as set forth in this paragraph or any other Section of these bylaws shall not limit the corporation's rights with respect to any deficiencies in any notice provided by a stockholder, extend any applicable deadlines hereunder or enable or be deemed to permit a stockholder who has previously submitted notice hereunder to amend or update any nomination or to submit any new nomination.

(d) In addition to the requirements of this Section 2.5 with respect to any nomination proposed to be made at a meeting, each Proposing Person shall comply with all applicable requirements of the Exchange Act with respect to any such nominations.

(e) No candidate shall be eligible for nomination as a director of the corporation unless such candidate for nomination and the Nominating Person seeking to place such candidate's name in nomination has complied with Section 2.4 and this Section 2.5, as applicable. The presiding person at the meeting shall, if the facts warrant, determine that a nomination was not properly made in accordance with Section 2.4 or this Section 2.5, and if he or she should so determine, he or she shall so declare such determination to the meeting, the defective nomination shall be disregarded and any ballots cast for the candidate in question (but in the case of any form of ballot listing other qualified nominees, only the votes cast for the nominee in question) shall be void and of no force or effect.

(f) Notwithstanding anything in these bylaws to the contrary, no candidate for nomination by a Nominating Person shall be eligible to be seated as a director of the corporation unless nominated and elected in accordance with Section 2.4 and this Section 2.5.

2.6 Special Meetings. Special meetings of the stockholders may be called for any purpose or purposes, unless otherwise prescribed by statute or by the certificate of incorporation, by the Secretary only at the request of the Chairman of the Board of Directors, the Chief Executive Officer, the President of the Corporation, or by a resolution duly adopted by the affirmative vote of a majority of the Board of Directors. Such request shall state the purpose or purposes of the proposed meeting. Business transacted at any special meeting shall be limited to the matters relating to the purpose or purposes stated in the notice of meeting. Except as otherwise restricted by the certificate of incorporation or applicable law, the Board of Directors may postpone, reschedule or cancel any special meeting of stockholders.

2.7 Notice of Meetings. Except as otherwise provided by law, the certificate of incorporation or these bylaws, written notice of each meeting of stockholders, annual or special, stating the place, if any, date and time of the meeting, the means of remote communications, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such meeting, and, in the case of a special meeting, the purpose or purposes for which such special meeting is called, shall be given to each stockholder entitled to vote at such meeting not less than ten (10) nor more than sixty (60) days before the date of the meeting.

2.8 List of Stockholders. The officer in charge of the stock ledger of the corporation or the transfer agent shall prepare and make, at least ten (10) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, for a period of at least ten (10) days prior to the meeting, (a) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting, or (b) during ordinary business hours, at the principal place of business of the corporation. If the meeting is to be held at a place, then the list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present. If the meeting is to be held solely by means of remote communication, then the list shall also be open to the examination of any stockholder during the whole time of the meeting on a reasonably accessible electronic network, and the information required to gain access to such list shall be provided with the notice of the meeting.

2.9 Organization and Conduct of Business. The Chairman of the Board of Directors or, in his or her absence, the Chief Executive Officer or President of the corporation or, in their absence, such person as the Board of Directors may have designated or, in the absence of such a person, such person as may be chosen by the holders of a majority of the shares entitled to vote who are present, in person or by proxy, shall call to order any meeting of the stockholders and act as chairman of the meeting. In the absence of the Secretary of the corporation, the secretary of the meeting shall be such person as the chairman of the meeting appoints.

The chairman of any meeting of stockholders shall determine the order of business and the procedure at the meeting, including such regulation of the manner of voting and the conduct of discussion as seems to him or her in order.

2.10 Quorum. Except where otherwise provided by law or the certificate of incorporation of the corporation or these bylaws, the holders of a majority of the voting power of the capital stock issued and outstanding and entitled to vote, present in person or represented by proxy, shall constitute a quorum for the transaction of business at all meetings of the stockholders.

2.11 Adjournments. The chairperson of the meeting or a majority of the stockholders present in person or represented by proxy at the meeting and entitled to vote, though less than a quorum, or any officer entitled to preside at such meeting, shall be entitled to adjourn such meeting from time to time, without notice other than announcement at the meeting. When a meeting is adjourned to another place, date or time, notice need not be given of the adjourned meeting if the place, date and time thereof are announced at the meeting at which the adjournment is taken; *provided, however*, that if the date of any adjourned meeting is more than thirty (30) days after the date for which the meeting was originally noticed, or if a new record date is fixed for the adjourned meeting, written notice of the place, if any, date, time and means of remote communications, if any, of the adjourned meeting shall be given in conformity herewith. At any adjourned meeting, any business may be transacted that might have been transacted at the original meeting.

2.12 Voting Rights. Unless otherwise provided in the DGCL or the certificate of incorporation of the corporation, each stockholder shall at every meeting of the stockholders be entitled to one vote for each share of the capital stock having voting power held by such stockholder. No holder of shares of the corporation's common stock shall have the right to cumulative votes.

2.13 Majority Vote. When a quorum is present at any meeting, the vote of the holders of a majority of the votes cast shall decide any question brought before such meeting, unless the question is one upon which by express provision of an applicable statute or of the certificate of incorporation of the corporation or of these bylaws, or of the rules of any a stock exchange upon which the corporation's securities are listed, a different vote is required, in which case such express provision shall govern and control the decision of such question.

2.14 Record Date for Stockholder Notice and Voting. For purposes of determining the stockholders entitled to notice of, or to vote at, any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any right in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a

record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of any such meeting nor more than sixty (60) days before any other action to which the record date relates. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; *provided, however*, that the Board of Directors may fix a new record date for the adjourned meeting. If the Board of Directors does not so fix a record date, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the business day next preceding the day on which notice is given or, if notice is waived, at the close of business on the business day next preceding the day on which the meeting is held. The record date for determining stockholders for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating to such purpose.

2.15 Proxies. Each stockholder entitled to vote at a meeting of stockholders may authorize another person or persons to act for such stockholder by proxy, but no such proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period. All proxies must be filed with the Secretary of the corporation at the beginning of each meeting in order to be counted in any vote at the meeting. Subject to the limitation set forth in the first sentence of this Section 2.15, a duly executed proxy that does not state that it is irrevocable shall continue in full force and effect unless (a) revoked by the person executing it, before the vote pursuant to that proxy, by a writing delivered to the corporation stating that the proxy is revoked or by a subsequent proxy executed by, or attendance at the meeting and voting in person by, the person executing the proxy, or (b) written notice of the death or incapacity of the maker of that proxy is received by the corporation before the vote pursuant to that proxy is counted.

2.16 Inspectors of Election. The corporation shall, in advance of any meeting of stockholders, appoint one or more inspectors of election to act at the meeting and make a written report thereof. The corporation may designate one or more persons to act as alternate inspectors to replace any inspector who fails to act. If no inspector or alternate is able to act at a meeting of stockholders, the person presiding at the meeting shall appoint one or more inspectors to act at the meeting. Each inspector, before entering upon the discharge of his or her duties, shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of his or her ability.

2.17 No Action Without a Meeting. No action shall be taken by the stockholders except at an annual or special meeting of stockholders called and noticed in the manner required by these bylaws. The stockholders may not in any circumstance take action by written consent.

ARTICLE 3

Directors

3.1 Number, Election, Tenure and Qualifications. Subject to the rights of the holders of any series of Preferred Stock to elect additional directors under specified circumstances, the number of directors shall be fixed from time to time exclusively by the board of directors pursuant to a resolution adopted by a majority of the Whole Board. The directors, other than those who may be elected by the holders of any series of Preferred Stock under specified

circumstances, shall be divided into three classes, with the term of office of the first class to expire at the corporation's first annual meeting of stockholders following the adoption of the certificate of incorporation (the "***Effective Time***"), the term of office of the second class to expire at the corporation's second annual meeting of stockholders following the Effective Time, and the term of office of the third class to expire at the corporation's third annual meeting of stockholders following the Effective Time, with each director to hold office until his or her successor shall have been duly elected and qualified. The board of directors is authorized to assign members of the board already in office at the Effective Time to such classes as it determines. At each annual meeting of stockholders, (a) directors elected to succeed those directors whose terms expire shall be elected for a term of office to expire at the third succeeding annual meeting of stockholders after their election, with each director to hold office until his or her successor shall have been duly elected and qualified; and (b) if authorized by a resolution of the board of directors, directors may be elected to fill any vacancy on the board of directors, regardless of how such vacancy shall have been created.

3.2 Director Nominations. At each annual meeting of the stockholders, directors shall be elected by a plurality of votes cast for that class of directors whose terms are then expiring, except as otherwise provided in this Section 3.2, and each director so elected shall hold office until such director's successor is duly elected and qualified or until such director's earlier resignation, removal, death, or incapacity.

Notwithstanding the previous sentence, if a majority of the votes cast for a director are marked "against" or "withheld" in an uncontested election, the director shall promptly tender his or her irrevocable resignation for the Board of Directors' or the Nominating and Governance Committee's consideration. If such director's resignation is accepted by the Board of Directors or the Nominating and Governance Committee, then the Board of Directors or the Nominating and Governance Committee, in its sole discretion, may fill the resulting vacancy in accordance with the provisions of this Section 3.2 or may decrease the size of the Board of Directors in accordance with the provisions of Section 3.1.

3.3 Enlargement and Vacancies. Except as otherwise provided by the certificate of incorporation, subject to the rights of the holders of any series of preferred stock then outstanding, newly created directorships resulting from any increase in the authorized number of directors or any vacancies in the Board of Directors resulting from death, resignation, retirement, disqualification, removal from office or other cause shall, unless otherwise determined by the Board of Directors, be filled solely by a majority vote of the directors then in office, although less than a quorum, or by a sole remaining director. If there are no directors in office, then an election of directors may be held in the manner provided by statute. Directors chosen pursuant to any of the foregoing provisions shall hold office until the next annual election at which the term of the class to which he or she has been elected expires and until such director's successor is duly elected and qualified or until such director's earlier resignation or removal. In the event of a vacancy in the Board of Directors, the remaining directors, except as otherwise provided by law, or by the certificate of incorporation or the bylaws of the corporation, may exercise the powers of the full board until the vacancy is filled.

3.4 Resignation and Removal. Any director may resign at any time upon written notice to the corporation at its principal place of business addressed to the attention of the Chief Executive Officer, the Secretary, the Chairman of the Board of Directors or the Chair of the Nominating and Corporate Governance Committee of the Board of Directors, who shall in turn notify the full Board of Directors (although failure to provide such notification to the full Board of Directors shall not impact the effectiveness of such resignation). Such resignation shall be effective upon receipt of such notice by one of the individuals designated above unless the notice specifies such resignation to be effective at some other time or upon the happening of some other event. Any director or the entire Board of Directors may be removed, but only for cause, by the holders of not less than sixty-six and two-thirds percent (66-2/3%) of the voting power of the capital stock issued and outstanding then entitled to vote at an election of directors.

3.5 Powers. The business of the corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute or by the certificate of incorporation of the corporation or by these bylaws directed or required to be exercised or done by the stockholders.

3.6 Chairman of the Board of Directors. The directors shall elect a Chairman of the Board of Directors and may elect a Vice Chair of the Board, each to hold such office until their successor is elected and qualified or until their earlier resignation or removal. In the absence or disability of the Chairman of the Board of Directors, the Vice Chair of the Board, if one has been elected, or another director designated by the Board of Directors, shall perform the duties and exercise the powers of the Chairman of the Board of Directors. The Chairman of the Board of Directors of the corporation shall if present preside at all meetings of the stockholders and the Board of Directors and shall have such other duties as may be vested in the Chairman of the Board of Directors by the Board of Directors. The Vice Chair of the Board of the corporation shall have such duties as may be vested in the Vice Chair of the Board by the Board of Directors.

3.7 Place of Meetings. The Board of Directors may hold meetings, both regular and special, either within or without the State of Delaware.

3.8 Regular Meetings. Regular meetings of the Board of Directors may be held without notice at such time and place as may be determined from time to time by the Board of Directors; *provided, however*, that any director who is absent when such a determination is made shall be given prompt notice of such determination.

3.9 Special Meetings. Special meetings of the Board of Directors may be called by the Chairman of the Board of Directors, the Chief Executive Officer, or by the written request of a majority of the directors then in office. Notice of the time and place, if any, of special meetings shall be delivered personally or by telephone to each director, or sent by first-class mail or commercial delivery service, facsimile transmission, or by electronic mail or other electronic means, charges prepaid, sent to such director's business or home address or email address, as applicable, as they appear upon the records of the corporation. In case such notice is mailed, it shall be deposited in the United States mail at least three (3) days prior to the time of holding of the meeting. In case such notice is delivered personally or by telephone or by commercial delivery service, facsimile transmission, or electronic mail or other electronic means, it shall be so delivered at least twenty-four (24) hours prior to the time of the holding of the meeting. A notice or waiver of notice of a meeting of the Board of Directors need not specify the purposes of the meeting.

3.10 Quorum, Action at Meeting, Adjournments. At all meetings of the Board of Directors, a majority of directors then in office, shall constitute a quorum for the transaction of business and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by law, as it presently exists or may hereafter be amended, or by the bylaws of the corporation. If a quorum shall not be present at any meeting of the Board of Directors, a majority of the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

3.11 Action Without Meeting. Unless otherwise restricted by the certificate of incorporation of the corporation or these bylaws, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all members of the Board of Directors or committee, as the case may be, consent thereto in writing or by electronic transmission, and the writing or writings or electronic transmission or transmissions are filed with the minutes of proceedings of the Board of Directors or committee.

3.12 Telephone Meetings. Unless otherwise restricted by the certificate of incorporation of the corporation or these bylaws, any member of the Board of Directors or any committee thereof may participate in a meeting of the Board of Directors or of any committee, as the case may be, by means of conference telephone or by any form of communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at the meeting.

3.13 Committees. The Board of Directors may, by resolution, designate one or more committees, each committee to consist of one or more of the directors of the corporation. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members present at any meeting and not disqualified from voting, whether or not the member or members present constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent provided in the resolution of the Board of Directors, shall have and may exercise all of the lawfully delegated powers and authority of the Board of Directors in the management of the business and affairs of the corporation, and may authorize the seal of the corporation to be affixed to all papers which may require it. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board of Directors. Except as the Board of Directors may otherwise determine, any committee may make rules for the conduct of its business, but unless otherwise provided by the directors or in such rules, its business shall be conducted as nearly as possible in the same manner as is provided in these bylaws for the conduct of its business by the Board of Directors.

3.14 Fees and Compensation of Directors. The Board of Directors shall have the authority to fix the compensation of directors.

ARTICLE 4

Officers

4.1 Officers Designated. The officers of the corporation shall be chosen by the Board of Directors and shall be a Chief Executive Officer, a President, a Secretary and a Chief Financial Officer. The Board of Directors may also choose a Treasurer, one or more Vice Presidents, and one or more assistant Secretaries or assistant Treasurers. Any number of offices may be held by the same person, unless the certificate of incorporation of the corporation or these bylaws otherwise provide.

4.2 Election. The Board of Directors shall choose a Chief Executive Officer, a President, a Secretary and a Chief Financial Officer. Other officers may be appointed by the Board of Directors or may be appointed by the Chief Executive Officer pursuant to a delegation of authority from the Board of Directors.

4.3 Tenure. Each officer of the corporation shall hold office until such officer's successor is appointed and qualified, unless a different term is specified in the vote choosing or appointing such officer, or until such officer's earlier death, resignation, removal or incapacity. Any officer appointed by the Board of Directors or by the Chief Executive Officer may be removed with or without cause at any time by the affirmative vote of a majority of the Board of Directors or a committee duly authorized to do so. Any vacancy occurring in any office of the corporation may be filled by the Board of Directors, at its discretion. Any officer may resign by delivering such officer's written resignation to the corporation at its principal place of business to the attention of the Chief Executive Officer or the Secretary. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event.

4.4 The Chief Executive Officer. Subject to such supervisory powers, if any, as may be given by the Board of Directors to the Chairman of the Board of Directors, in the absence of the Chairman of the Board of Directors, the Chief Executive Officer shall preside at all meetings of the stockholders and at all meetings of the Board of Directors, shall have general and active management of the business of the corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. He or she shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the corporation.

4.5 The President. The President shall, in the event there is no Chief Executive Officer or in the absence of the Chief Executive Officer or in the event of his or her disability, perform the duties of the Chief Executive Officer, and when so acting, shall have the powers of and be subject to all the restrictions upon the Chief Executive Officer. The President shall perform such other duties and have such other powers as may from time to time be prescribed for such person by the Board of Directors, the Chief Executive Officer, or these bylaws.

4.6 The Vice President. The Vice President, if any (or in the event there be more than one, the Vice Presidents in the order designated by the directors, or in the absence of any designation, in the order of their election), shall, in the absence of the President or in the event of his or her disability or refusal to act, perform the duties of the President, and when so acting, shall have the powers of and be subject to all the restrictions upon the President. The Vice President(s) shall perform such other duties and have such other powers as may from time to time be prescribed for them by the Board of Directors, the Chief Executive Officer, the President, or these bylaws.

4.7 The Secretary. The Secretary shall attend all meetings of the Board of Directors and the stockholders and record all votes and the proceedings of the meetings in a book to be kept for that purpose and shall perform like duties for the standing committees, when required. The Secretary shall give, or cause to be given, notice of all meetings of stockholders and special meetings of the Board of Directors, and shall perform such other duties as may from time to time be prescribed by the Board of Directors, the Chairman of the Board of Directors or the Chief Executive Officer, under whose supervision he or she shall act. The Secretary shall sign such instruments on behalf of the corporation as the Secretary may be authorized to sign by the Board of Directors or by law and shall countersign, attest and affix the corporate seal to all certificates and instruments where such countersigning or such sealing and attesting are necessary to their true and proper execution. The Secretary shall keep, or cause to be kept, at the principal executive office or at the office of the corporation's transfer agent or registrar, as determined by resolution of the Board of Directors, a share register, or a duplicate share register, showing the names of all stockholders and their addresses, the number and classes of shares held by each, the number and date of certificates issued for the same and the number and date of cancellation of every certificate surrendered for cancellation.

4.8 The Assistant Secretary. The Assistant Secretary, or if there be more than one, any Assistant Secretaries in the order designated by the Board of Directors (or in the absence of any designation, in the order of their election) shall assist the Secretary in the performance of his or her duties and, in the absence of the Secretary or in the event of his or her inability or refusal to act, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as may from time to time be prescribed by the Board of Directors.

4.9 The Chief Financial Officer. The Chief Financial Officer shall be the principal financial officer in charge of the general accounting books, accounting and cost records and forms. The Chief Financial Officer may also serve as the principal accounting officer and shall perform such other duties and have other powers as may from time to time be prescribed by the Board of Directors or the Chief Executive Officer.

4.10 The Treasurer and Assistant Treasurers. The Treasurer (if one is appointed) shall have such duties as may be specified by the Chief Financial Officer to assist the Chief Financial Officer in the performance of his or her duties and to perform such other duties and have other powers as may from time to time be prescribed by the Board of Directors or the Chief Executive Officer. It shall be the duty of any Assistant Treasurers to assist the Treasurer in the performance of his or her duties and to perform such other duties and have other powers as may from time to time be prescribed by the Board of Directors or the Chief Executive Officer.

4.11 Bond. If required by the Board of Directors, any officer shall give the corporation a bond in such sum and with such surety or sureties and upon such terms and conditions as shall be satisfactory to the Board of Directors, including without limitation a bond for the faithful performance of the duties of such officer's office and for the restoration to the corporation of all books, papers, vouchers, money and other property of whatever kind in such officer's possession or under such officer's control and belonging to the corporation.

4.12 Delegation of Authority. The Board of Directors may from time to time delegate the powers or duties of any officer to any other officers or agents, notwithstanding any provision hereof.

ARTICLE 5

Notices

5.1 Delivery. Whenever, under the provisions of law, or of the certificate of incorporation of the corporation or these bylaws, written notice is required to be given to any director or stockholder, such notice may be given by mail, addressed to such director or stockholder, at such person's address as it appears on the records of the corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail or delivered to a nationally recognized courier service. Unless written notice by mail is required by law, written notice may also be given by commercial delivery service, facsimile transmission, electronic means or similar means addressed to such director or stockholder at such person's address as it appears on the records of the corporation, in which case such notice shall be deemed to be given when delivered into the control of the persons charged with effecting such transmission, the transmission charge to be paid by the corporation or the person sending such notice and not by the addressee. Oral notice or other in-hand delivery, in person or by telephone, shall be deemed given at the time it is actually given.

5.2 Waiver of Notice. Whenever any notice is required to be given under the provisions of law or of the certificate of incorporation of the corporation or of these bylaws, a written waiver, signed by the person entitled to notice, or a waiver by electronic transmission by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the stockholders, directors or members of a committee of directors need be specified in any written waiver of notice or any waiver by electronic transmission unless so required by the certificate of incorporation or these bylaws.

ARTICLE 6

Indemnification of Directors and Officers

6.1 Right to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit, or proceeding, whether civil, criminal, administrative, or investigative (hereinafter a "***proceeding***"), by reason of the fact that he or she is or was a director or an officer of the corporation or is or was serving at the request of the corporation as a director, officer or trustee of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter an "***indemnitee***"), whether the basis of such proceeding is alleged action in an official capacity as a director, officer, or trustee or in any other capacity while serving as a director, officer, or trustee, shall be indemnified and held harmless by the corporation to the fullest extent permitted by Delaware law, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than such law permitted the corporation to provide prior to such amendment), against all expense, liability, and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties, and amounts paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith; provided, however, that, except as provided in Section 6.3 of this Article 6 with respect to proceedings to enforce rights to indemnification, the corporation shall indemnify any such indemnitee in connection with a proceeding (or part thereof) initiated by such indemnitee only if such proceeding (or part thereof) was authorized by the Board of Directors of the corporation.

6.2 Right to Advancement of Expenses. In addition to the right to indemnification conferred in Section 6.1 of this Article 6, an indemnitee shall also have the right to be paid by the corporation the expenses (including attorney's fees) incurred in defending any such proceeding in advance of its final disposition (hereinafter an "***advancement of expenses***"); provided, however, that, if the DGCL requires, an advancement of expenses incurred by an indemnitee in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such indemnitee, including, without limitation, service to an employee benefit plan) shall be made only upon delivery to the corporation of an undertaking (hereinafter an "***undertaking***"), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a "***final adjudication***") that such indemnitee is not entitled to be indemnified for such expenses under this Section 6.2 or otherwise.

Notwithstanding the foregoing, unless such right is acquired other than pursuant to this Article 6, no advance shall be made by the corporation to an officer of the corporation (except by reason of the fact that such officer is or was a director of the corporation, in which event this paragraph shall not apply) in any action, suit, or proceeding, whether civil, criminal, administrative, or investigative, if a determination is reasonably and promptly made (a) by the Board of Directors by a majority vote of the Disinterested Directors, even though less than a quorum, or (b) by a committee of Disinterested Directors designated by majority vote of the Disinterested Directors, even though less than a quorum, or (c) if there are no Disinterested Directors or the Disinterested Directors so direct, by independent legal counsel in a written opinion to the Board of Directors, a copy of which shall be delivered to the claimant, that the facts known to the decision-making party at the time such determination is made demonstrate clearly and convincingly that such person acted in bad faith or in a manner that such person did not believe to be in or not opposed to the best interests of the corporation.

6.3 Right of Indemnitee to Bring Suit. If a claim under Section 6.1 or 6.2 of this Article 6 is not paid in full by the corporation within 60 days after a written claim has been received by the corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be 20 days, the indemnitee may at any time thereafter bring suit against the corporation to recover the unpaid amount of the claim. To the fullest extent permitted by law, if successful in whole or in part in any such suit, or in a suit brought by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (a) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (b) in any suit brought by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met any applicable standard for indemnification set forth in the DGCL. Neither the failure of the corporation (including its directors who are not parties to such action, a committee of such directors, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the DGCL, nor an actual determination by the corporation (including its directors who are not parties to such action, a committee of such directors, independent legal counsel, or its stockholders) that the indemnitee has not met such applicable standard of conduct, shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense to such suit. In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder, or brought by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this Article 6 or otherwise shall be on the corporation.

6.4 Non-Exclusivity of Rights. The rights to indemnification and to the advancement of expenses conferred in this Article 6 shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, the corporation's certificate of incorporation, bylaws, agreement, vote of stockholders or directors, or otherwise.

6.5 Insurance. The corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee, or agent of the corporation or another corporation, partnership, joint venture, trust, or other enterprise against any expense, liability, or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability, or loss under the DGCL.

6.6 Indemnification of Employees and Agents of the Corporation. The corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and to the advancement of expenses to any employee or agent of the corporation to the fullest extent of the provisions of this Article with respect to the indemnification and advancement of expenses of directors and officers of the corporation.

6.7 Nature of Rights. The rights conferred upon indemnitees in this Article 6 shall be contract rights and such rights shall continue as to an indemnitee who has ceased to be a director, officer, or trustee and shall inure to the benefit of the indemnitee's heirs, executors, and administrators. Any amendment, alteration, or repeal of this Article 6 that adversely affects any right of an indemnitee or its successors shall be prospective only and shall not limit, eliminate, or impair any such right with respect to any proceeding involving any occurrence or alleged occurrence of any action or omission to act that took place prior to such amendment or repeal.

6.8 Severability. If any word, clause, provision or provisions of this Article 6 shall be held to be invalid, illegal or unenforceable for any reason whatsoever: (a) the validity, legality and enforceability of the remaining provisions of this Article 6 (including, without limitation, each portion of any Section or paragraph of this Article 6 containing any such provision held to be invalid, illegal or unenforceable, that is not itself held to be invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby; and (b) to the fullest extent possible, the provisions of this Article 6 (including, without limitation, each such portion of any Section or paragraph of this Article 6 containing any such provision held to be invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested by the provision held invalid, illegal or unenforceable.

ARTICLE 7

Capital Stock

7.1 Certificates for Shares. The shares of the corporation shall be (a) represented by certificates or (b) uncertificated and evidenced by a book-entry system maintained by or through the corporation's transfer agent or registrar. Certificates shall be signed by, or in the name of the corporation by, any two authorized officers of the corporation. Certificates may be issued for partly paid shares and in such case upon the face or back of the certificates issued to represent any such partly paid shares, the total amount of the consideration to be paid therefor, and the amount paid thereon shall be specified.

Within a reasonable time after the issuance or transfer of uncertificated stock, the corporation shall send or cause to be sent to the registered owner thereof a written notice containing the information required by the DGCL or a statement that the corporation will furnish without charge to each stockholder who so requests the powers, designations, preferences and relative participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights.

7.2 Signatures on Certificates. Any or all of the signatures on a certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

7.3 Transfer of Stock. Upon surrender to the corporation or the transfer agent of the corporation of a certificate of shares duly endorsed or accompanied by proper evidence of succession, assignation or authority to transfer, and proper evidence of compliance of other conditions to rightful transfer, it shall be the duty of the corporation to issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books. Upon receipt of proper transfer instructions and proper evidence of compliance of other conditions to rightful transfer from the registered owner of uncertificated shares, such uncertificated shares shall be canceled and issuance of new equivalent uncertificated shares or certificated shares shall be made to the person entitled thereto and the transaction shall be recorded upon the books of the corporation.

7.4 Registered Stockholders. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Delaware.

7.5 Lost, Stolen or Destroyed Certificates. The corporation may direct that a new certificate or certificates be issued to replace any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed and on such terms and conditions as the corporation may require. When authorizing the issue of a new certificate or certificates, the corporation may, in its discretion and as a condition precedent to the issuance thereof, require the owner of the lost, stolen or destroyed certificate or certificates, or his or her legal representative, to advertise the same in such manner as it shall require, to indemnify the corporation in such manner as it may require, and/or to give the corporation a bond or other adequate security in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

ARTICLE 8

General Provisions

8.1 Dividends. Dividends upon the capital stock of the corporation, subject to any restrictions contained in the DGCL or the provisions of the certificate of incorporation of the corporation, if any, may be declared by the Board of Directors at any regular or special meeting or by unanimous written consent. Dividends may be paid in cash, in property or in shares of capital stock, subject to the provisions of the certificate of incorporation of the corporation.

8.2 Checks. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

8.3 Corporate Seal. The Board of Directors may, by resolution, adopt a corporate seal. The corporate seal shall have inscribed thereon the name of the corporation, the year of its organization and the word “Delaware.” The seal may be used by causing it or a facsimile thereof to be impressed or affixed or otherwise reproduced. The seal may be altered from time to time by the Board of Directors.

8.4 Execution of Corporate Contracts and Instruments. The Board of Directors, except as otherwise provided in these bylaws, may authorize any officer or officers, or agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the corporation; such authority may be general or confined to specific instances. Unless so authorized or ratified by the Board of Directors or within the agency power of an officer, no officer, agent or employee shall have any power or authority to bind the corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or for any amount.

8.5 Representation of Shares of Other Corporations. The Chief Executive Officer, the President or any Vice President, the Chief Financial Officer or the Treasurer or any Assistant Treasurer, or the Secretary or any Assistant Secretary of the corporation is authorized to vote, represent and exercise on behalf of the corporation all rights incident to any and all shares of any corporation or corporations or similar ownership interests of other business entities standing in the name of the corporation. The authority herein granted to said officers to vote or represent on behalf of the corporation any and all shares or similar ownership interests held by the corporation in any other corporation or corporations or other business entities may be exercised either by such officers in person or by any other person authorized so to do by proxy or power of attorney duly executed by said officers.

ARTICLE 9

Forum for Adjudication of Disputes

9.1 Exclusive Forum; Delaware Chancery Court. To the fullest extent permitted by law, and unless the corporation consents in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware (or, if that court lacks subject matter jurisdiction, another federal or state court situated in the State of Delaware), shall be the sole and exclusive forum for (a) any derivative action or proceeding brought in the name or right of the corporation or on its behalf, (b) any action or proceeding asserting a claim for breach of any fiduciary duty owed by any director, officer, employee, agent, or stockholder of the corporation to the corporation or the corporation's stockholders, (c) any action or proceeding arising or asserting a claim arising pursuant to any provision of the DGCL or any provision of the certificate of incorporation or these bylaws or (d) any action or proceeding asserting a claim against a stockholder of the corporation, or (e) any action or proceeding asserting a claim governed by the internal affairs doctrine, including, without limitation, any action to interpret, apply, enforce or determine the validity of the certificate of incorporation or these bylaws. Any person or entity purchasing or otherwise acquiring any interest in shares of capital stock of the corporation shall be deemed to have notice of and consented to the provisions of this Section 9.1.

9.2 Exclusive Forum; Federal District Courts. Unless the corporation consents in writing to the selection of an alternative forum, the federal district courts of the United States shall, to the fullest extent permitted by law, be the sole and exclusive forum for the resolution of any complaint asserting a cause of action under the Securities Act of 1933. Any person or entity purchasing or otherwise acquiring any interest in shares of capital stock of the corporation shall be deemed to have notice of and consented to the provisions of this Section 9.2. Failure to enforce the provisions contained in this Article 9 would cause the corporation irreparable harm, and the corporation shall be entitled to equitable relief, including injunctive relief and specific performance, to enforce the foregoing provisions.

ARTICLE 10

Amendments

Subject to the laws of the State of Delaware, the Board of Directors is expressly authorized to adopt, amend or repeal the bylaws of the corporation, without any action on the part of the stockholders, by the vote of at least a majority of the directors of the corporation then in office. In addition to any vote of the holders of any class or series of stock of the corporation required by the DGCL or the certificate of incorporation of the corporation, the bylaws may also be adopted, amended or repealed by the affirmative vote of the holders of at least sixty-six and two-thirds percent (66-2/3%) of the voting power of the shares of the capital stock of the corporation entitled to vote in the election of directors, voting as one class.

CERTIFICATE OF SECRETARY

I, the undersigned, hereby certify:

(i) that I am a duly elected, acting and qualified Secretary of 1stdibs.com, Inc., a Delaware corporation; and

(ii) that the foregoing bylaws, comprising 23 pages, constitute the bylaws of such corporation as duly adopted by the board of directors of such corporation on _____, 2021, which bylaws became effective _____, 2021.

IN WITNESS WHEREOF, I have hereunto subscribed my name as of the __ day of _____, 2021.

_____

David Rosenblatt, Secretary

Exhibit 4.1

1stDIBS

NUMBER
FD

SHARES

CUSIP 320551 10 4

INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE

SEE REVERSE FOR CERTAIN DEFINITIONS AND LEGENDS

This certifies that

is the record holder of

FULLY PAID AND NONASSESSABLE SHARES OF COMMON STOCK, $0.01 PAR VALUE PER SHARE, OF

1STDIBS.COM, INC.

transferable on the books of the Corporation in person or by duly authorized attorney upon surrender of this Certificate properly endorsed. This Certificate is not valid until countersigned by the Transfer Agent and registered by the Registrar.

WITNESS the facsimile seal of the Corporation and the facsimile signatures of its duly authorized officers.

Dated:

CHIEF EXECUTIVE OFFICER

1STDIBS.COM, INC. CORPORATE SEAL March 16, 2000 DELAWARE

SECRETARY

COUNTERSIGNED AND REGISTERED:
AMERICAN STOCK TRANSFER & TRUST COMPANY, LLC
(BROOKLYN, NY)
TRANSFER AGENT AND REGISTRAR

BY:

AUTHORIZED SIGNATURE

The Corporation shall furnish without charge to each stockholder who so requests a statement of the powers, designations, preferences and relative, participating, optional or other special rights of each class of stock of the Corporation or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights. Such requests shall be made to the Corporation's Secretary at the principal office of the Corporation.

KEEP THIS CERTIFICATE IN A SAFE PLACE. IF IT IS LOST, STOLEN, OR DESTROYED THE CORPORATION WILL REQUIRE A BOND INDEMNITY AS A CONDITION TO THE ISSUANCE OF A REPLACEMENT CERTIFICATE.

The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	– as tenants in common	UNIF GIFT MIN ACT	– ..... Custodian ..... (Cust) (Minor) under Uniform Gifts to Minors Act..... (State)
TEN ENT	– as tenants by the entireties		
JT TEN	– as joint tenants with right of survivorship and not as tenants in common		
COM PROP	– as community property	UNIF TRF MIN ACT	– ..... Custodian (until age .....) (Cust) ..... under Uniform Transfers (Minor) to Minors Act..... (State)

Additional abbreviations may also be used though not in the above list.

FOR VALUE RECEIVED, _____ hereby sell(s), assign(s) and transfer(s) unto

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF ASSIGNEE

_____

(PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS, INCLUDING ZIP CODE, OF ASSIGNEE)

_____

_____

_____

_____ shares

of the capital stock represented by within Certificate, and do hereby irrevocably constitute and appoint

_____

_____ attorney-in-fact

to transfer the said stock on the books of the within named Corporation with full power of the substitution in the premises.

Dated _____

X _____

_____

X _____

_____

Signature(s) Guaranteed:

NOTICE: THE SIGNATURE TO THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME AS WRITTEN UPON THE FACE OF THE CERTIFICATE IN EVERY PARTICULAR, WITHOUT ALTERATION OR ENLARGEMENT OR ANY CHANGE WHATSOEVER.

By _____

THE SIGNATURE(S) SHOULD BE GUARANTEED BY AN ELIGIBLE GUARANTOR INSTITUTION, (BANKS, STOCKBROKERS, SAVINGS AND LOAN ASSOCIATIONS AND CREDIT UNIONS WITH MEMBERSHIP IN AN APPROVED SIGNATURE GUARANTEE MEDALLION PROGRAM), PURSUANT TO S.E.C. RULE 17Ad-15. GUARANTEES BY A NOTARY PUBLIC ARE NOT ACCEPTABLE. SIGNATURE GUARANTEES MUST NOT BE DATED.

Exhibit 10.1

JSM ASSOCIATES I LLC,

LANDLORD

AND

1STDIBS.COM, INC.,

TENANT

LEASE

DATED: as of October 8, 2013

Premises: Entire 3rd Floor
51 Astor Place
New York, New York 10003

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INDEX OF DEFINED TERMS

INDENTURE OF LEASE (this "Lease") made as of this 8th day of October, 2013, by and between **JSM ASSOCIATES I LLC**, a Delaware limited liability company having an office do Edward J. Minskoff Equities, Inc., 1325 Avenue of the Americas, New York, New York 10019 (hereinafter referred to as "Landlord"), and **1STDIBS.COM, INC.**, a Delaware corporation having an office at 156 Fifth Avenue, New York, New York 10010 (hereinafter referred to as "Tenant").

W I T N E S S E T H :

ARTICLE 1

BASIC LEASE PROVISIONS; DEMISE OF PREMISES

Section 1.01 For the purposes of this Lease (including all of the schedules, riders and exhibits, if any, annexed to this Lease), the terms set forth below shall have the definitions that immediately follow such terms, and such definitions are hereby incorporated into this Lease wherever used:

Base Operating Year—The "Base Operating Year" shall mean the calendar year 2014.

Base Tax Amount—The "Base Tax Amount" shall be $4,951,057.50.

Commencement Date — The "Commencement Date" shall mean the date set forth in Subsection 2.01A below.

Demised Premises — The "Demised Premises" shall mean the entire rentable area of the 3rd floor in the Building as shown on the hatched portion of the plan annexed hereto as Exhibit "A" and made a part hereof.

Designated Broker — The "Designated Broker" shall mean, collectively, Jones Lang LaSalle Brokerage, Inc., and Newmark Grubb Knight Frank.

Expiration Date — The "Expiration Date" shall mean the date set forth in Subsection 2.01B below.

Fixed Rent — The "Fixed Rent" shall be:

(i) during the period beginning on the Rent Commencement Date and continuing through and including the last day of twenty-second (22nd) calendar month immediately following the Rent Commencement Date (the "First Rent Period"; it being agreed for the avoidance of doubt that, if the Rent Commencement Date shall be January 1, 2015, then the last day of the First Rent Period shall be October 31, 2016), Three Million Two Hundred Thirty Thousand Seven Hundred Forty-Eight Dollars ($3,230,748.00) Dollars per annum, to be paid by Tenant in equal monthly installments of $269,229.00 each;

(ii) during the period beginning on the day immediately following the expiration of the First Rent Period and continuing through and including the last day of the thirty-sixth (36th) calendar month occurring thereafter (the "Second Rent Period"), Three Million Five Hundred Thirty Thousand Five Hundred Ninety-Five and 20/100 ($3,530,595.20) Dollars per annum, to be paid by Tenant in equal monthly installments of $294,216.27 each;

(iii) during the period beginning on the day immediately following the expiration of the Second Rent Period and continuing through and including the last day of the sixtieth (60th) calendar month occurring thereafter (the "Third Rent Period"), Three Million Seven Hundred Fifty-Five Thousand Two Hundred Sixty-Nine and 44/100 ($3,755,269.44) Dollars per annum, to be paid by Tenant in equal monthly installments of $312,939.12 each; and

(iv) during the period beginning on the day immediately following the expiration of the Third Rent Period and continuing through and including the Expiration Date, Three Million Nine Hundred Sixty-Eight Thousand One Hundred Eighteen and 72/100 ($3,968,118.72) Dollars per annum, to be paid by Tenant in equal monthly installments of $330,676.56 each.

Lease Term — The "Lease Term" shall mean the period of years (and/or portions thereof) that this Lease shall be in effect, commencing on the Commencement Date and ending on the Expiration Date, unless sooner terminated as provided in this Lease or by law.

Reutable Square Feet — The term "Rentable Square Feet" shall refer to the number of rentable square feet in the Demised Premises, and shall be deemed to be 42,232 rentable square feet, as agreed to by Landlord and Tenant following Tenant's inspection of (or opportunity to inspect) the Demised Premises. For the purposes of this Lease, Landlord and Tenant agree that: (i) the office space portion of the Building shall be deemed to contain 287,672 rentable square feet (the "Office Space"), (ii) the educational space portion of the Building (i.e., the entire 2nd floor of the Building and a portion of the ground floor) shall be deemed to contain 55,368 rentable square feet (the "Educational Space"), (iii) the retail space portion of the Building shall be deemed to contain 23,705 rentable square feet (the "Retail Space"), and (iv) the Office Space, Educational Space and Retail Space shall be deemed to contain 366,745 rentable square feet in the aggregate.

Security Deposit Amount— The "Security Deposit Amount" shall mean (subject to the provisions of Article 33 below) Five Million ($5,000,000.00) Dollars.

Tenant's Operating Share — The term "Tenant's Operating Share" shall mean 14.6806%, for so long as Landlord shall own the entire Building. If a portion or portions of the Building (but not the entire Building) shall be sold, transferred or conveyed, then Tenant's Operating Share shall be changed to that percentage which shall be equal to a fraction, the numerator of which shall be the Rentable Square Feet, and the denominator of which shall be the aggregate rentable square feet of that portion of the Building owned by Landlord at such time (and from time to time), as determined by Landlord's architect.

Tenant's Tax Share — The term "Tenant's Tax Share" shall mean 11.5154%, for so long as Landlord shall own the entire Building. If a portion or portions of the Building (but not the entire Building) shall be sold, transferred or conveyed, then Tenant's Tax Share shall be changed to that percentage which shall be equal to a fraction, the numerator of which shall be the Rentable Square Feet, and the denominator of which shall be the aggregate rentable square feet that portion of the Building owned by Landlord at such time (and from time to time), as determined by Landlord's architect.

Section 1.02 Tenant acknowledges and agrees that none of the definitions and agreements contained in Section 1.01 above (including the definitions of Rentable Square Feet, Tenant's Operating Share and Tenant's Tax Share) shall be construed as or deemed to be a representation or warranty by Landlord concerning (i) the actual size of the Demised Premises or the Building (or any portions thereof), or (ii) the actual ratio in size between the Demised Premises and the Building (or any portions thereof). For the purpose of computing Tenant's obligations under this Lease, and for so long as Landlord shall own the entire Building, neither Tenant's Operating Share nor Tenant's Tax Share shall be modified due to a remeasurement of the Demised Premises and/or the Building (unless such remeasurement reflects a physical change to the Demise Premises and/or the Building, as applicable).

Section 1.03 Landlord hereby leases to Tenant, and Tenant hereby hires from Landlord, the Demised Premises for the Lease Term, and for the Fixed Rent and additional rent herein reserved, and subject to all of the covenants, agreements, terms, conditions, limitations, reservations and provisions hereinafter set forth.

ARTICLE 2

COMMENCEMENT OF LEASE TERM

Section 2.01

A. The term of this Lease shall commence on the date (the "Commencement Date") that Tenant's Work shall be substantially completed (as such term is defined in Subsection 2.02D below).

B. The term of this Lease shall expire at noon on December 31, 2029 (the "Expiration Date"), or shall end on such earlier date upon which such term may expire or be cancelled or terminated pursuant to the provisions of this Lease or by law.

C. Promptly following the Commencement Date, Landlord and Tenant shall execute and deliver a supplementary agreement (in the form annexed hereto as Exhibit "B", and pertaining to the matters set forth therein) setting forth the dates of the Commencement Date, the Rent Commencement Date and the Expiration Date, but the failure to so execute or deliver said supplementary agreement shall not in any way reduce Tenant's obligations or Landlord's rights under this Lease.

Section 2.02

A. Provided that Landlord shall have substantially completed Tenant's Work, and subject to Landlord's obligation to complete any punch list items and to Landlord's obligation to correct any latent defects in Tenant's Work (with the cost to perform each such obligation being part of the Work Cost), Tenant agrees to accept possession of the Demised Premises in its "as is" and "where is" condition on the Commencement Date. Tenant acknowledges that, except for the Additional Bathroom (which Landlord agrees to install during the performance of Tenant's Work), Landlord has, at Landlord's expense, fully performed the work described in Exhibit "C", which is annexed hereto and made a part hereof ("Landlord's Work"). Landlord represents to Tenant that, except for the Additional Bathroom, Landlord's Work has already been completed in compliance with all applicable Legal Requirements (including the Disabilities Act). The Additional Bathroom will also be completed by Landlord in compliance with all applicable Legal Requirements (including the Disabilities Act).

B. Promptly following the date that Landlord shall have received Approved Plans, Landlord shall commence the performance of, and thereafter perform with reasonable diligence, the work in and to the Demised Premises as described in the Work Letter (the "Work Letter") attached hereto and made a part hereof as Exhibit "J", using materials, standards and finishes of a quality, quantity, color and design provided for by, and otherwise in the manner and in accordance with the standards set forth in, the Work Letter ("Tenant's Work"). The cost to perform Tenant's Work shall be as set forth in the Work Letter. It shall be Tenant's obligation, at Tenant's own cost and expense (subject, however, to inclusion within Tenant's Work Cost), to hire an expediter in connection with the performance of Tenant's Work, who shall be responsible for the application to obtain, and the filing of, all governmental permits required to proceed with the performance of Tenant's Work. Landlord shall cause Tenant's Work to be completed in compliance with all applicable Legal Requirements (including the Disabilities Act). All materials, work, labor, fixtures and installations required for completion of the Demised Premises and the operation of Tenant's business thereat, other than Tenant's Work, shall (subject to the provisions of Article 5 below) be promptly furnished and performed by Tenant, at Tenant's own cost and expense.

C. Landlord and Tenant acknowledge and agree that, in order to expedite the build-out of the Demised Premises in as efficient a manner as possible, Landlord and Tenant intend to perform portions of Landlord's Work and Tenant's Installations contemporaneously. Subject to the provisions of Subparagraph 5.02E below, Tenant shall have a reasonable right of access to the Demised Premises prior to the Commencement Date for the performance of Tenant's Installations therein, and Tenant's utilization of such access shall not deem be deemed to be Tenant's acceptance of possession of the Demised Premises. Landlord and Tenant further acknowledge and agree that, in order to maximize such efficiency, Landlord and Tenant shall each use commercially reasonable efforts to cooperate with the other in the scheduling and performance of each party's respective work. Notwithstanding the foregoing, in the event that, after using such efforts to cooperate with each other, any conflicts in the scheduling and/or performance of each party's respective work shall remain, Landlord's scheduling and performance of Tenant's Work shall take precedence over Tenant's scheduling and performance of Tenants Installations. Nothing in this Subsection 2.02C shall constitute, nor shall it be construed as, any diminution of the requirements and conditions set forth in Subsection 5.02E governing Tenant's access to the Demised Premises prior to the Commencement Date.

D. As used herein, the term "substantially completed" shall mean, with respect to Tenant's Work, the occurrence of Substantial Completion (as such term is defined in the Work Letter), other than any work that, under good construction practice, is dependent on the completion of Tenant's Installations (or some portion thereof), except for minor details of construction, decoration and mechanical adjustments, if any, the non-completion of which does not interfere (except to a de minimis extent) with Tenant's use of the Demised Premises for the ordinary conduct of Tenant's business (collectively, "punch list items"), it being agreed that Landlord shall nevertheless complete the punch list items within ninety (90) days thereafter (subject to an extension of such time period, if necessary, by reason of Force Majeure), except if and to the extent such punch list items are dependent on completion of Tenant's Installations, or some portion thereof, following the completion of Tenant's Installations, as applicable. For the avoidance of doubt, in order for Tenant's Work to be deemed substantially completed, all systems and equipment serving the Demised Premises shall be in working order (subject to punch list items).

Section 2.03 Except as hereinafter expressly provided, if Landlord shall be unable to give possession of the Demised Premises on any particular or estimated date by reason of the fact that the Demised Premises are not ready for occupancy, or for any other reason, then Landlord shall not be subjected to any liability for the failure to give possession on said date. Except as hereinafter expressly provided, no such failure to give possession on such specific date shall affect the validity of this Lease or the obligations of Tenant hereunder or be deemed to extend the Lease Term. It is Landlord's intention to substantially complete Tenant's Work on or before the 136th day (the "Penally Date") following the date that the Approved Plans shall have been submitted to Landlord. If the substantial completion of Tenant's Work shall be delayed as a result of Force Majeure or Tenant's Delay, then the Penalty Date shall be deemed postponed one day for each day of such Force Majeure or Tenant's Delay. If the delay in the substantial completion of Tenant's Work shall not have been caused by Force Majeure or Tenant's Delay, then Landlord shall not be subject to any liability for any delay in such substantial completion, but, as Tenant's sole remedy in connection therewith (subject to the provisions of the immediately following sentences), the Rent Concession Period shall be extended one day for each day after the Penalty Date that Tenant's Work is not substantially completed until the date that Tenant's Work shall have been substantially completed. If Tenant's Work shall not be substantially completed by on or before the 153rd day (the "Outside Date") following the Penalty Date, and if the delay in the substantial completion of Tenant's Work shall not have been caused by Force Majeure or Tenant's Delay, then Landlord shall not be subject to any liability for any delay in such substantial completion, but, as Tenant's sole remedy in connection therewith, Tenant shall be entitled to terminate this Lease, but only by notice (the "Termination Notice") delivered to Landlord within five (5) days after the Outside Date, with such termination to be effective as of the thirtieth (30th) day after the delivery of the Termination Notice to Landlord (the "Termination Date"), subject, however, to the provisions of the immediately following sentence. In the event that Tenant delivers the Termination Notice to Landlord as aforesaid and substantial completion of Tenant's Work has not occurred by the Termination Date, (i) this Lease shall be deemed canceled and terminated effective as of the Termination Date, (ii) Landlord shall return the Security Deposit and the pre-payment of Fixed Rent required pursuant to Section 3.01 below to Tenant within twenty (20) days after the Termination Date, and (iii) except as to Tenant's obligations pursuant to Article 21 below, neither party shall have any further obligations to the other under this Lease. If, following the Penalty Date, the substantial completion of Tenant's Work shall be delayed as a result of Force Majeure or Tenant's Delay, then the Outside Date shall be deemed postponed one day for each day of such Force Majeure or Tenant's Delay. If, at any point during the aforesaid time periods, substantial completion of Tenant's Work shall be delayed by reason of any Tenant Delay or Force Majeure, substantial completion of Tenant's Work (and, therefore, the Commencement Date) shall be deemed to have occurred when Tenant's Work would have been substantially completed but for such Tenant Delay and/or Force Majeure. For the avoidance of doubt, it is agreed that any Tenant's Installation Delay shall be deemed to constitute a Tenant's Delay. Solely for the purposes of this Section 2.03, the Additional Bathroom work shall be deemed to be part of Tenant's Work.

Section 2.04 The parties hereto agree that this Article 2 constitutes an express provision as to the time at which Landlord shall deliver possession of the Demised Premises to Tenant, and, except as otherwise expressly set forth in Section 2.03 above, Tenant hereby waives any rights to rescind this Lease which Tenant might otherwise have pursuant to Section 223-a of the Real Property Law of the State of New York, or pursuant to any other law of like import now or hereafter in force.

ARTICLE 3

RENT

Section 3.01 Tenant covenants and agrees that, during the entire Lease Term, Tenant shall pay to Landlord the Fixed Rent at the annual rate set forth in Section 1.01, in equal monthly installments, in advance, on the first day of each calendar month during the Lease Term, at the office of Landlord or such other place as Landlord may designate, without any abatement, reduction, setoff, counterclaim, defense or deduction whatsoever; it being agreed, however, that Landlord hereby excuses Tenant's obligation to pay any Fixed Rent for the period (the "Rent Concession Period") beginning on the Commencement Date and continuing through and including December 31, 2014; subject, however, to any extension of the Rent Concession Period pursuant to the provisions of Section 2.03 above. The date that immediately follows the expiration of the Rent Concession Period is sometimes referred to in this Lease as the "Rent Commencement Date". Upon the execution of this Lease, Tenant shall pay to Landlord the installment of Fixed Rent due hereunder for first full calendar month of the Lease Term following the Rent Commencement Date. In the event that Tenant's obligation to pay Fixed Rent shall commence on a date that shall be other than the first day of a calendar month, the same shall be prorated at the rental rate applicable during the first year of the Lease Term, and shall be paid by Tenant to Landlord together with the first full monthly installment of Fixed Rent as shall become due hereunder.

Section 3.02 All costs, charges, expenses and payments (including the payments required to be made by Tenant pursuant to Article 19 below) which Tenant assumes, agrees or shall be obligated to pay to Landlord or others pursuant to this Lease (other than Fixed Rent) shall be deemed additional rent, and, in the event that Tenant shall fail to timely pay the same, Landlord shall have all of the rights and remedies with respect thereto as are provided for herein or by applicable law in the case of non-payment of rent.

Section 3.03 Tenant covenants to pay the Fixed Rent and additional rent as in this Lease provided, when due and without notice or demand, in lawful money of the United States which shall be legal tender in payment of all debts and dues, public and private, at the time of payment. If any installment of Fixed Rent or any additional rent shall not be paid within five (5) Business Days after such installment of Fixed Rent or additional rent shall have first become due, Tenant shall also pay to Landlord (i) an administrative late charge equal to one (1%) percent of such installment of Fixed Rent or additional rent, and (ii) interest thereon from the due date until such installment of Fixed Rent or additional rent is fully paid at the "Interest Rate" (defined in Article 16 below). Such administrative late charge and interest charge shall be due and payable as additional rent with the next monthly installment of Fixed Rent. Upon default in payment by Tenant of any of the aforementioned charges, Landlord shall have all the rights and remedies provided for upon default of the Fixed Rent. The foregoing obligations on the part of the Tenant shall not preclude the simultaneous or subsequent exercise by Landlord of any and all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise. No payment by Tenant or receipt by Landlord of a lesser amount than the Fixed Rent or additional rent herein stipulated shall be deemed to be other than on account of the earliest stipulated Fixed Rent or additional rent (unless Landlord, in Landlord's sole and absolute discretion, shall otherwise and in writing so elect), nor shall any endorsement or statement on any check or in any letter accompanying any check or payment, as Fixed Rent or additional rent, be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Fixed Rent and additional rent or pursue any other remedy provided in this Lease, at law or in equity.

Section 3.04 If all or any part of the Fixed Rent or additional rent shall at any time become uncollectible, reduced or required to be refunded by virtue of any Legal Requirements (including rent control or stabilization laws), then for the period prescribed by said Legal Requirements, Tenant shall pay to Landlord the maximum amounts permitted pursuant to said Legal Requirements, and Tenant shall execute and deliver such agreement(s) and take such other steps as Landlord may request and as may be legally permissible to permit Landlord to collect the maximum rent which, from time to time during the continuance of such legal rent restriction, may be legally permissible (and not in excess of the amounts then reserved therefor under this Lease). Upon the expiration or other legal termination of the applicable period of time during which such amounts shall be uncollectible, reduced or refunded: (a) the Fixed Rent and additional rent shall become and shall thereafter be payable in accordance with the amounts reserved herein for the periods following such expiration or termination, and (b) Tenant shall pay to Landlord as additional rent, within fifteen (15) days after demand, all uncollected, reduced or refunded amounts that would have been payable for the aforesaid period absent such Legal Requirements. The provisions of the immediately preceding sentence shall survive the expiration or sooner termination of this Lease.

Section 3.05 If Landlord shall direct Tenant to pay Fixed Rent or additional rent to a "lockbox" or other depository whereby checks issued in payment of Fixed Rent or additional rent (or both, as the case may be) are initially cashed or deposited by a person or entity other than Landlord (albeit on Landlord's authority), then, for any and all purposes under this Lease: (i) Landlord shall not be deemed to have accepted such payment until ten (10) days after the date on which Landlord shall have actually received such funds, and (ii) Landlord shall be deemed to have accepted such payment if (and only if) within said ten (10) day period, Landlord shall not have refunded (or attempted to refund) such payment to Tenant. Nothing contained in the immediately preceding sentence shall be construed to place Tenant in default of Tenant's obligation to pay rent, or to make Tenant subject to any late fee or interest with respect thereto, if and for so long as Tenant shall timely pay the rent required pursuant to this Lease in the manner designated by Landlord.

Section 3.06 Notwithstanding anything to the contrary contained in this Article 3 (but subject to the last sentence of this Section 3.06), provided that Landlord shall give Tenant not less than ten (10) days notice thereof (which notice shall identify a domestic bank and contain appropriate wire instructions), Tenant shall pay all future monthly installments of Fixed Rent at the office of such domestic bank, by wire transfer of immediately available federal funds, to the account of Landlord. On not less than ten (10) days notice, Landlord may thereafter revise or revoke such direction to pay Fixed Rent by wire transfer. If Landlord shall direct Tenant to pay Fixed Rent by wire transfer, then Tenant shall not be in default of Tenant's obligation to pay Fixed Rent if and for so long as Tenant shall timely comply with Landlord's wire instructions in connection with such payments. Accordingly, if Tenant shall have timely complied with Landlord's instructions pertaining to a wire transfer, but the funds shall thereafter have been misdirected or not accounted for properly by the recipient bank designated by Landlord, then the same shall not relieve Tenant's obligation to make the payment so wired, but shall toll the due date for such payment until the wired funds shall have been located. However, for all other purposes under this Lease: (i) Landlord shall not be deemed to have accepted such payment until ten (10) days after the date on which such funds shall have actually been deposited in Landlord's account at said bank, and (ii) Landlord shall be deemed to have accepted such payment if (and only it) within said ten (10) day period, Landlord shall not have refunded (or attempted to refund) such payment to Tenant. Nothing contained in the immediately preceding sentence shall be construed to place Tenant in default of Tenant's obligation to pay rent, or to make Tenant subject to any late fee or interest with respect thereto, if and for so long as Tenant shall timely initiate such wire transfer of the rent required to be paid pursuant to this Lease to the account designated by Landlord. Notwithstanding anything to the contrary contained in this Section 3.06, payments made by Tenant through the ACH network (i.e., the Automated Clearing House network that is under the supervision of the National Automated Clearing House Association or any successor thereto) shall be deemed to be the equivalent of a wire transfer of immediately available federal funds.

ARTICLE 4

USE

Section 4.01 Tenant shall use and occupy the Demised Premises for the Authorized Use, and for no other purpose.

Section 4.02 Without in any way limiting the restrictions on use contained in Section 4.01, Tenant specifically agrees that (a) Tenant shall not permit any part of the Demised Premises to be used for retail banking or lending purposes of any kind; or for a safe deposit business or the sale of travelers checks and/or foreign exchange; or as a kitchen, restaurant or cafeteria (except that Tenant shall be permitted to use a portion of the Demised Premises as an expanded eating area and cafeteria with a kitchen, provided that no open flame cooking shall be allowed and that no venting shall be required); or for manufacturing, storage, shipping or receiving; or for retail securities brokerage purposes; or for any retail sales or as a store; or for the sale of any food or beverage; or as a news and cigar stand (or anything similar thereto); or for any sale of merchandise with delivery at or from the Demised Premises (except as to items in the gallery permitted in the Demised Premises as an ancillary use to the Authorized Use pursuant to Section 31.19 below); or for the production of samples or workroom; or for any purpose other than the Authorized Use, and (b) Tenant shall not use or operate the Demised Premises in any manner that will cause the Building or any part thereof not to conform with Landlord's sustainability practices or the gold level certification of the Building expected by Landlord to be issued pursuant to the U.S. Green Building Council's Leadership in Energy and Environmental Design ("LEED") rating system, provided that the imposition of the foregoing requirement upon Tenant does not exceed the requirements imposed upon tenants of other comparably certified LEED buildings in Manhattan; it being agreed, however, that, if and for so long as the same shall not adversely impact the LEED certification for the Building, the foregoing requirement shall not obligate Tenant to either conduct Tenant's business operations in the Demised Premises or perform Alterations therein in accordance with LEED. Furthermore, in the event that any Alteration or modification to the Demised Premises shall be required after the Commencement Date by reason of any LEED requirements, the cost thereof shall be amortized in accordance with GAAP, and Tenant shall only be responsible for the amortized portion thereof attributable to the then balance of the Lease Term. In addition, the Demised Premises may not be used by (i) an agency, department or bureau of the United States Government, any state or municipality within the United States, or any foreign government, or any political subdivision of any of them, or (ii) any tax exempt entity within the meaning of Section 168(h)(2) of the Internal Revenue Code of 1986, as amended, or any successor or substitute statute, or rule or regulation applicable thereto (as same may be amended).

Section 4.03

A. The Building is intended to be certified under the LEED rating system and/or operated pursuant to Landlord's sustainable building practices. Landlord's sustainability practices address whole-building operations and maintenance issues, including: chemical use; indoor air quality; energy efficiency; water efficiency; recycling programs; exterior maintenance programs; and systems upgrades to meet green building energy, water, indoor air quality and lighting performance standards. Tenant shall use commercially reasonable efforts to utilize high recycled content in selecting Tenant's architectural finishes, such as carpeting, paint, woodwork, ceiling tile and stone. Tenant shall also follow the HVAC design intent that Landlord has established to ensure that a gold LEED certification for the Building is maintained. Tenant agrees to reasonably consider utilizing "daylight" sensors and dimmers as required by LEED, but Tenant reserves a right not to use "daylight" sensors if the cost of doing so is prohibitive, in which case, in lieu thereof, Tenant shall use and occupancy sensors only as required by applicable Legal Requirements; provided, however, that if, at any time in the future, Legal Requirements shall mandate the use of "daylight" sensors, then Tenant shall utilize "daylight" sensors, regardless of the cost to do so.

B. Tenant shall use proven energy and carbon reduction measures, including: (i) energy efficient bulbs in task lighting; (ii) use of lighting controls; daylighting measures to avoid overlighting interior spaces (as provided above); (iii) closing shades on the south side of the building as necessary to avoid overheating the space; turning off lights and equipment at the end of the work day (if possible and to the extent that the same shall not continue to be in use after the work day); (iv) purchasing ENERGY STAR® qualified equipment,

including lighting, office equipment, commercial quality kitchen equipment, vending and ice machines (except if and to the extent that the failure to do so shall not adversely impact the LEED certification for the Building on the date of purchase of such item); and (v) purchasing products certified by the U.S. EPA's Water Sense® program (except if and to the extent that the failure to do so shall not adversely impact the LEED certification for the Building on the date of purchase of such item).

C. Tenant covenants and agrees: (i) at Tenant's own cost and expense, to comply with all present and future Legal Requirements regarding the collection, sorting, separation, and recycling of garbage, trash, rubbish and other refuse (collectively, "trash"); (ii) at Tenant's own cost and expense, to comply with Landlord's recycling policy as part of Landlord's sustainability practices where it may be more stringent than applicable Legal Requirements; (iii) at Tenant's own cost and expense, to sort and separate Tenant's trash and recycling into such categories as are provided by Legal Requirements or Landlord's sustainability practices; (iv) at Tenant's own cost and expense, to place each separately sorted category of trash and recycling in separate receptacles as directed by Landlord, in Landlord's sole and absolute discretion, from time to time; (v) that Landlord reserves the right to refuse, in Landlord's sole and absolute discretion, to collect or accept from Tenant any trash or waste that is not separated and sorted as required by Legal Requirements, and to require Tenant to arrange for the collection thereof at Tenant's own cost and expense, utilizing a contractor satisfactory to Landlord; and (vi) that Tenant shall pay all costs, expenses, fines, penalties or damages that may be imposed on Landlord or Tenant by reason of Tenant's failure to comply with the provisions of this Section 4.03. Notwithstanding anything to the contrary contained in this Subsection 4.03C (including clause (vi) in the immediately preceding sentence), Landlord agrees not to impose any obligations on Tenant as part of Landlord's sustainability practices that are in excess of obligations imposed on tenants generally in comparable LEED certified buildings.

Section 4.04 Tenant expressly acknowledges that irreparable injury will result to Landlord in the event of a breach of any of the covenants made by Tenant in this Article 4, and it is agreed that, in the event of such breach, Landlord shall be entitled, in addition to any other remedies available, to an injunction to restrain the violation thereof.

ARTICLE 5

ALTERATIONS; LIENS; TENANT'S PROPERTY

Section 5.01

A. Except as expressly set forth in this Section 5.01, Tenant shall make no Alterations in or to the Demised Premises, including removal or installation of partitions, doors, electrical installations, plumbing installations, water coolers, heating, ventilating and air-conditioning or cooling systems, units or parts thereof or other apparatus of like or other nature, whether structural or non-structural, without Landlord's prior written consent (which consent shall be subject to the standards set forth in Subsection 5.01C below) and then only by contractors or mechanics approved in writing by Landlord. Notwithstanding the foregoing, Tenant shall have the right, on not less than five (5) Business Days prior written notice to Landlord, but without being required to obtain Landlord's consent, to perform Alterations in or to the Demised Premises that do not require the issuance of a building permit or any other governmental authorization and that are purely decorative in nature (e.g., painting and the installation or removal of carpeting, wall coverings or partitions; collectively, "Decorative Changes"), provided that such Decorative Changes are made entirely, and visible only, within the Demised Premises and do not cost in excess of $200,000, in the aggregate over a twelve month period, but Tenant shall nonetheless comply with all of the other requirements governing Alterations set forth in this Lease.

B. It shall be Tenant's responsibility and obligation to ensure that all Alterations: (i) shall be made at Tenant's own cost and expense (except that the costs and expenses for the performance of Tenant's Work shall be borne as set forth in the Work Letter) and at such times and in such manner as Landlord may from time to time reasonably designate (including rules governing Alterations as Landlord may from time to time make as provided under the provisions of Article 26 below), (ii) shall comply with all Legal Requirements (including NYC Local Laws No. 5 of 1973, No. 16 of 1984 and No. 58 of 1988, each as amended from time to time, and all Legal Requirements then in effect relating to asbestos and to access for the handicapped or disabled) and all orders, rules and regulations of Insurance Boards, (iii) shall be made promptly and in a good and workmanlike manner using prime quality materials, (iv) shall not affect the appearance of the Building or be visible from the exterior of the Building, it being Landlord's intention to keep the exterior appearance of the Building uniform (and, in pursuance thereof, Landlord shall have the right to approve the appearance of all such Alterations, including ceiling heights, blinds, lighting, signs and other decorations visible from the exterior of the Building). In order to ensure, maintain and control the quality and standards of materials and workmanship in and the effective security of the Building, including the Demised Premises, Tenant acknowledges that it is reasonable to require Tenant, and Tenant hereby covenants and agrees, to use only general contractors, construction managers and subcontractors (collectively, "Tenant's Contractors") first approved in writing by Landlord; provided, however, that any Alterations to the sprinkler, Class E, or other life/safety systems of the Building, or connections to the condenser water system of the Building, shall be performed only by such contractor(s) designated by Landlord, provided that the charges of such contractor(s) shall be reasonably competitive in the marketplace. Landlord expressly reserves the right to exclude from the Building any person attempting to perform any work or act as a Tenant's Contractor without Landlord's prior written consent, and (v) shall be performed in accordance with (1) Landlord's sustainability practices, including any third-party rating system concerning the environmental compliance of the Building or the Demised Premises, as the same may change from time to time, and (2) the alteration rules and regulations attached hereto and made a part hereof as Exhibit "I". Except with respect to Tenant's Work, Tenant further agrees (subject to the provisions of the immediately following sentence), at Tenant's own cost and expense, to engage a qualified third party LEED or Green Globe Accredited Professional or similarly qualified professional, during the design phase

through implementation of any Alterations, to review all plans, material procurement, demolition, construction and waste management procedures to ensure that they are in full conformance with Landlord's sustainability practices, as aforesaid. Notwithstanding the foregoing, Tenant shall not be obligated to perform any Alterations in the Demised Premises in accordance with LEED requirements, or to obtain LEED certification for the same, except if and to the extent that the failure to do so shall adversely impact a gold LEED certification for the Building.

C. Landlord shall not unreasonably withhold consent to Alterations proposed by Tenant that are not Structural Alterations, provided that Tenant shall comply with the requirements of this Article 5. Landlord shall not arbitrarily withhold consent to Structural Alterations proposed by Tenant, provided that Tenant shall comply with the requirements of this Article 5. For the purposes of this Lease, the term "Structural Alterations" shall mean any Alterations involving or affecting: (i) the exterior, roof or foundation of the Building, (ii) any floor and/or ceiling slabs, the exterior walls of the Building (other than the interior surface of such exterior walls), any load bearing columns and any other supporting members or structural elements of the Building, (iii) any Building Systems outside of the Demised Premises, and any Building Systems serving any other tenants at the Building or any parts of the Building outside of the Demised Premises, (iv) any common areas of the Building, or (v) any exterior glass, exterior windows and window frames in the Demised Premises.

D. A list of currently approved contractors and major trade subcontractors is annexed hereto as Exhibit "G" and made a part hereof. The contractors and subcontractors identified on said list shall be deemed to be approved only for the performance of Tenant's Work and Tenant's Installations, and not for future Alterations. Notwithstanding the foregoing, Tenant shall have the right to select a contractor of Tenant's own choosing for the performance of Tenant's Installations involving data and communication wiring or installations in the Demised Premises. Following completion of Tenant's Work and Tenant's Installations, Landlord shall have the unfettered right to revise said list in any manner that Landlord deems appropriate; provided, however, that for the entire Lease Term, Landlord shall maintain a list (the "Approved Contractor List") of not less than five (5) approved general contractors and three (3) subcontractors for each of the major trades, whose fees shall be reasonably competitive in the marketplace and who shall not be affiliated with Landlord. At Tenant's request, Landlord shall furnish to Tenant a copy of the then current Approved Contractor List from time to time during the Lease Term.

E. Except as otherwise expressly provided herein, the provisions of this Article 5 shall apply to Tenant's Work and Tenant's Installations, as well as to all future Alterations.

Section 5.02

A. Prior to commencing the performance of any Alterations (other than Decorative Changes), Tenant shall furnish to Landlord:

(i) Plans and specifications (to be prepared by a licensed architect or engineer engaged by Tenant, at the cost and expense of Tenant, and which architect or engineer shall be subject to Landlord's prior approval, not to be unreasonably withheld), in sufficient detail to be accepted for filing by the New York City Building Department (or any successor or other governmental agency serving a similar function), of such proposed Alterations, and Tenant shall not commence the performance thereof unless and until Landlord shall have given written consent to said plans and specifications (which consent shall not be unreasonably withheld in the case of non-structural Alterations, at which consent shall not be arbitrarily withheld in the case of Structural Alterations);

(ii) A certificate evidencing that Tenant (or Tenant's Contractors) has (have) procured and paid for worker's compensation insurance covering all persons employed in connection with the work who might assert claims for death or bodily injury against Overlandlord, Landlord, Tenant, the Land and/or the Building;

(iii) Such additional personal injury and property damage insurance (over and above the insurance required to be carried by Tenant pursuant to the provisions of Section 8.03 below), and builder's risk, fire and other casualty insurance as Landlord may reasonably require in connection with the work to be done for Tenant;

(iv) If at the relevant point in time the Building shall be subject to an Underlying Lease or Mortgage, and the work to be undertaken is of such a nature that it requires the approval of the Overlandlord or any Mortgagee, then such approval shall be obtained at Tenant's own cost and expense;

(v) If the work requires expenditures by Tenant in excess of an amount equal to three (3) monthly installments of the then prevailing Fixed Rent, a surety company performance bond in form and substance reasonably satisfactory to Landlord (procured at Tenant's own cost and expense), issued by a surety company acceptable to Landlord, or other security satisfactory to Landlord, in an amount equal to at least 120% of the estimated cost of such Alterations, guaranteeing to Landlord and Overlandlord and any Mortgagee the completion thereof and payment therefor within a reasonable time, free and clear of all liens, encumbrances, chattel mortgages, security interests, conditional bills of sale and other charges, and in accordance with the plans and specifications approved by Landlord;

(vi) Such permits, authorizations or consents as may be required by the applicable Legal Requirements, all of which shall be obtained at Tenant's cost and expense, provided, however, that (a) no plans, specifications or applications shall be filed by Tenant with any governmental authority without Tenant first obtaining Landlord's written consent thereto, and (b) Landlord shall reasonably cooperate with Tenant in connection therewith, including the signing by Landlord of such permit and related applications customarily signed by building owners on behalf of their office tenants, but only if and to the extent that Landlord shall not incur any out-of-pocket expense or suffer any liability thereby; and

(vii) A written letter of authorization, in form satisfactory to Landlord, signed by all architects, engineers, surveyors, designers and contractors who become involved in such Alterations, which shall confirm that, at Landlord's request, any and all of their respective drawings, plans and permits are to be removed or withdrawn from any filing with governmental authorities.

B. In the event that Landlord shall submit the plans and specifications referred to in clause (i) of Subsection 5.02A above to Landlord's third-party (i.e., not in-house) architects and/or engineers for review, Tenant shall reimburse Landlord as additional rent for Landlord's reasonable out-of-pocket expenses of such review within twenty (20) days after written notice to Tenant of the amount of such expenses.

C. Tenant shall keep accurate and complete cost records of all Alterations (other than Decorative Changes) performed by Tenant or by Persons Within Tenant's Control, and shall furnish to Landlord true copies thereof and/or of all contracts entered into and work orders issued by Tenant in connection therewith within thirty (30) days following Landlord's request therefor. Landlord's review of, and/or any failure by Landlord to object to, any such contract or work order shall not: (i) be construed as an approval by Landlord of such contract or work order or the contents thereof, (ii) impose any liability on Landlord in connection therewith, or (iii) relieve Tenant of any obligation of Tenant with respect to such Alterations or the Demised Premises as otherwise set forth in this Lease.

D. Within sixty (60) days following completion of any Alteration (other than Decorative Changes) and at Tenant's own expense: (i) Tenant shall deliver to Landlord (a) two full and complete sets of transparencies of "as-built" plans and specifications with respect to (x) all Structural Alterations performed by Tenant, and (y) with respect to non-Structural Alterations performed by Tenant if required by applicable Legal Requirements or otherwise prepared by Tenant, together with (b) an electronic copy of such plans and specifications prepared on an AutoCAD System (or such other system or medium as Landlord may designate) using naming conventions issued by the American Institute of Architects in June, 1990 (or such other naming convention as Landlord may reasonably designate) and CD-ROM computer media (or another format reasonably designated by Landlord) of such record drawings and specifications, translated into DXF format or another format reasonably designated by Landlord; or (ii) if Tenant shall not be obligated to deliver "as-built" plans and specifications described in clause (i) above pursuant to the provisions thereof, then Tenant shall deliver to Landlord plans and specifications stamped "final" by Tenant's architect and marked to reflect field notes and incorporating all changes and revisions thereto.

E. Tenant shall be permitted to commence the performance of Tenant's Installations prior to the date that Tenant's Work shall have been substantially completed, subject, however, to the following conditions: (0 Tenant shall not perform any part of Tenant's Installations if the performance thereof would result in any Tenant's Installations Delay; and (ii) Tenant's insurance obligations (with respect to the maintenance of liability insurance) and repair and indemnity obligations (solely as the same relate to the acts or omissions of Tenant or any Person Within Tenant's Control) under this Lease shall begin (and thereafter remain in effect for the remainder of the Lease Term) on the date that Tenant or any Person Within Tenant's Control shall have first entered upon the Demised Premises for the performance of any part of Tenant's Installations. (For the avoidance of ambiguity, Tenant's repair and indemnity obligations prior to the Commencement Date shall only arise if and to the extent that the relevant damage or liability is occasioned solely by the performance of Tenant's Installations.) If, notwithstanding the restrictions set forth in clause (i) above, Tenant's performance of any part of Tenant's Installations does in any way result in Tenant's Installations Delay, then, upon Tenant's receipt of notice from Landlord as to the same, Tenant shall immediately stop any work or other activity that causes such Tenant's Installations Delay. For the purposes hereof, "Tenant's Installations Delay" shall be deemed to have occurred if any work or other activity being performed by Tenant or any Person Within Tenant's Control as part of Tenant's Installations delays the performance of any part of Tenant's Work or other work that Landlord is required to perform in order to complete Tenant's Work. If Tenant's entry upon the Demised Premises prior to the date that Tenant's Work is substantially completed shall be limited to activities in the nature of inspections, taking measurements and making plans, then the foregoing provisions of this Subsection 5.02E shall not be construed to apply to such entry.

Section 5.03

A. In no event shall any material or equipment be incorporated in or to the Demised Premises in connection with any Alteration that is subject to any lien, encumbrance, chattel mortgage, security interest, charge of any kind whatsoever, or is subject to any conditional sale or other similar or dissimilar title retention agreement.

B. Tenant shall not create or permit to be created any lien, encumbrance or charge (levied on account of any taxes or any mechanic's, laborer's or materialman's lien, conditional sale, title retention agreement or otherwise) which might be or become a lien, encumbrance or charge upon the Land or Building or any part thereof or the income therefrom, and Tenant shall not suffer any other matter or thing whereby the estate, rights and interest of Landlord in the Land or Building or any part thereof might be impaired. Tenant shall take all commercially reasonable steps necessary under local laws to prevent the imposition of such a lien, encumbrance or charge on the Land or Building.

C. If any lien, encumbrance or charge referred to in this Section 5.03 shall at any time be filed against the Land or Building or any part thereof, then Tenant, within forty-five (45) days after the filing thereof and at Tenant's own cost and expense, shall cause the same to be discharged of record (by payment or bonding), and

Tenant shall indemnify Landlord against and defend and hold Landlord harmless from all costs, expenses, liabilities, losses, fines and penalties, including reasonable attorneys' fees and disbursements, resulting therefrom. If Tenant shall fail to cause such lien to be discharged within the aforesaid period, then, in addition to any other right or remedy, Landlord may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit or by bonding proceedings, and in any such event Landlord shall be entitled, if Landlord so elects, to compel the prosecution of an action for the foreclosure of such lien by the lienor and to pay the amount of the judgment in favor of the lienor with interest, costs and allowances. Any amount so paid by Landlord and all costs and expenses incurred by Landlord in connection therewith, together with interest thereon at the Interest Rate, shall constitute additional rent payable by Tenant under this Lease, which additional rent shall be paid by Tenant to Landlord on demand.

D. Nothing contained in this Lease shall be deemed or construed in any way as constituting the consent or request of Landlord, express or implied by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of labor or materials for the specific improvement, alteration to or repair of the Demised Premises or any part thereof, nor as giving Tenant any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any lien against the Land, Building, Demised Premises or any part thereof. Notice is hereby given (except with respect to Tenant's Work) that Landlord shall not be liable for any work performed or to be performed at the Demised Premises for Tenant or any subtenant, or for any materials furnished or to be furnished at the Demised Premises for Tenant or any subtenant upon credit, and that no mechanic's or other lien for such work or materials shall attach to or affect the estate or interest of Landlord in and to the Land, Building or Demised Premises. Landlord shall have the right to post and keep posted on the Demised Premises any notices that Landlord may be required to post for the protection of Landlord, the Land, Building and/or the Demised Premises from any lien.

E. Tenant shall have no power to do any act or make any contract that may create or be the foundation for any lien, mortgage or other encumbrance upon the reversion or other estate of Landlord or of any interest of Landlord in the Demised Premises.

Section 5.04 Tenant shall not at any time, either directly or indirectly, use any contractors or labor or materials in the Demised Premises if the use of such contractors or labor or materials would create any work stoppage, picketing, labor disruption or any other difficulty with other contractors or labor engaged by Tenant or Landlord or others in the construction, maintenance or operation of the Building or any part thereof. Tenant shall immediately stop any work or other activity if Landlord shall notify Tenant that continuing such work or activity would violate the provisions of the immediately preceding sentence.

Section 5.05 Landlord shall not be liable for any failure or diminution of any Building Systems or services, or for any damage to Tenant's property or the property of any other person, caused by Alterations made by Tenant or by Persons Within Tenant's Control, notwithstanding Landlord's consent thereto or to the plans and specifications therefor. Landlord's consent to any such plans or specifications shall not be deemed a representation of any kind that the same conform to the applicable Legal Requirements. Tenant shall promptly correct any faulty or improper Alteration made by Tenant or by Persons Within Tenant's Control, and shall repair any and all damage caused thereby. If Tenant shall fail to make such corrections and repairs within thirty (30) days after written notice from Landlord (unless such repairs cannot be reasonably completed within thirty (30) days, in which case Tenant shall be afforded the time necessary to complete such repairs, provided that Tenant commences any such repair within said thirty (30) day period and thereafter diligently prosecutes the same to completion), Landlord may make such corrections and repairs and charge Tenant for the cost thereof Such charge shall be deemed additional rent, and shall be paid by Tenant to Landlord within twenty (20) days after Landlord shall render a bill therefor to Tenant.

Section 5.06

A. All movable property, furniture, furnishings and trade fixtures furnished by or at the expense of Tenant, other than those affixed to the Demised Premises so that they cannot be removed without damage and other than those replacing an item theretofore furnished and paid for by Landlord or for which Tenant has received a credit or allowance, shall remain the property of Tenant, and may be removed by Tenant from time to time prior to the expiration of the Lease Term. Tenant shall notify Landlord in writing not less than sixty (60) days prior to the expiration of the Lease Term specifying any such items of property that Tenant does not wish to remove. If within thirty (30) days after the service of such notice Landlord shall request Tenant to remove any of said items, Tenant shall, at Tenant's expense, remove said items prior to the expiration of the Lease Term. All other items of Tenant's property shall be removed by Tenant, in an environmentally sustainable manner and in accordance with Landlord's sustainability practices, on or before the expiration (or sooner termination) of the Lease Term. Notwithstanding the foregoing, Tenant shall not be obligated to incur any additional costs to remove Tenant's property (i.e., over and above what Tenant would have incurred if Tenant were not effecting such removal in accordance with Landlord's sustainability practices), except if and to the extent that the failure to do so shall adversely impact the LEED certification for the Building.

B. All Alterations made by either party, including all paneling, decorations, partitions, railings, mezzanine floors, galleries and the like, which are affixed to the Demised Premises, shall become the property of Landlord and shall be surrendered with the Demised Premises at the end of the Lease Term. Notwithstanding the foregoing, Landlord may elect to require Tenant, at Tenant's expense, to remove any and all "Specialty Alterations" made by or at the behest of Tenant by giving written notice to Tenant at the time that Landlord shall have approved the performance of such Specialty Alteration either prior to, or within thirty (30) days after, the expiration of the Lease Term, subject to the following condition. If Landlord shall not, at the time that Landlord shall respond to Tenant's request for consent to a proposed Specialty Alteration, advise Tenant that such

Alteration is a Specialty Alteration and that Landlord will require Tenant to remove such Specialty Alteration at the end of the Lease Term, then Landlord shall not have the right to require Tenant to remove such Specialty Alteration at the end of the Lease Term. For the purposes hereof, the term "Specialty Alterations" shall mean and include any Alteration that is not an ordinary office installation, as reasonably determined by Landlord. By way of example only, a kitchen (other than a pantry), cafeteria, private lavatory, raised floor, reinforced floor, vault, safe, internal stairway or slab cut would each be deemed to be a Specialty Alteration (it being understood and agreed that the foregoing is merely a list of non-exclusive examples of a Specialty Alteration, and does not constitute, nor shall it be construed as, Landlord's consent to the installation thereof).

C. In any case where Tenant removes any property or Alterations in accordance with Subsections A and B above, or otherwise, Tenant shall immediately repair all damage caused by said removal and shall restore the Demised Premises to good order and condition at Tenant's expense, and if Tenant fails to do so, Landlord may do so at Tenant's cost and Tenant shall reimburse Landlord therefor upon demand. In addition, if Tenant shall remove any mechanical or other equipment within the Demised Premises containing chlorofluorocarbons, the removal of such equipment shall conform with all Legal Requirements and industry practices, and shall be performed by contractors and in accordance with procedures approved by Landlord.

D. Upon failure of Tenant to remove any property or Alterations in accordance with Subsections A and B above, or upon failure of Tenant to notify Landlord of any property it does not wish to remove from the Demised Premises in accordance with Subsection A above, then, as to such property, or upon termination of this Lease pursuant to Article 15 hereof, Landlord may, at Tenant's expense: (1) remove all such property and Alterations which Landlord may require Tenant to remove pursuant to Subsections A and B above, (ii) cause the same to be placed in storage, and (iii) repair any damage caused by said removal and restore the Demised Premises to good order and condition. Tenant shall, upon demand and as additional rent, reimburse Landlord for all of the aforesaid expenses. In addition, any items of property or Alterations not removed by Tenant may, at the election of Landlord, be deemed to have been abandoned by Tenant, and Landlord may retain and dispose of some or all of said items without any liability to Tenant and without accounting to Tenant for the proceeds thereof.

E. The provisions of this Section 5.06 shall survive the expiration or sooner termination of the Lease Term, whereupon any and all monetary obligations of Tenant pursuant thereto shall be deemed damages recoverable by Landlord.

Section 5.07 If Tenant shall fail to comply with any provision of this Article 5, Landlord, in addition to any other remedy herein provided, may require Tenant to immediately cease all work being performed in the Building by or on behalf of Tenant, and Landlord may deny access to the Demised Premises to any person performing work or supplying materials in the Demised Premises.

Section 5.08 Provided that Tenant shall comply with all Legal Requirements pertaining thereto (and that such use is not prohibited by applicable Legal Requirements), Tenant shall have the right, on notice to Landlord and at Tenant's own cost and expense, to utilize one of the Building's existing egress (or fire) stairs, as designated by Landlord, (the "Fire Stair"), as Tenant's internal passage stairs from the lobby of the Building to the Demised Premises. if Tenant shall exercise the foregoing right, then, notwithstanding that such Fire Stair is not (and shall not be deemed to be) part of the Demised Premises, all of Tenant's indemnity, insurance and Repair obligations set forth elsewhere in this Lease shall be applicable to the Fire Stair, but Tenant shall have no obligation to effect any Repairs in the Fire Stair unless the necessity therefor shall arise by any act or omission of any Person Within Tenant's Control. In addition, (i) access doors to the Fire Stair shall never be propped or blocked open, (ii) Tenant shall not store or place anything in the Fire Stair or otherwise impede ingress thereto or egress therefrom, (iii) Tenant shall not permit or suffer any Persons Within Tenant's Control to use any portion of the Fire Stair other than for ingress and egress between the lobby of the Building and the Demised Premises, (iv) use of the Fire Stair shall not unreasonably disturb any other tenants or occupants of the Building, (v) Tenant shall, at Tenant's own cost and expense, at Landlord's election, (a) install automatic door closing devices reasonably satisfactory to Landlord on all doors between the Fire Stair and the Demised Premises, (b) tie such devices into the base Building fire-alarm and life-safety system, and (c) maintain the fire doors in good operable condition, free of dents and painted as reasonably necessary, and (vi) use of the Fire Stair shall be subject to applicable re-entry rules and regulations from time to time in effect. Tenant shall, at Tenant's own cost and expense, install a key-card locking system approved by Landlord on all doors between the Fire Stair and the Demised Premises.

ARTICLE 6

REPAIRS AND MAINTENANCE

Section 6.01 Tenant shall take good care of the Demised Premises and the fixtures, glass, appurtenances and equipment therein (including (i) all improvements, installations and equipment furnished or installed by Landlord in the Demised Premises as part of Tenant's Work (including improvements to, or portions of, Building Systems), and (ii) any sprinkler loop and distribution pipes and heads, any Heating Units, any supplemental air-conditioning systems, any heating, ventilation and air-conditioning piping, ducts and components of a distribution system exclusively serving the Demised Premises, and all bathroom fixtures in or appurtenant to the Demised Premises), and at Tenant's own cost and expense shall make all Repairs as and when needed to preserve them in good working order and condition, whether or not such Repairs are ordinary or extraordinary, or foreseen or unforeseen at this time, and whether or not such Repairs pertain to improvements in the Demised Premises furnished or installed by Landlord, but excluding Repairs to the rough floor, the rough ceiling, exterior walls, exterior windows or load-bearing columns, unless required under the provisions of following sentence. All damage or injury to the Demised Premises, or to the Building or the Building Systems outside of the Demised Premises, or to improvements to, or portions of, Building Systems furnished or installed by Landlord, caused by or arising from any

act or omission of Tenant, or of any Person Within Tenant's Control, including those which are structural, extraordinary and unforeseen, shall be promptly repaired, restored or replaced by Tenant, at Tenant's own cost and expense. All Repairs shall be in quality and class equal to or better than the original work or installations, and shall be performed in good and workmanlike manner, using prime quality materials.

Section 6.02

A. Subject to the provisions of Section 6.01 above and Article 9 below, Landlord shall make or cause to be made all Repairs, structural and otherwise, necessary to keep in good order and repair the exterior of the Building and the public portions of the Building, as well as the Building Systems serving the Demised Premises other than those Repairs required to be made by Tenant as provided in Section 6.01. Notwithstanding the foregoing, Landlord shall not have any obligation to perform any Repairs pursuant to the provisions of this Subsection 6.02A unless and until Tenant shall have first given notice to Landlord (or Landlord shall have obtained actual knowledge) of the need for such Repairs. Landlord, at Landlord's own cost and expense, shall repair all defects in the construction of the Building (including Building Systems) or in Landlord's Work. Landlord, at Tenant's cost and expense, shall repair all defects in the construction of Tenant's Work. Except as expressly set forth in Subsection 6.02B below, there shall be shall be no allowance to Tenant for a diminution of rental value or interruption of business, and no liability on the part of Landlord, by reason of inconvenience, annoyance or injury to business arising from Landlord, Tenant or others making any Repairs or Alterations in or to any portion of the Building or Building Systems or the Demised Premises. Landlord shall use commercially reasonable efforts to minimize interference with Tenant's business operations in the Demised Premises resulting from the performance by Landlord of such Repairs.

B. (i) For the purposes of this Section 6.02, the term "Interruption" shall mean any instance (other than a fire or other casualty within the scope of Article 9 below) in which Tenant shall be unable to use the Demised Premises or a substantial portion thereof for the conduct of Tenant's business operations therein solely by reason of (x) the failure of Landlord to perform any of Landlord's obligations pursuant to Subsection 6.02A above, or (y) the interruption, curtailment or suspension of the Building services that Landlord is required to provide pursuant to Article 18 below, or (z) the performance by Landlord of repairs or improvements in or about the Demised Premises.

(ii) For the purposes of this Section 6.02, the term "Material Interruption" shall mean any instance in which an Interruption shall have occurred, and (x) Tenant shall have notified Landlord of such Interruption and Tenant's inability to use the Demised Premises by reason thereof, (y) such Interruption and Tenant's inability to use the Demised Premises shall continue for at least six (6) consecutive Business Days after delivery of such notice by Tenant to Landlord, and (z) such Interruption shall have been caused solely by the negligence or willful misconduct of Landlord or of Landlord's agents.

(iii) If a Material Interruption shall occur, then, as Tenant's sole remedy in connection with such Material Interruption (except as set forth in clause (v) of this Subsection 6.02B), and provided that such Material Interruption shall then be continuing, Tenant shall be entitled to an abatement of Fixed Rent for the period which shall begin on the seventh (7th) Business Day following Tenant's delivery of notice to Landlord of such Material Interruption and Tenant's inability to use the Demised Premises, and which shall end on the earlier of the day on which such Material Interruption shall cease or the day immediately prior to the day on which the Demised Premises shall be useable for the conduct of Tenant's business therein.

(iv) If a substantial portion, but less than all, of the Demised Premises shall have been affected by a Material Interruption, then Tenant shall be entitled to an abatement of Fixed Rent on a pro rata basis, calculated by multiplying the amount of Fixed Rent otherwise then payable pursuant to this Lease by a fraction, the numerator of which shall be the portion of the Demised Premises that shall have been rendered unusable, and the denominator of which shall be the number of Rentable Square Feet in the Demised Premises. For the purposes hereof, a "substantial portion" of the Demised Premises shall mean not less than thirty-five (35%) percent of the Demised Premises.

(v) If a Material Interruption shall occur, Landlord shall use all commercially reasonable efforts (including, if necessary, the use of overtime or premium pay labor) to eliminate such Material Interruption.

Section 6.03 If any Insurance Boards or Legal Requirements shall require or recommend installation of fire extinguishers or of a "sprinkler system" or any other fire protection devices, or any changes, modifications, alterations or additions thereto for any reason, attributable to Tenant's specific use or manner of use of the Demised Premises (including the use of a portion thereof as a gallery or sales area as permitted by the provisions of this Lease), and whether or not any such installation or equipment becomes necessary to prevent the imposition of a penalty or charge against the full allowance for a sprinkler or fire extinguishing system in the fire insurance rate as fixed by Insurance Boards, or by any fire insurance company, then Tenant, at Tenant's expense, shall promptly install the necessary sprinkler heads and piping within the Demised Premises and supply such changes, modifications, alterations, additions or other equipment. In the event that Landlord shall make any such installation (including sprinklers, stair pressurizers, water towers), or any such change, modification, alteration or additions outside of the Demised Premises (such as, without limitation, in the common area), Tenant shall reimburse Landlord, as additional rent, an amount equal to Tenant's Operating Share of the cost thereof. Such reimbursement shall be made by Tenant within ten (10) days after written notice to Tenant of such amount. Tenant shall have no obligation to perform any of the work set forth in this Section 6.03, or to be responsible for the cost thereof, if and to the extent that the same shall be necessitated by any defects in the construction of the Building or the performance of Landlord's Work.

Section 6.04 In any case where Tenant shall be required to make Repairs or perform any work pursuant to this Article and such Repairs or work shall affect the Building Systems, areas outside of the Demised Premises, any improvements, installations and equipment furnished or installed by Landlord in the Demised Premises (including improvements to, or portions of, Building Systems), any sprinkler loop and distribution pipes and heads, any Heating Units, any supplemental air-conditioning systems, any heating, ventilation and air-conditioning piping, ducts and components of a distribution system, and all bathrooms in or appurtenant to the Demised Premises, Landlord may, in Landlord's discretion, elect to make such Repairs or to perform such work for and on behalf of Tenant, but at Tenant's reasonable cost and expense. In such event, Tenant shall reimburse Landlord as additional rent for the cost of such Repairs and/or work within ten (10) days after Landlord shall furnish a statement to Tenant of the amount thereof.

Section 6.05 Tenant shall maintain the Demised Premises and the areas appurtenant thereto (including any permitted signs or cameras) in a clean and orderly condition that is consistent with the use and appearance of the Building. If Tenant shall fail to so maintain the Demised Premises or appurtenant areas to the reasonable satisfaction of Landlord, then, in addition to any other right or remedy that Landlord shall be entitled to exercise pursuant to other provisions of this Lease, Landlord shall have the right, on not less than ten (10) days notice to Tenant (except in the case of an emergency, in which case Landlord shall only be required to give Tenant such notice as shall be practical under the circumstances) and at Tenant's cost and expense, to enter into the Demised Premises and such appurtenant areas for the express purpose of rectifying the condition thereof and restoring the Demised Premises and such appurtenant areas to the condition and appearance required hereunder.

Section 6.06 Notwithstanding any provision to the contrary contained herein (but subject to the provisions of this Section 6.06), all maintenance and repairs performed or made by Tenant must comply with Landlord's sustainability practices, including any third-party rating system for the environmental compliance of the Building or the Demised Premises, as the same may change from time to time (except that Tenant shall not be required to so comply if and to the extent that the failure to do so shall not adversely impact the LEED certification for the Building). If and to the extent that the cost of any maintenance or repair obligations required in order to comply with LEED exceed the cost that would have been otherwise incurred by Tenant to effectuate such maintenance or repair, such excess cost shall be shared equally by Landlord and Tenant. Furthermore, if the required repair entails any Structural work, the cost of such repair shall be amortized in accordance with GAAP, and Tenant shall only be responsible for the amortized portion thereof attributable to the then balance of the Lease Term.

Section 6.07 If one or more supplemental air-conditioning systems shall be installed to serve the Demised Premises (whether by Tenant or as part of Tenant's Work), Tenant shall (a) be responsible for all costs associated with the operation, repair, maintenance and replacement of all supplemental air-conditioning systems serving the Demised Premises (with any replacement being of a similar make and model), and (b) at all times maintain a service contract for the maintenance of such supplemental air-conditioning systems with a third party contractor approved by Landlord.

ARTICLE 7

COMPLIANCE WITH LAW

Section 7.01

A. Tenant shall not do, and shall not permit Persons Within Tenant's Control to do, any act or thing in or upon the Demised Premises or the Building which will invalidate or be in conflict with the certificate of occupancy for the Demised Premises or the Building, or which will violate any Legal Requirements. Subject to Force Majeure, Landlord shall cause a certificate of occupancy for the Building that allows the Demised Premises to be utilized for the Authorized Use to remain in force throughout the entire Lease Term (it being agreed, however, that Landlord makes no representation or warranty to Tenant as to whether Tenant's use of a portion of the Demised Premises for a gallery complies with applicable Legal Requirements, as further set forth in Section 31.19 below). Tenant shall, at Tenant's cost and expense, comply with all Legal Requirements (including Local Laws No. 5 of 1973 and No. 16 of 1984, each as modified and supplemented from time to time under the Administrative Code as applicable to the Demised Premises, and all Legal Requirements relating to asbestos) which shall with respect to the Demised Premises or with respect to any abatement of nuisance (including the removal, containment, transportation and disposal of asbestos), impose any violation, order or duty upon Landlord or Tenant arising from, or in connection with, the Demised Premises, Tenant's occupancy, use or manner of use of the Demised Premises, or any installations therein, or required by reason of a breach of any of Tenant's covenants or agreements under this Lease, whether or not such Legal Requirements shall now be in effect or hereafter enacted or issued, and whether or not any work required shall be ordinary or extraordinary or foreseen or unforeseen at the date hereof. Notwithstanding the foregoing, Tenant shall not be obligated to perform any structural Alterations to the Demised Premises by reason thereof, if and to the extent that the necessity therefor shall result from the mere use and occupancy of the Demised Premises for office use. Landlord represents to Tenant that, as of the Commencement Date, there will be no asbestos or asbestos containing materials (as such term is defined by Legal Requirements) located within the Demised Premises, and Landlord agrees not to thereafter introduce the same into the Demised Premises. In addition, if and to the extent that the failure to so comply would adversely affect Tenant's use and occupancy of the Demised Premises for the Authorized Use, Landlord shall comply with the current and future requirements of the Disabilities Act and all other Legal Requirements in connection with the Building (excluding the Demised Premises to the extent that the same are made Tenant's responsibility pursuant to this Article 7), the Building Systems and the common and public areas, unless such compliance was necessitated by any act or omission of Tenant or of any Person Within Tenant's Control.

B. Tenant shall be responsible for the cost of all present and future compliance with The Americans with Disabilities Act of 1990, Public Law 101-336, 42 U.S.C. § 12101 et seq. and Local Law 58 of 1988, each as modified and supplemented from time to time, together with all regulations promulgated in connection therewith (herein collectively called the "Disabilities Act"), in respect of the Demised Premises, except that Tenant shall not hereby be made to be under any obligation to comply with the Disabilities Act if and to the extent that the same shall require Tenant to make any structural alterations within the Demised Premises (i.e., alterations to the slab, support columns and facade) or to make any modifications to Building Systems located within the Demised Premises, unless the necessity for such structural alteration or modification to Building Systems located within the Demised Premises arises from (i) Tenant's manner of use of the Demised Premises for other than customary office uses, (ii) the manner of conduct of Tenant's business, (iii) Tenant's installations, equipment or other property therein or the operation thereof, (iv) any cause or condition created by or at the instance of Tenant (as distinguished from Tenant's mere occupancy of the Demised Premises for office use), or (v) the breach of any of Tenant's obligations under this Lease. In addition, Tenant shall be responsible for the cost of all present and future compliance with the Disabilities Act with respect to areas of the Land and Building outside the Demised Premises, but only if and to the extent that compliance with the requirements for such present and future compliance arises from (I) Tenant's manner of use of the Demised Premises other than customary office uses, (II) the manner of conduct of Tenant's business, (III) Tenant's installations, equipment or other property therein or the operation thereof, (IV) any cause or condition created by or at the instance of Tenant (as distinguished from Tenant's mere occupancy of the Demised Premises for office use), or (V) the breach of any of Tenant's obligations under this Lease. Landlord represents to Tenant that Landlord's Work with respect to the bathrooms in the Demised Premises includes the construction of the same in compliance with the Disabilities Act.

C. Tenant shall be responsible for the cost of all present and future compliance with all Legal Requirements imposed by the Occupational Safety and Health Administration relating to indoor air quality (the "OSHA Requirements") affecting the Demised Premises, except that Tenant shall not hereby be made to be under any obligation to comply with the OSHA Requirements if and to the extent that the same shall require revisions to portions of the Building Systems located outside of the Demised Premises, unless the necessity for such compliance arises from (i) Tenant's manner of use of the Demised Premises for other than customary office uses, (ii) the manner of conduct of Tenant's business, (iii) Tenant's installations, equipment or other property therein or the operation thereof, (iv) any cause or condition created by or at the instance of Tenant (as distinguished from Tenant's mere occupancy of the Demised Premises for office use), or (v) the breach of any of Tenant's obligations under this Lease.

D. Tenant shall not cause or permit any Hazardous Materials (hereinafter defined) to be used, stored, transported, released, handled, produced or installed in, on or from the Demised Premises or the Building. The term "Hazardous Materials", as used herein, shall mean any flammables, explosives, radioactive materials, hazardous wastes, hazardous and toxic substances or related materials, asbestos or any material containing asbestos, or any other substance or material included in the definition of "hazardous substances", "hazardous wastes", "hazard materials", "toxic substances", "contaminants" or any other pollutant, or otherwise regulated by any federal, state or local environmental law, ordinance, rule or regulation, including the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, the Hazardous Materials Transportation Act, as amended, and the Resource Conservation and Recovery Act, as amended, and in the regulations adopted and publications promulgated pursuant to each of the foregoing Acts, and/or pursuant to any other law or regulation of like import now or hereafter in force. In the event of a violation of any of the foregoing provisions of this Subsection 7.01D, Landlord may, without notice and without regard to any grace or cure period contained elsewhere in this Lease, take all remedial action deemed necessary by Landlord to correct such condition, and Tenant shall reimburse Landlord for the cost thereof, upon demand, as additional rent.

Section 7.02 If Tenant shall receive notice of any violation of any Legal Requirements applicable to the Demised Premises, Tenant shall give prompt notice thereof to Landlord.

Section 7.03 Tenant shall also be obligated to comply with any Legal Requirements requiring any structural Alteration of the Demised Premises, but only if such Alteration shall be required by reason of a condition which has been created by, or at the instance of, Tenant or Persons Within Tenant's Control, or shall be attributable to the use or manner of use to which Tenant or Persons Within Tenant's Control puts the Demised Premises, or shall be required by reason of a breach of any of Tenant's covenants and agreements under this Lease.

Section 7.04 If any governmental license or permit shall be required for the proper and lawful conduct of Tenant's business and if the failure to secure such license or permit would, in any way, affect Landlord or the Building, then Tenant, at Tenant's expense, shall promptly procure and thereafter maintain, submit for inspection by Landlord, and at all times comply with the terms and conditions of, each such license or permit.

Section 7.05 If an excavation shall be made upon the land adjacent to or under the Building, or shall be authorized or contemplated to be made, Tenant shall afford to the person causing or authorized to cause such excavation license to enter upon the Demised Premises for the purpose of doing such work as said person shall deem necessary or desirable to preserve the Building from injury or damage and to support the same by proper foundations without any claim for damages or indemnity against Landlord, or diminution or abatement of rent.

Section 7.06 Tenant shall not clean, or permit, suffer or allow to be cleaned, any windows in the Demised Premises from the outside in violation of Section 202 of the Labor Law or any other Legal Requirements.

ARTICLE 8

INSURANCE

Section 8.01 Landlord shall maintain during the Lease Term a policy or policies of insurance insuring the Building against loss or damage due to fire and other casualties covered within the classification of fire and extended coverage, vandalism coverage and malicious mischief, sprinkler leakage, water damage and special extended coverage on the Building for the full replacement cost value of the Building (excluding the replacement cost value of the foundation or footings of the Building). Landlord may elect to maintain such other or additional insurance coverage as may include protection against the risks of earthquake, flood damage and other hazards, a rental loss endorsement, one or more loss payee endorsements in favor of any Mortgagee or Overlandlords, and such other endorsements as Landlord shall reasonably determine to be appropriate or desirable. Tenant shall not do or permit to be done any act or thing in or upon the Demised Premises which will invalidate or be in conflict with the terms of the New York State standard form of fire insurance with extended coverage, or with rental, liability, boiler, sprinkler, water damage, war risk or other insurance policies (or endorsements) covering the Building and the fixtures and property therein (hereinafter referred to as the "Building Insurance"); and Tenant, at Tenant's own expense, shall comply with all rules, orders, regulations and requirements of all Insurance Boards of which Tenant shall have received notice, and shall not do or permit anything to be done in or upon the Demised Premises or bring or keep anything therein or use the Demised Premises in a manner which increases the rate of premium for any of the Building Insurance or any property or equipment located therein over the rate in effect at the commencement of the Lease Term.

Section 8.02

A. If, by reason of the failure of Tenant to comply with any provision of this Lease, the rate of premium for the Building Insurance or other insurance on the property and equipment of Landlord or any other tenant or subtenant in the Building shall be higher than it otherwise would be, Tenant shall reimburse Landlord and/or such other tenants or subtenants in the Building for that part of the insurance premiums thereafter paid by Landlord or by the other tenants or subtenants in the Building which shall have been charged because of such failure by Tenant. Tenant shall make said reimbursement on the first day of the month following such payment by Landlord or such other tenants or subtenants.

B. In any action or proceeding wherein Landlord and Tenant are parties, a schedule or "make-up" of any insurance rate for the Building or Demised Premises issued by any Insurance Board establishing insurance premium rates for the Building shall be prima facie evidence of the facts therein stated and of the several items and charges in the insurance premium rates then applicable to the Building.

Section 8.03

A. Tenant shall, at Tenant's own cost and expense, obtain, maintain and keep in force during the entire Lease Term, for the benefit of Landlord, the managing agent for the Building, Overlandlord and Tenant, the following insurance coverages: (i) commercial general liability insurance (including premises operation, bodily injury, personal injury, death, independent contractors' liability, owner's protective liability, products and completed operations liability, broad form contractual liability and broad form property damage coverages) in a combined single limit amount of not less than $10,000,000.00, against all claims, demands or actions with respect to damage, injury or death made by or on behalf of any person or entity, arising from or relating to the conduct and operation of Tenant's business in, on or about the Demised Premises (which shall include Tenant's signs, if any), or arising from or related to any act or omission of Tenant or of Persons Within Tenant's Control; (ii) during the course of construction of any Tenant's Alterations and until completion thereof, Builder's Risk insurance on an "all risk" basis (including collapse) on a completed value (non-reporting) form for full replacement value covering the interests of Landlord and Tenant (and their respective contractors and subcontractors) in all work incorporated into the Building and all materials and equipment located in or about the Demised Premises; (iii) Workers' Compensation insurance, as required by law; and (iv) if Tenant shall install or maintain one or more boilers or other pressure vessels to serve the Demised Premises or Tenant's operations thereat, Tenant shall, at Tenant's own cost and expense, obtain, maintain and keep in force, for the benefit of Landlord, Overlandlord and Tenant, appropriate insurance coverage thereof in an amount not less than $5,000,000.00 (it being understood and agreed, however, that the foregoing shall not be deemed a consent by Landlord to the installation and/or maintenance of any boilers or other pressure vessels in the Demised Premises, which installation and/or maintenance shall at all times be subject to the prior written consent of Landlord). Any insurance required to be carried by Tenant pursuant to the provisions of this Lease may be written as either a primary or umbrella policy (or both) and may be carried under a blanket policy or policies covering the Demised Premises and other locations of Tenant, provided that each such policy shall in all respects comply with the provisions of this Article 8 and shall set forth the specific dollar amount of the coverage of such policy that is applicable solely to the Demised Premises, and such dollar amount shall not be less than the amount required pursuant to this Section 8.03. All such insurance shall contain only such "deductibles" or "retentions" as Landlord shall reasonably approve. In addition, prior to any entry upon the Demised Premises by Tenant or by any Person Within Tenant's Control, Tenant shalt deliver or cause to be delivered to Landlord certificates evidencing that all insurance required hereunder is in full force and effect. Whenever, in Landlord's reasonable judgment, good business practice and changing conditions indicate a need for additional or different types of insurance coverage, and if similarly situated tenants of comparable buildings shall typically carry such insurance coverage, Tenant shall, upon Landlord's request, promptly obtain such insurance coverage, at Tenant's expense.

B. Tenant shall, at Tenant's own cost and expense, obtain, maintain and keep in force during the entire Lease Term, insurance that shall protect and indemnify Landlord, the managing agent of the Building, Tenant and Overlandlord against any and all damage to or loss of Tenant's Alterations, equipment, furnishings,

furniture, fixtures and contents in the Demised Premises or the Building (including (i) all improvements, installations and equipment furnished or installed by Landlord in the Demised Premises as part of Tenant's Work (including improvements to, or portions of, Building Systems), and (ii) any sprinkler loop and distribution pipes and heads, any Heating Units, any supplemental air-conditioning systems, any heating, ventilation and air-conditioning piping, ducts and components of a distribution system exclusively serving the Demised Premises, and all bathroom fixtures in or appurtenant to the Demised Premises), and all claims and liabilities relating thereto. Such insurance shall be written on an "all risk" of physical loss or damage basis, for the full replacement cost value (new, without deduction for depreciation of the covered items) and in amounts that satisfy any co-insurance clauses of the policies of insurance, and shall include a vandalism and malicious mischief endorsement, with sprinkler leakage coverage.

C. Landlord, the managing agent for the Building and Overlandlord shall be named as additional insureds in said policies and shall be protected against all liability occasioned by an occurrence insured against. All said policies of insurance shall be: (i) written on an "occurrence" basis, (ii) written as primary policy coverage and not contributing with or in excess of any coverage which Landlord, the managing agent for the Building, or Overlandlord may carry, (iii) written in form and substance reasonably satisfactory to Landlord, and (iv) issued by insurance companies then rated not less than A:X in Best's insurance reports, and which are licensed to do business in the State of New York. Tenant shall, prior to the Commencement Date, deliver to Landlord copies of all such policies of insurance, or (x) in the case of the insurance required pursuant to Subsection 8.03A above, certificates thereof, or (y) in the case of the insurance required pursuant to Subsection 8.03B above, an ACORD Form 27 (i.e., "Evidence of Property Insurance Form") or, in Landlord's discretion, such other form or certificate as shall be acceptable to Landlord (but, in any case, including a copy of the waiver of subrogation endorsement required to be carried by Tenant pursuant to this Lease), together with evidence of payment of premiums thereon. Thereafter, Tenant shall furnish to Landlord, at least ten (10) days prior to the expiration of any such policies and any renewal thereof, a new policy or certificate or form (as applicable) in lieu thereof, with evidence of the payment of premiums thereon. Each of said policies (and certificate or form, if applicable) shall also contain a provision whereby the insurer agrees not to cancel, diminish or materially modify said insurance policy(ies) without having given Landlord and Overlandlord at least thirty (30) days prior written notice thereof, by certified mail, return receipt requested.

D. Tenant shall pay all premiums and charges for all of said policies, and, if Tenant shall fail to make any payment when due or carry any such policy, Landlord may, but shall not be obligated to, make such payment or carry such policy, and the amount paid by Landlord, with interest thereon at the Interest Rate, shall be repaid to Landlord by Tenant within ten (10) days following demand therefor, and all such amounts so repayable, together with such interest, shall be deemed to constitute additional rent hereunder. Payment by Landlord of any such premium, or the carrying by Landlord of any such policy, shall not be deemed to waive or release the default of Tenant with respect thereto.

E. Notwithstanding and without regard to the limits of insurance specified in this Section 8.03, Tenant agrees to defend, protect, indemnify and hold harmless Landlord and Overlandlord, and the agents, partners, shareholders, directors, officers and employees of Landlord and Overlandlord, from and against all claims, damage, loss, liability, cost and expense (including engineer's, architects' and reasonable attorneys' fees and disbursements) resulting from any of the risks referred to in this Section 8.03. The foregoing obligation of Tenant shall be and remain in full force and effect whether or not Tenant has placed and maintained the insurance specified in this Section 8.03, and whether or not proceeds from such insurance (such insurance having been placed and maintained) actually are collectible from one or more of the aforesaid insurance companies; provided, however, that Tenant shall be relieved of its obligation of indemnity herein pro tanto of the amount actually recovered by Landlord from one or more of said insurance companies by reason of injury, damage or loss sustained on the Demised Premises. If any action or proceeding shall be brought against Landlord or any of the other indemnified parties in connection with any matter which is the subject of the foregoing indemnity, Tenant, upon notice from Landlord, shall resist and defend such action or proceeding at Tenant's expense by counsel reasonably satisfactory to Landlord, without any disclaimer of liability in connection therewith.

Section 8.04

A. Landlord shall cause each policy carried by Landlord insuring the Building against loss, damage, or destruction by fire or other casualty, and Tenant shall cause each insurance policy carried by Tenant and insuring the Demised Premises and Tenant's Alterations, leasehold improvements, equipment, furnishings, fixtures and contents against loss, damage, or destruction by fire or other casualty, to be written in a manner so as to provide that the insurance company waives all rights of recovery by way of subrogation against Landlord or Tenant in connection with any loss or damage covered by any such policy. Neither party shall be liable to the other for the amount of such loss or damage which is in excess of the applicable deductible, if any, caused by fire or any of the risks enumerated in its policies, provided that such waiver was obtainable at the time of such loss or damage. However, if such waiver cannot be obtained, or shall be obtainable only by the payment of an additional premium charge above that which is charged by companies carrying such insurance without such waiver of subrogation, then the party undertaking to obtain such waiver shall notify the other party of such fact, and such other party shall have a period of ten (10) days after the giving of such notice to agree in writing to pay such additional premium if such policy is obtainable at additional cost (in the case of Tenant, pro rata in proportion of Tenant's rentable area to the total rentable area covered by such insurance); and if such other party does not so agree or the waiver shall not be obtainable, then the provisions of this Section 8.04 shall be null and void (with respect to both Landlord and Tenant) as to the risks covered by such policy for so long as either such waiver cannot be obtained or the party in whose favor a waiver of subrogation is desired shall refuse to pay the additional premium. If the release of either Landlord or Tenant, as set forth in the second sentence of this Section 8.04, shall contravene any law with respect to exculpatory agreements, the liability of the party in question shall be deemed not released, but no action or rights shall be sought or enforced against such party unless and until all rights and remedies against the other's insurer are exhausted and the other party shall be unable to collect such insurance proceeds.

B. The waiver of subrogation referred to in Subsection 8.04A above shall extend to the agents and employees of each party, but only if and to the extent that such waiver can be obtained without additional charge (unless such party shall pay such charge). Nothing contained in this Section 8.04 shall be deemed to relieve either party from any duty imposed elsewhere in this Lease to repair, restore and rebuild.

Section 8.05 In the event of any permitted sublease or occupancy (by a person other than Tenant) of all or a portion of the Demised Premises, all of the covenants and obligations on the part of Tenant set forth in this Article 8 shall bind and be fully applicable to the subtenant or occupant (as if such subtenant or occupant were Tenant hereunder) for the benefit of Landlord.

ARTICLE 9

FIRE OR CASUALTY

Section 9.01 if the Demised Premises or any part thereof shall be damaged or rendered inaccessible by fire or other insured casualty occurring in the Building and Tenant shall give prompt written notice thereof to Landlord, then Landlord shall, subject to the provisions of Sections 9.02 and 9.03, proceed with reasonable diligence to repair or cause to be repaired such damage at Landlord's expense if and to the extent that such repair is fully paid for with the net proceeds of insurance, if any, recovered with respect to the damage or untenantability, but in no event greater than the scope of Landlord's construction of the Demised Premises upon the completion of Landlord's Work (without, however, including Tenant's Work). if the Demised Premises, or any material part thereof (i.e., at least 35% of the Demised Premises), shall be rendered untenantable or inaccessible by reason of such damage (including portions of the Demised Premises that shall be inaccessible because of damage elsewhere in the Demised Premises or the Building), then the Fixed Rent and Recurring Additional Rent hereunder, or an amount thereof apportioned according to the area of the Demised Premises so rendered untenantable (if less than the entire Demised Premises shall be so rendered untenantable), shall be abated for the period from the date of such damage to the date when the damage shall have been repaired as aforesaid. if Landlord, Overlandlord or any Mortgagee (as applicable) shall be unable to collect the insurance proceeds (including rent insurance proceeds) applicable to such damage because of some action or inaction on the part of Tenant or of Persons Within Tenant's Control, then the cost of repairing such damage shall be paid by Tenant and there shall be no abatement of Fixed Rent and Recurring Additional Rent. Tenant covenants and agrees to cooperate with Landlord, Overlandlord and any Mortgagee in their efforts to collect insurance proceeds (including rent insurance proceeds) payable to such parties. Landlord shall not be liable for any delay which may arise by reason of adjustment of insurance on the part of Landlord and/or Tenant, or any cause beyond the control of Landlord or contractors employed by Landlord.

Section 9.02 Landlord shall not be liable for any inconvenience or annoyance to Tenant or injury to the business of Tenant resulting in any way from damage from fire or other casualty or the repair thereof. Tenant understands that Landlord, in reliance upon the provisions set forth in Section 8.03 above, may elect not to carry insurance on some or any of Tenant's furnishings, furniture, contents, fixtures, equipment, Alterations and leasehold improvements (including (i) all improvements, installations and equipment furnished or installed by Landlord in the Demised Premises as part of Tenant's Work (including improvements to, or portions of, Building Systems), and (ii) any sprinkler loop and distribution pipes and heads, any Heating Units, any supplemental air-conditioning systems, any heating, ventilation and air-conditioning piping, ducts and components of a distribution system exclusively serving the Demised Premises, and all bathroom fixtures in or appurtenant to the Demised Premises), and that, regardless of whether Landlord does carry such insurance, Landlord shall not be obligated to repair any damage thereto or replace the same.

Section 9.03 Notwithstanding anything to the contrary contained in Sections 9.01 and 9.02 above, in the event that:

(i) the Building shall be damaged by fire or other casualty to the extent that substantial alteration or reconstruction of the Building shall, in Landlord's sole and unfettered opinion, be required (whether or not the Demised Premises shall have been damaged by such fire or other casualty and without regard to the structural integrity of the Building), and provided that, if the Demised Premises shall not have been damaged, Landlord shall terminate all other leases for space in the Office Space, or

(ii) at least fifty (50%) percent of the Office Space is totally or substantially damaged or is rendered wholly or substantially untenantable, and provided that, if the Demised Premises shall not have been damaged, Landlord shall terminate all other leases for space in the Office Space, or

(iii) there is any damage to the Demised Premises within the last two (2) years of the Lease Term, and the cost of repair exceeds an amount equal to three (3) monthly installments of Fixed Rent,

then Landlord may, in Landlord's sole and absolute discretion, terminate this Lease and the term and estate hereby granted, by notifying Tenant in writing of such termination within ninety (90) days after the date of such damage. In the event that such a notice of termination shall be given, then this Lease and the term and estate hereby granted shall expire as of the date of termination stated in said notice with the same effect as if that were the date hereinbefore set for the expiration of the Lease Term, and the Fixed Rent and Recurring Additional Rent hereunder shall be apportioned as of such date. In the event that Landlord shall have terminated this Lease in accordance with the provisions of this Section 9.03, Tenant shall be entitled to retain all amounts recovered by Tenant from insurance maintained by Tenant.

Section 9.04

A. If Landlord shall be obligated or otherwise elects to repair the Demised Premises and/or the access thereto pursuant to the provisions of Section 9.01 above and if Landlord shall not substantially complete said repair within twelve (12) months following the date of such fire or other casualty (subject to extension for the period of any delays resulting from causes beyond the reasonable control of Landlord), Tenant shall have the right to terminate this Lease, but only by notice delivered to Landlord not more than ten (10) days after the expiration of such twelve (12) month period, as the same may be extended. If applicable, Landlord shall notify Tenant of any extension of the twelve (12) month period within five (5) days following the end of such twelve (12) month period.

B. If more than twenty-five (25%) percent of the Demised Premises shall be damaged by fire or other casualty during the last year of the Lease Term, and if Landlord shall not have terminated this Lease pursuant to Section 9.03 above, then Landlord shall notify Tenant of the estimated time to repair the Demised Premises and/or the access thereto (which estimate shall be prepared by a reputable independent contractor hired by Landlord). If such estimated time to repair shall exceed three (3) months, then Tenant may terminate this Lease and the term and estate hereby granted, by notifying Landlord in writing of such termination within ten (10) days after delivery to Tenant of such estimate.

C. As a condition precedent to any termination pursuant to this Section 9.04, Tenant shall make available (or pay over) to Landlord the proceeds of insurance carried by Tenant pursuant to Subsection 8.03B above with respect to such fire or other casualty, except for those proceeds allocated to Tenant's furnishings, fixtures and equipment. In the event that such a notice of termination shall be given by Tenant, then this Lease and the term and estate hereby granted shall expire as of the date that said notice shall be received by Landlord with the same effect as if that were the date hereinbefore set for the expiration of the Lease Term, and the Fixed Rent and Recurring Additional Rent hereunder shall be apportioned as of such date.

Section 9.05 Except as may be provided in Section 8.04, nothing herein contained shall relieve Tenant from any liability to Landlord or to Landlord's insurers in connection with any damage to the Demised Premises or the Building by fire or other casualty arising from the negligence or willful misconduct of Tenant.

Section 9.06 Tenant shall throughout the Lease Term provide fire wardens and searchers as required under NYC Local Law No. 5 of 1973, as heretofore and/or hereafter amended.

Section 9.07 Tenant shall give Landlord notice of the occurrence of any fire, casualty or other accident in the Demised Premises promptly after Tenant becomes aware thereof. The failure by Tenant to provide such notice shall not be deemed to relieve Landlord of Landlord's obligation to restore and repair as provided in this Article 9, but in no event shall Landlord be deemed to be under any obligation to do so until Landlord has actual knowledge of the damage to the Demised Premises or the Building.

Section 9.08 This Lease shall be considered an express agreement governing any case of damage to or destruction of the Building or any part thereof by fire or other casualty, and Section 227 of the Real Property Law of the State of New York (providing for such a contingency in the absence of express agreement), and any other law of like import now or hereafter in force, shall have no application in such case.

ARTICLE 10

ASSIGNMENT AND SUBLETTING

Section 10.01

A. As a material inducement to Landlord to enter into this Lease, Tenant covenants and agrees, for Tenant and Tenant's heirs, distributees, executors, administrators, legal representatives, successors and assigns, that neither this Lease nor the term and estate hereby granted, nor any part hereof or thereof, will be assigned, or advertised for assignment, mortgaged, pledged, encumbered or otherwise transferred, by operation of law or otherwise, and that neither the Demised Premises, nor any part thereof, will be sublet or advertised for subletting or occupied by anyone other than Tenant, or for any purpose other than as hereinbefore set forth, without the prior written consent of Landlord (which consent shall not be unreasonably withheld or conditioned in accordance with the terms of this Article 10) in every case.

B. The direct or indirect transfer of fifty (50%) percent or more (aggregating all multiple and/or prior transfers) of: (1) the shares of a corporate tenant, or (ii) the shares of any corporation of which Tenant is an immediate or remote subsidiary, or (iii) the beneficial or legal interests of a tenant that is a business entity other than a corporation, in each case including transfers by operation of law, and including a related or unrelated series of transactions, shall be deemed an assignment of this Lease for the purposes of this Article 10. For the purposes hereof, "shares" of a corporate tenant or other corporation shall be deemed to include: (x) the issued and outstanding shares of any class of the voting stock of a corporation, and/or (y) the issued and outstanding shares of any class of convertible non-voting stock, debentures or securities of a corporation. Issuance of new corporate shares of a corporation or partnership interests by a partnership, and/or the issuance of a new class of voting stock or convertible non-voting stock or debentures or securities of a corporation which results in a transfer of control of that corporation, or the execution of an agreement affecting the power to vote fifty (50%) percent or more of the issued and outstanding shares of any class of stock or securities of a corporation, shall each be deemed to be a "transfer" for the purposes hereof. In order to implement the foregoing provisions (but subject to the provisions of Subsection 10.02C below), if Tenant shall be a corporation or any other business entity, then, within ten (10) days following Landlord's written request therefor, Tenant shall furnish to Landlord a statement verified by a principal officer, partner or member of Tenant stating whether or not there has been a direct or indirect transfer of ownership of the shares, or other beneficial or legal interests of Tenant that would constitute an assignment under this Article 10.

Section 10.02

A. Tenant may sublet all or part of the Demised Premises, or assign Tenant's entire interest in this Lease and the leasehold estate hereby created, to a corporation or other business entity that controls, is controlled by or is under common control with, Tenant (herein referred to as a "Related Entity"), provided that (i) Tenant shall not then be in default (after Tenant shall have theretofore been given notice of any such default) with respect to any of Tenant's obligations under this Lease, (ii) not less than twenty (20) days prior to such subletting or assignment, Tenant shall furnish Landlord with the name of such Related Entity, together with a certification of Tenant, and such other proof as Landlord may reasonably request, that such subtenant or assignee is a Related Entity of Tenant, (iii) in the reasonable judgment of Landlord, the proposed subtenant or assignee is of a character which is in keeping with the standards of Landlord for the Building, and (iv) for the entire term of such sublease or assignment, the subtenant or assignee thereunder shall continue to be a Related Entity. (If, at any time thereafter, said subtenant or assignee shall cease to be a Related Entity, then the continued use and occupancy of the Demised Premises, or any portion thereof, by said subtenant or assignee shall be subject to all of Landlord's rights set forth in this Article 10 with respect to a proposed subtenant or assignee who is subject to the provisions of Sections 10.03, 10.04 and 10.07 below (including Landlord's right to exercise the Recapture Option and be paid Profit), and Tenant shall comply with all of the provisions set forth in this Article 10 with respect to a proposed subletting or assignment.) In connection with the information to be provided to Landlord pursuant to this Subsection 10.02A, Tenant shall, upon demand therefor by Landlord (which demand shall not be made more often than once per calendar year, absent extenuating circumstances), deliver to Landlord corporate records or other similar evidence reasonably satisfactory to Landlord establishing that such subtenant or assignee remains a Related Entity of Tenant. In the case of a subletting, such subletting shall not he deemed to vest in any such Related Entity any right or interest in this Lease or a direct grant by Landlord of any right to occupy the Demised Premises, nor shall it relieve, release, impair or discharge any of Tenant's obligations under this Lease (including the obligation not to allow the Demised Premises to be used for any use or purpose other than the Authorized Use). In the case of an assignment, the assignor tenant shall not be relieved or released from the performance of any of Tenant's obligations under this Lease, nor shall such assignment be construed to impair or discharge any of said obligations. For the purposes of this Article 10, the term "control" shall be deemed to mean ownership of more than fifty (50%) percent of all of the voting stock of such corporation, or more than fifty (50%) percent of all of the legal and equitable interest in any other business entity.

B. Upon written notice to Landlord prior to the effective date of any such transaction, but nevertheless subject to Tenant's compliance with all of the requirements set forth in this Subsection 10.02B, Tenant may assign or transfer Tenant's entire interest in this Lease and the leasehold estate hereby created to a "Successor Entity" of Tenant, provided that (i) Tenant shall not then be in default (after Tenant shall have theretofore been given notice of any such default) with respect to any of Tenant's obligations under this Lease, (ii) the proposed occupancy shall not increase the cleaning or maintenance requirements in the Demised Premises or impose an extra burden upon the Building equipment or Building services with respect to the in the Demised Premises, and (iii) the proposed assignee shall not be entitled, directly or indirectly, to diplomatic or sovereign immunity, and shall be subject to the service of process in, and the jurisdiction of the courts of, the State of New York. The term "Successor Entity" shall mean any of the following: (x) a corporation or other business entity into which or with which Tenant shall be merged or consolidated, in accordance with applicable statutory provisions for the merger or consolidation of corporations, provided that (whether by operation of law or by effective provisions contained in the instruments of merger or consolidation) the liabilities of the corporations or other business entity participating in such merger or consolidation are assumed by the corporation or other business entity surviving such merger or consolidation; or (y) a corporation acquiring this Lease and the term hereof and the estate hereby granted, the goodwill and all or substantially all of the other property and assets of Tenant, and assuming all or substantially all of the liabilities of Tenant; or (z) any corporate successor to a Successor Entity becoming such by either of the methods described in clauses (x) and (y) above; provided that, in each case: (1) such merger or consolidation, or such acquisition and assumption, as the case may be, shall be made for a good business purpose other than (and not principally for) the purpose of transferring the leasehold estate created hereby, (2) immediately after giving effect to any such merger or consolidation, or such acquisition and assumption, as the case may be, the corporation or other business entity surviving such merger or created by such consolidation or acquiring such assets and assuming such liabilities, as the case may be, shall have assets, capitalization and a net worth, as determined in accordance with generally accepted accounting principles and certified to Landlord by an independent certified public accountant, at least equal to the assets, capitalization and net worth, similarly determined, of Tenant on the date immediately preceding such merger or consolidation, or such acquisition and assumption, and (3) proof reasonably satisfactory to Landlord of such business purpose, assets, capitalization and net worth shall have been delivered to Landlord at least ten (10) days prior to the effective date of any such transaction.

C. The transfer of the outstanding capital stock of any corporate tenant shall not be deemed an assignment of this Lease (and Tenant shall not be required to furnish Landlord with the information described in the last sentence of Subsection 10.01B above) if such transfer shall be effected by the sale of such stock through the "over-the-counter-market" or through any recognized stock exchange, unless such stock shall be sold, transferred or otherwise conveyed by persons deemed "insiders" within the meaning of the Securities Exchange Act of 1934, as amended.

D. Notwithstanding anything to the contrary contained in this Article 10, provided that Tenant shall not be in default with respect to any obligation of Tenant under this Lease, Tenant shall have the right, without being required to obtain the consent of Landlord, to permit a portion of the Demised Premises (not to exceed, in the aggregate, twenty-five (25%) percent of the then total number of rentable square feet in the Demised

Premises) to be used under a so-called "desk sharing agreement" by any person or business entity with whom Tenant has an ongoing business relationship (not related to the occupancy by such person or business entity of any space in the Demised Premises), but only for the uses permitted under this Lease, and only for such period as such person or business entity shall continue to have such ongoing business relationship with Tenant (with each such entity being referred to as a "Desk Sharing Entity"). However, no such desk sharing agreement shall be permitted or valid, unless, at least ten (10) days prior to a Desk Sharing Entity taking occupancy of a portion of the Demised Premises, Tenant shall have given notice to Landlord of the proposed desk sharing agreement advising Landlord of (1) the name and address of such Desk Sharing Entity, (2) the character and nature of the business to be conducted by such Desk Sharing Entity, (3) the number of square feet of Rentable Area to be occupied by such Desk Sharing Entity, (4) the duration of such occupancy, and (5) the rent, if any, to be paid by such Desk Sharing Entity for its use of the applicable portion of the Demised Premises. Tenant shall also deliver to Landlord a copy of each desk sharing agreement promptly following the execution thereof (which desk sharing agreement for the purposes hereof shall identify the Desk Sharing Entity, describe the relationship between Tenant and such Desk Sharing Entity, state the nature of the business conducted by such Desk Sharing Entity at the Demised Premises and state the rent, if any, to be paid by such Desk Sharing Entity for its use of the applicable portion of the Demised Premises), in form and substance reasonably satisfactory to Landlord, duly executed and acknowledged by Tenant and the applicable Desk Sharing Entity. Furthermore, (i) no floor to ceiling demising walls may be erected in the Demised Premises separating the space used by a Desk Sharing Entity from the remainder of the Demised Premises, (ii) the use of any portion of the Demised Premises by any Desk Sharing Entity shall not create any right, title or interest of the Desk Sharing Entity in or to the Demised Premises, and (iii) either (X) the Desk Sharing Entity may not pay for its occupancy rights an amount greater than the Fixed Rent and Recurring Additional Rent (at the rate then being paid by Tenant pursuant to this Lease) reasonably allocable to the portion of the Demised Premises that the Desk Sharing Entity has the right to occupy, or (Y) if the Desk Sharing Entity will pay an amount greater than the Fixed Rent and Recurring Additional Rent (at the rate then being paid by Tenant pursuant to this Lease) reasonably allocable to the portion of the Demised Premises that the Desk Sharing Entity has the right to occupy, then the provisions of subdivision 7A(ii) below shall apply thereto as if the desk sharing agreement were a sublease. Within ten (10) Business Days after request by Landlord from time to time, Tenant shall provide Landlord with a list of the names of all Desk Sharing Entities then occupying any portion of the Demised Premises and a description of the spaces occupied thereby. Any such desk sharing agreement shall be subject and subordinate to all of the terms, covenants and conditions of this Lease and, notwithstanding such desk sharing agreement, Tenant shall remain fully liable for all of Tenant's obligations under this Lease.

Section 10.03

A. (i) Except with respect to assignments or sublets described in Section 10.02 above, if Tenant shall desire to assign this Lease or to sublet all or substantially all of the Demised Premises for substantially all of the remaining Lease Term, Tenant shall first give Landlord notice thereof (the "Recapture Offer Notice"), which notice shall (a) specify the desired effective date of any such assignment or commencement date of such sublease (the "Recapture Date") (which date shall not be earlier than the thirtieth (30th) day nor later than the ninetieth (90th) day following the date of the Recapture Offer Notice), and (b) in the case of a proposed sublease of less than all of the Demised Premises, be accompanied by a floor plan of the space proposed to be sublet.

(ii) Such Recapture Offer Notice shall be deemed an offer from Tenant to Landlord whereby Landlord shall then have the option (the "Recapture Option"), which may be exercised by notice given to Tenant (the "Recapture Notice") within thirty (30) days after Landlord shall have received the Recapture Offer Notice from Tenant with respect to the proposed assignment or subletting, accompanied by all of the information set forth in subdivision 10.03A(i) above, to cancel and terminate this Lease for all of the Demised Premises as of the date proposed for such assignment or subletting, or, in the case of a proposed sublease of less than substantially all of the Demised Premises, to cancel and terminate this Lease with respect to the space which is the subject of the proposed sublease.

(iii) If Landlord exercises the aforesaid option to terminate this Lease, as set forth in subdivision 10.03A(ii) above, with respect to the premises (the "Recaptured Space") that constitutes either the entire Demised Premises (in the case of an assignment of this Lease or a sublease of all or substantially all of the Demised Premises) or the portion of the Demised Premises that is the subject of the proposed sublease (in the case of a sublease of less than substantially all of the Demised Premises), then this Lease and the term and estate hereby granted shall expire with respect to the Recaptured Space as of the Recapture Date with the same effect as if that were the date hereinbefore set for the expiration of the Lease Term, and the Fixed Rent and the Recurring Additional Rent hereunder shall be apportioned as of such date.

(iv) If Landlord shall notify Tenant that Landlord elects not to exercise the Recapture Option, then Tenant shall have the right to assign this Lease or sublease the Demised Premises in accordance with the provisions of this Article 10, subject, however, to the provisions of the immediately following subdivision (v).

(v) If Landlord shall have notified Tenant that Landlord elects not to exercise the Recapture Option and Tenant shall not have delivered to Landlord an Assignment/Sublet Notice with respect to a proposed assignment of this Lease or a subletting within one hundred eighty (180) days thereafter, then, if Tenant shall desire to assign this Lease or sublease the Demised Premises, Tenant shall be required to again deliver the Recapture Offer Notice and otherwise comply with the foregoing provisions before Landlord shall be required to make an election as to the exercise of the Recapture Option.

B. If Landlord shall exercise a Recapture Option, then this Lease shall expire with respect to the Recaptured Space on the Recapture Date as if the Recapture Date had been originally fixed as the Expiration Date, whereupon (if the Recaptured Space shall constitute less than all of the Demised Premises) the Fixed Rent, Rentable Square Feet of the Demised Premises, Tenant's Operating Share, Tenant's Tax Share and the Security Deposit Amount shall be reduced, on a pro rata basis, to reflect the size of the balance of the Demised Premises. Landlord shall be free to, and shall have no liability to Tenant (or to any broker engaged by Tenant) if Landlord shall, lease the Demised Premises (or any portion thereof) to any third party, including Tenant's prospective assignee or subtenant.

C. Except as permitted pursuant to Section 10.02 above, in any case where Landlord shall not have exercised the Recapture Option, upon Tenant's obtaining a proposed assignee or subtenant on terms satisfactory to Tenant, Tenant shall give notice thereof to Landlord (an "Assignment/Sublet Notice"), and in such notice shall set forth in reasonable detail: (i) the name and address of the proposed assignee or subtenant, (ii) the nature and character of the business of the proposed assignee or subtenant and its proposed use of the Demised Premises, (iii) current financial information with respect to the proposed assignee or subtenant, including its most recent financial report, (iv) the business terms and conditions of the proposed assignment or subletting, the effective date of which shall be not less than thirty (30) days after the giving of such notice, (v) in the event of a desired subletting of less than all of the Demised Premises, a description and floor plan of the proposed sublease premises, and (vi) any other information reasonably requested by Landlord. Tenant may elect to deliver an Assignment/Sublet Notice to Landlord simultaneously with the delivery to Landlord of the Recapture Offer Notice.

D. For the purposes of this Article 10, (i) the phrase "substantially all of the Demised Premises" shall mean eighty-five (85%) percent or more of the Demised Premises, and (ii) the phrase "substantially all of the remaining Lease Term" shall mean that, at the conclusion of the term of the proposed sublease, less than one (1) year shall remain with respect to the Lease Term or the Renewal Term, as the case may be.

Section 10.04 If Landlord shall not exercise the Recapture Option within the time period provided in Section 10.03 above, or if Landlord shall not have the right to exercise the Recapture Option, then Landlord shall not unreasonably withhold consent to the proposed assignment of this Lease or a proposed subletting of all or a portion of the Demised Premises, provided that Tenant shall not then be in default (after Tenant shall have theretofore been given notice of any such default) with respect to any of Tenant's obligations under this Lease, and provided further that the following additional conditions (which shall be in addition to, and not in lieu of, the other terms, conditions and requirements set forth elsewhere in this Article 10) shall be satisfied:

(i) The proposed assignee or subtenant shall not be: (a) a school of any kind, or an employment or placement agency or governmental or quasi-governmental agency, or a real estate brokerage office or medical office or executive recruitment office, or any retail bank (in contradistinction to a bank or financial institution that will be using the Demised Premises for the Authorized Use) or retail establishment, or (b) entitled, directly or indirectly, to diplomatic or sovereign immunity, and the proposed assignee or subtenant shall be subject to service of process in, and the jurisdiction of the courts of, the State of New York;

(ii) The subletting or assignment shall be to a reputable person, whose occupancy will be in keeping with the dignity and character of the then use and occupancy of the Building, and whose occupancy will not (a) be more objectionable or more hazardous than that of Tenant herein, (b) impose any additional burden upon Landlord in the operation of the Building, or (c) cause the Building or any part thereof not to conform with Landlord's sustainability practices, including any third-party rating system concerning the environmental compliance of the Building or the Demised Premises, as the same may change from time to time;

(iii) The proposed assignee or subtenant shall have, in the reasonable judgment of Landlord, sufficient financial worth to perform the obligations of Tenant under this Lease;

(iv) No space shall be or have been publicly listed or advertised to the general public at a lower rental rate than that being asked by Landlord at the time for similar space in the Building (although such space may actually be sublet at a lower rental rate than the rate then being asked by Landlord for similar space in the Building); and

(v) The proposed assignee or subtenant (or any person who directly or indirectly controls, is controlled by or is under common control with, either (a) the proposed assignee or subtenant, or (b) any person who controls the proposed assignee or subtenant) shall not be a tenant, subtenant, occupant or assignee of any premises in the Building, or a party who dealt or negotiated with Landlord or Landlord's agent (directly or through a broker) with respect to the leasing of any space in the Building during the twelve (12) months immediately preceding Tenant's request for Landlord's consent, but the foregoing restriction shall be applicable only if Landlord reasonably anticipates that Landlord shall, within twelve (12) months immediately following such request, be able to offer to such proposed assignee or subtenant comparably sized space in the Building for at least a comparable term.

Section 10.05 In the event of each and every permitted assignment of Tenant's interest under this Lease, the following provisions shall apply:

(i) The assignee shall assume and agree, in a recordable writing delivered to Landlord on or before the effective date of such assignment, to perform all of the terms, conditions and agreements of this Lease on the part of Tenant to be kept, performed and observed from and after the effective date of such assignment, and to become jointly and severally liable with the assignor (and remote assignors, if any) for the performance thereof

(ii) The assignor shall assign to the assignee all of the assignor's right, tide and interest and claim to the security deposited hereunder (unless the Security Deposit is then being held in the form of a letter of credit, in which case the letter of credit delivered by the assignor Tenant to Landlord shall be returned to the assignor Tenant upon the assignee delivering to Landlord a new letter of credit that satisfies the then applicable requirements of this Lease).

(iii) Following the effective date of such assignment, the terms, covenants and conditions of this Lease may be changed, altered or modified in any manner whatsoever by Landlord and the assignee without the consent thereto of the Tenant named herein or of any other remote or immediate assignor. The joint and several liability of the Tenant named herein and of any immediate and remote successor-in-interest of Tenant (by assignment or otherwise), and the due performance by all such assignors and successors of each and every one of the obligations of this Lease on Tenant's part to be performed or observed, shall not in any way be discharged, released or impaired by any (a) such change, alteration or modification, or other agreement which amends any of the rights or obligations of the parties under this Lease, (b) stipulation which extends the time within which an obligation under this Lease is to be performed, (c) waiver of the performance of an obligation required under this Lease, or (d) failure to enforce any of the obligations set forth in this Lease.

Section 10.06

A. In the event of each and every permitted subletting of all or any part of the Demised Premises, the following provisions shall apply:

(i) No subletting shall be for a term ending later than one (1) day prior to the Expiration Date of this Lease.

(ii) The sublease agreement shall be reasonably acceptable to Landlord in substance and form, and shall provide that it is and shall be subject and subordinate to this Lease and to all matters to which this Lease is or shall be subordinate.

(iii) The sublease agreement and all of the subtenant's rights thereunder shall be expressly made subject to all of the obligations of Tenant under this Lease, and to the further condition and restriction that the sublease shall not be assigned, encumbered or otherwise transferred, or the subleased premises further sublet by the subtenant in whole or in part, or any part thereof suffered or permitted by the subtenant to be used or occupied by others, without the prior written consent of Landlord (which consent may be granted, withheld or conditioned in Landlord's sole and absolute discretion) in each instance.

B. If Landlord shall consent to a proposed subletting of all or any portion of the Demised Premises, then either the sublease agreement or the written instrument of consent, which shall also be executed and acknowledged by Tenant and the subtenant, shall contain a provision substantially similar to the following:

"The sublandlord [i.e., Tenant under this Lease] and the subtenant hereby agree that, if the subtenant shall be in default of any obligation of the subtenant under the sublease, which default also constitutes a default by the sublandlord under the overlease [i.e., this Lease], then the overlandlord [i.e., Landlord under this Lease] shall be permitted to avail itself of all of the rights and remedies available to the sublandlord in connection therewith. Without limiting the generality of the foregoing, the overlandlord shall be permitted (by assignment of a cause of action or otherwise) to institute an action or proceeding against the subtenant in the name of the sublandlord in order to enforce the sublandlord's rights under the sublease, and shall also be permitted to take all ancillary actions (e.g., serve default notices and demands) in the name of the sublandlord as the overlandlord shall reasonably determine to be necessary. The sublandlord agrees to cooperate with the overlandlord, and to execute such documents as shall be reasonably necessary, in connection with the implementation of the foregoing rights of the overlandlord. The sublandlord and the subtenant expressly acknowledge and agree that the exercise by the overlandlord of any of the foregoing rights and remedies: (i) shall not constitute an election of remedies, (ii) shall not in any way impair the overlandlord's entitlement to pursue other rights and remedies directly against the sublandlord, and (iii) shall not establish any privity of relationship between the overlandlord and the subtenant, or in any way create a landlord/tenant relationship between the overlandlord and the subtenant."

Section 10.07

A. If Landlord shall consent to any assignment of this Lease or to any sublease of all or any part of the Demised Premises, Tenant shall, in consideration therefor, pay to Landlord, as additional rent hereunder, the following amounts (hereinafter being referred to as "Profit"):

(i) in the case of an assignment, fifty (50%) percent of the amount by which (x) all amounts and other consideration due or payable to Tenant and/or Tenant's designee for or by reason of such assignment (including all amounts due or payable for the sale or rental of Tenant's fixtures, leasehold improvements, equipment, furniture, furnishings or other personal property), exceed (y) the amount of the following reasonable and customary out-of-pocket expenses, but only if and to the extent actually incurred and paid by Tenant to unrelated third parties in connection with such assignment: (a) brokerage commissions, and (b) the cost of Alterations made by Tenant to prepare the Demised Premises for occupancy by the assignee (but not including any portion of the cost of Tenant's Initial Improvements), or the amount of a "contribution" made to the assignee by Tenant in lieu thereof; and

(ii) in the case of a sublease, fifty (50%) percent of the amount by which (x) the sum of (1) all rents, additional rents and other consideration due or payable under the sublease to Tenant by the subtenant, and (2) all other amounts and consideration due or payable to Tenant or Tenant's designee for or by reason of such subletting (including all amounts due or payable for the sale or rental of Tenant's fixtures, leasehold

improvements, equipment, furniture or other personal property), exceed (y) the sum of (1) that part of the Fixed Rent and additional rent hereunder allocable to the subleased space and accruing for the corresponding period during the term of the sublease, and (2) the amount of the following reasonable and customary out-of-pocket expenses (allocated on a straight-line basis over the term of the sublease), but only if and to the extent actually incurred and paid by Tenant to unrelated third parties in connection with such sublease: (a) brokerage commissions, and (b) the cost of Alterations made by Tenant to prepare the subleased premises for occupancy by the subtenant (but not including any portion of the cost of Tenant's Initial Improvements), or the amount of a "contribution" made to the subtenant by Tenant in lieu thereof.

B. Any amount(s) payable by Tenant pursuant to the provisions of this Section 10.07 shall be paid by Tenant to Landlord as and when amounts on account thereof are paid by or on behalf of any assignee(s) and/or any sublessee(s) to Tenant or Tenant's designee, and Tenant agrees to promptly advise Landlord thereof and furnish such information with regard thereto as Landlord may reasonably request from time to time.

C. Tenant shall furnish to Landlord, in the January calendar month immediately following each calendar year during any part of which any such sublease shall be in effect, a reasonably detailed financial statement certified as being correct by an executive financial officer (or, if Tenant is not a corporation, a principal) of Tenant, setting forth all sums accruing during the prior calendar year and/or realized by Tenant from such sublease, and a computation of the Profit accruing and/or realized by Tenant during such prior calendar year. Tenant shall remit to Landlord together with such statement any Profit or portion thereof on account of such calendar year not previously remitted to Landlord.

D. Notwithstanding anything to the contrary contained in this Section 10.07, provided that Tenant shall not then be in default (after Tenant shall have theretofore been given notice of any such default) in the performance of any of Tenant's obligations under this Lease, Tenant shall have the one-time right to sublease up to 7,500 rentable square feet to a third party in a single transaction, without the provisions of Section 10.03 or Subsection 10.07A above applying thereto, but otherwise in accordance with, and subject to, the provisions of this Article 10.

Section 10.08

A. Each permitted assignee or transferee of Tenant's interest in this Lease (but not a subtenant) shall assume and be deemed to have assumed this Lease and all of Tenant's obligations under this Lease, and shall be and remain liable jointly and severally with Tenant for the payment of all Fixed Rent, additional rent, other charges and payments due under this Lease, and for the full and timely performance of and compliance with all the terms, covenants, conditions and agreements herein contained on Tenant's part to be performed or complied with for the entire Lease Term. No assignment, sublease or transfer shall be effective or binding on Landlord unless and until such assignee, subtenant or transferee of Tenant shall deliver to Landlord a fully executed and acknowledged duplicate original of the instrument of assignment, sublease or transfer which contains a covenant of assumption (if not a sublease) by an assignee or transferee of all of the obligations aforesaid, and a confirmation (including a sublease) of the covenant under Section 10.01 prior to and preemptive of any similar rights of Tenant or any subtenant, and shall obtain from Landlord the aforesaid written consent prior thereto. In the event of any purported assignment, sublease or transfer in contravention of the provisions of this Lease, Landlord may elect to treat such purported assignee, subtenant or transferee as having assumed this Lease jointly and severally with Tenant, without in any way or to any extent binding Landlord to consent to such purported assignment, sublease or transfer.

B. In no event shall any assignee, subtenant or other occupant of the Demised Premises use the Demised Premises for any purpose other than the Authorized Use. (For the avoidance of doubt, Tenant acknowledges that any assignee, subtenant or other occupant of the Demised Premises shall be bound by the use restrictions set forth in the Existing Underlying Lease.)

Section 10.09 The consent by Landlord to an assignment or subletting shall not relieve Tenant, the assignee or any subtenant from obtaining the express consent in writing of Landlord (which consent, unless expressly provided to the contrary in this Article 10, may be granted, withheld or conditioned in Landlord's absolute discretion) to any other or further assignment or subletting.

Section 10.10

A. If this Lease shall be assigned (whether or not in violation of the provisions of this Article 10), Landlord may collect from the assignee, and Tenant hereby authorizes and directs the assignee to pay to Landlord, all rent (whether denominated as Fixed Rent or otherwise), additional rent and other charges payable pursuant to the instrument of assignment, with the net amount so collected by Landlord to be applied to the Fixed Rent, additional rent and other charges herein provided, but no such assignment or collection shall be deemed a waiver of the covenant by Tenant under Section 10.01 above, nor shall the same be deemed the acceptance by Landlord of the assignee as a tenant, or a release of Tenant from the further performance of the covenants and agreements on the part of Tenant to be performed as herein contained. Each and every instrument of assignment shall contain the substance of the foregoing provision.

B. If all or any portion of the Demised Premises shall be sublet or occupied by anyone other than Tenant (whether or not in violation of the provisions of this Article 10), then, upon demand made by Landlord at any time following the occurrence of an Event of Default, Landlord may collect from the subtenant or occupant, and Tenant hereby authorizes and directs such party to pay to Landlord, all rent (whether denominated as Fixed Rent or otherwise), additional rent and other charges payable pursuant to such instrument, with the net amount so

collected by Landlord to be applied to the Fixed Rent, additional rent and other charges herein provided, but no such subletting, occupancy or collection shall be deemed a waiver of the covenant by Tenant under Section 10.01 above, nor shall the same be deemed the acceptance by Landlord of the subtenant or occupant as a tenant, or a release of Tenant from the further performance of the covenants and agreements on the part of Tenant to be performed as herein contained. Each and every instrument of sublease and/or occupancy agreement shall contain the substance of the foregoing provision.

C. Subject to the provisions of Subsection 10.10D below, if Landlord shall for any reason or cause recover or come into possession of the Demised Premises before the date hereinbefore fixed for the expiration of the Lease Term, or if an Event of Default shall occur, then Landlord shall have the right (but not the obligation) to take over any and all subleases or sublettings of the Demised Premises or any part or parts thereof made or granted by Tenant and to succeed to all of the rights and privileges of said subleases and sublettings or such of them as Landlord may elect to take over and assume, and Tenant hereby expressly assigns and transfers to Landlord such of the subleases and sublettings as Landlord may elect to take over and assume at the time of such recovery of possession (or occurrence of an Event of Default), and Tenant shall upon request of Landlord execute, acknowledge and deliver to Landlord such further assignments and transfers as may be necessary, sufficient and proper to vest in Landlord the then existing subleases and sublettings. By its entry into a sublease, each and every subtenant shall be deemed to have thereby agreed that, upon said recovery of possession (or occurrence of an Event of Default) and if Landlord shall so elect, Landlord may, in Landlord's sole and absolute discretion, take over the right, title and interest of Tenant, as sublandlord, under such sublease, in which case such subtenant shall: (i) be deemed to have waived any right to surrender possession of the subleased space or to terminate the sublease, (ii) be bound to Landlord for the balance of the term of such sublease, and (iii) attorn to Landlord, as its landlord, under all of the then executory terms, covenants and conditions of such sublease, and such subtenant shall be deemed to have expressly agreed that Landlord shall not (1) be liable for any previous act or omission of Tenant under such sublease, (2) be subject to any counterclaim, offset or defense, not expressly provided in such sublease, which theretofore accrued to such subtenant against Tenant, or (3) be bound by any previous modification of such sublease or by any previous prepayment of more than one (1) monthly installment of rent, unless expressly consented to by Landlord. The provisions of this Subsection 10.10C shall be self-operative, and no further instrument shall be required to give effect thereto. However, within five (5) days after Landlord shall have notified any subtenant of said election, such subtenant shall execute, acknowledge and deliver to Landlord such instruments as Landlord may request to evidence and confirm such attornment and the terms thereof. Each and every sublease shall contain the substance of this Subsection 10.10C.

D. Notwithstanding anything to the contrary contained in Subsection 10.10C above, in the case of a sublease of the entire Demised Premises consented to by Landlord (other than a sublease effected pursuant to Section 10.02 above), upon Tenant's request, Landlord shall enter into a subordination, recognition and attornment agreement with the subtenant if: (i) Landlord shall be reasonably satisfied with the financial condition of the proposed subtenant, or the proposed subtenant shall provide Landlord with a security deposit or guaranty reasonably acceptable to Landlord, (ii) the proposed sublease shall be for the entire Demised Premises until the end of the Lease Term, but in no event for fewer than five (5) years (inclusive of any renewal options of such subtenant that are conditioned upon Tenant's exercise of Tenant's renewal rights under this Lease), with no right of cancellation (other than those customarily provided in the event of casualty or condemnation) prior to the expiration of such minimum term (but in no event extending beyond the Expiration Date of this Lease, as that date may have been theretofore, or may thereafter be, extended in accordance with the terms of this Lease), (iii) the proposed sublease is a bona-fide arm's-length sublease with an entity not affiliated with Tenant, (iv) the subtenant shall agree (in such subordination, recognition and attornment) that the rental to be paid by the subtenant to Landlord (if, as and when such subordination, recognition and attornment agreement shall become operative between Landlord and the subtenant following a termination of this Lease) shall be equal to the greater (on a per rentable square foot basis) of the Fixed Rent and Recurring Additional Rent payable under this Lease and the total rentals payable under the sublease; (v) the proposed sublease does not give the subtenant any right to extend the sublease term beyond the Expiration Date of this Lease, as that date may have been theretofore, or may thereafter be, extended in accordance with the terms of this Lease, (vi) the proposed sublease imposes no obligations on Landlord to do any work (other than is otherwise required to be done by Landlord pursuant to the express terms of this Lease) or provide any work allowance to the subtenant (which would be binding on the Landlord), and (vii) the proposed sublease gives no greater rights to the subtenant than Tenant has under this Lease, nor imposes any greater obligations on the sublandlord that would be binding on Landlord than Landlord has under this Lease.

Section 10.11 Without limiting the generality of the covenant set forth in Section 10.01 above, Tenant covenants and agrees that Tenant shall not assign Tenant's interest under this Lease or sublet the Demised Premises (or any portion thereof) to any tenant or occupant in the Building. Tenant covenants and agrees not to accept any assignment of lease or sublease from, or become a subtenant of, any tenant or occupant in the Building.

Section 10.12 Tenant shall reimburse Landlord on demand for all reasonable out-of-pocket costs (including all reasonable legal fees and disbursements, as well as the costs of making investigations as to the acceptability of a proposed assignee or subtenant) that may be incurred by Landlord in connection with a request by Tenant that Landlord consent to any proposed assignment or sublease.

Section 10.13 If Landlord shall decline to consent to any proposed assignment or sublease, or if Landlord shall exercise the Recapture Option under Section 10.03 above, Tenant shall indemnify, defend and hold Landlord harmless from and against any and all loss, liability, damages, cost and expense (including reasonable attorneys' fees disbursements), resulting from any claims that may be made against Landlord by the proposed assignee or subtenant or by any brokers or other persons claiming a commission or similar compensation in connection with the proposed assignment or sublease.

Section 10.14 Except as expressly provided to the contrary in this Article 10, in the event that Tenant shall assign or attempt to assign Tenant's interest in, to or under this Lease, or if Tenant shall sublet or attempt to sublet the Demised Premises or any portion thereof, without having obtained Landlord's prior written consent thereto or in violation of any of the other provisions contained in this Lease, Landlord shall have the right to terminate this Lease at any time thereafter without affording Tenant any grace period or opportunity to cure. The acceptance by Landlord of any Fixed Rent or additional rent paid, or of the performance of any obligation to be performed by Tenant, by a purported assignee or subtenant shall not be deemed (i) a consent by Landlord to the assignment or sublet to such purported assignee or subtenant, (ii) a release by Landlord of Tenant's performance of, or compliance with, any of the obligations to be performed, or covenants or terms to be complied with, by Tenant pursuant to this Lease, or (iii) a waiver of Landlord's right of termination as set forth in the immediately preceding sentence.

Section 10.15 The listing of any name other than that of Tenant, whether on the doors of the Demised Premises, on any Building directory, elevators or otherwise, shall not operate to vest any right or interest in this Lease or the Demised Premises, nor shall it be deemed to be the consent of Landlord to any assignment or transfer of this Lease or to any sublease of the Demised Premises or to the use or occupancy thereof by third parties. Landlord shall not be required to permit the listing of any name other than Tenant, and Tenant agrees that, if Landlord does consent to any such listing, the same shall be deemed a privilege extended by Landlord that is revocable at will by written notice to Tenant. Notwithstanding the foregoing, provided that Tenant shall have obtained Landlord's prior written approval to such signage (which approval shall not be unreasonably withheld), Tenant shall have the right to install signage in the Demised Premises elevator lobby identifying the permitted occupants of the Demised Premises.

ARTICLE 11

NON-LIABILITY; INDEMNIFICATION

Section 11.01 Neither Landlord nor Landlord's agents shall be liable for: (i) any damage to property of Tenant or of others entrusted to employees of Landlord or to Landlord's agents, nor for the loss of or damage to any property of Tenant or of Persons Within Tenant's Control by theft or otherwise; (ii) any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain, snow or leaks from any part of the Building or from the pipes, appliances or plumbing works or from the roof, street or sub-surface or from any other place or by dampness or by any other cause of whatsoever nature, unless such injury or damage is caused by the negligent act of Landlord and is not otherwise subject to the provisions of Section 8.04 above; (iii) any such damage caused by other tenants or persons in the Building or caused by operations in construction of any private, public or quasi-public work; or (iv) any latent defect in the Demised Premises or in the Building. Notwithstanding the foregoing, subject to the provisions of Section 8.04 above, nothing contained in this Section 11.01 shall be construed to relieve Landlord of any liability that Landlord may have to Tenant under law for any loss or damage suffered by Tenant that is caused solely by the willful misconduct or negligence of Landlord, or by Landlord's agents or employees (it being agreed, however, that in no event shall Landlord ever have any liability to Tenant, or to any person claiming by, through or under Tenant, for consequential damages).

Section 11.02 If at any time any windows of the Demised Premises shall be temporarily or (if mandated by any Legal Requirements, or resulting from such window being a lot-line window and not resulting from any acts of Landlord) permanently closed, darkened or covered for any reason whatsoever, including Landlord's own acts, Landlord shall not be liable for any damage Tenant may sustain thereby, and Tenant shall not be entitled to any compensation therefor nor abatement of rent, nor shall the same release Tenant from Tenant's obligations hereunder or constitute an eviction. Landlord agrees to use commercially reasonable efforts (but shall not be obligated to use overtime or premium pay labor) to minimize interference with Tenant's use and occupancy of the Demised Premises by reason thereof.

Section 11.03 Tenant agrees (except if and to the extent that the same shall be caused by the negligence or willful misconduct of any Indemnified Party, but irrespective of whether Tenant shall have been negligent in connection therewith), to indemnify, protect, defend and save harmless, Landlord and Landlord's partners, officers, directors, contractors, agents and employees (individually and collectively, the "Indemnified Party") from and against any and all liability (statutory or otherwise), claims, suits, demands, damages, judgments, costs, fines, penalties, interest and expenses (including reasonable counsel and other professional fees and disbursements incurred in any action or proceeding, whether between Tenant and the Indemnified Party, or between the Indemnified Party and any third party or otherwise), to which any such Indemnified Party may be subject or suffer arising from, or in connection with: (i) any liability or claim for any injury to, or death of, any person or persons, or damage to property (including any loss of use thereof), occurring in or about the Demised Premises, or (ii) the use and occupancy of the Demised Premises, or from any work, installation or thing whatsoever done or omitted (other than by Landlord or by Landlord's agents or employees) in or about the Demised Premises during the Lease Term and during the period of time, if any, prior to the Commencement Date that Tenant may have been given access to the Demised Premises, or (iii) any default by Tenant in the performance of Tenant's obligations under this Lease, or (iv) any act, omission, carelessness, negligence or misconduct of Tenant or of any Person Within Tenant's Control.

Section 11.04 Tenant shall reimburse and compensate Landlord, as additional rent within thirty (30) days after rendition of a statement, for all expenditures, costs, fees, expenses, judgments, penalties, damages and fines sustained or incurred by Landlord (including reasonable counsel and other professional fees and disbursements incurred in connection with any action or proceeding) in connection with any matter set forth in this Article 11, or non-performance or non-compliance with or breach or failure by Tenant to observe any term, covenant, agreement, provision or condition of this Lease, or breach of any warranty or representation by Tenant made in this Lease. If, in any action or proceeding naming both Landlord and Tenant, liability arising out of the negligence of Tenant is established, Tenant shall (i) indemnify Landlord in accordance with the provisions of this Article 11 and (ii) waive any right of contribution against Landlord. Reference in this Article 11 to Landlord shall for all purposes be deemed to include Overlandlord and any Mortgagee.

Section 11.05 Tenant agrees that Tenant's sole remedies in any instances where Tenant disputes Landlord's reasonableness in exercising judgment or withholding consent or approval pursuant to a specific provision of this Lease shall be those remedies in the nature of an injunction, declaratory judgment or specific performance, the rights to monetary damages or other remedies being hereby specifically and irrevocably waived by Tenant. Without limiting the generality of the foregoing, and unless expressly provided to the contrary in this Lease, Tenant agrees that, in any situation in which Landlord's consent or approval is required pursuant to this Lease, the same may be granted or withheld in Landlord's absolute discretion, and/or be made subject to such conditions as Landlord, in Landlord's absolute discretion, may deem appropriate.

Section 11.06 In no event shall either Landlord or Tenant be liable under this Lease for any consequential or punitive damages, including loss of profits or business opportunity, arising under or in connection with this Lease, except for any such damages for which Tenant may be liable pursuant to Subsection 25.02B below. For purposes of this Section 11.06, "persons within Landlord's control" shall mean Landlord, and all of Landlord's principals, officers, agents, contractors, servants and employees, but shall not include any tenants, subtenants, licensees or other occupants in the Building or any of their agents, servants, employees, visitors or contractors.

ARTICLE 12

CONDEMNATION

Section 12.01 If the whole of the Demised Premises shall be lawfully condemned or taken in any manner for any public or quasi-public use, this Lease and the term and estate hereby granted shall forthwith cease and terminate as of the date of vesting of title. If only a part of the Demised Premises shall be so condemned or taken, then this Lease shall remain in full force and effect, but, effective as of the date of vesting of title, the Fixed Rent and Recurring Additional Rent hereunder shall be abated in an amount apportioned according to the area of the Demised Premises so condemned or taken. If only a part of the Building shall be so condemned or taken (whether or not the Demised Premises shall be affected), then (i) Landlord may, at Landlord's option, terminate this Lease and the term and estate hereby granted as of the date of such vesting of title by notifying Tenant in writing of such termination within sixty (60) days following the date on which Landlord shall have received notice of vesting of title, provided that, if no portion of the Demised Premises shall have been condemned or taken, Landlord shall terminate this Lease only if Landlord shall terminate all other leases for the Office Space, and (ii) if such condemnation or taking shall deprive Tenant of reasonable access to the Demised Premises and Landlord shall not have provided or undertaken steps to provide other reasonable means of access thereto, Tenant may, at Tenant's option, but only by delivery of notice in writing to Landlord within sixty (60) days following the date on which Tenant shall have received notice of vesting of title, terminate this Lease and the term and estate hereby granted as of the date of vesting of title. If neither Landlord nor Tenant elects to terminate this Lease as aforesaid, this Lease shall be and remain unaffected by such condemnation or taking, except that the Fixed Rent and Recurring Additional Rent shall be abated to the extent, if any, hereinbefore provided in this Article 12. If only a part of the Demised Premises shall be so condemned or taken and this Lease and the term and estate hereby granted are not terminated as hereinbefore provided, Landlord shall, with reasonable diligence and at Landlord's expense, restore the remaining portion of the Demised Premises as nearly as practicable to the same condition as existed prior to such condemnation or taking, provided that such restoration shall not exceed the scope of the work done in originally constructing the Building and that the cost thereof shall not exceed the net proceeds of the award received by Landlord for the value of the portion of the Demised Premises so taken, and Tenant shall be entitled to receive no part of such award, except as set forth in Section 12.02 below.

Section 12.02 In the event of any condemnation or taking hereinbefore mentioned of all or a part of the Building or the Demised Premises, Landlord shall be entitled to receive the entire award in the condemnation proceeding, including any award made for the value of the estate vested by this Lease in Tenant, and Tenant hereby expressly assigns to Landlord any and all right, title and interest of Tenant now or hereafter arising in or to any such award or any part thereof, and Tenant shall be entitled to receive no part of such award. In any condemnation proceeding, Tenant may submit a separate claim against the condemning authority for the value of Tenant's trade fixtures and the cost of removal or relocation, as well as for the value of Tenant's Work, but only in each case if such separate claims are allowable as such and do not reduce the award otherwise payable to Landlord.

Section 12.03 If all or any portion of the Demised Premises shall be taken by the exercise of the right of eminent domain for occupancy for a limited period, this Lease shall continue in full force and effect and Tenant shall continue to pay in full the Fixed Rent, additional rent and other charges herein reserved, without reduction or abatement, and Tenant shall be entitled to receive so much of any award or payment made for such use as shall be equal to the aforementioned payments that are actually made by Tenant to Landlord during such temporary taking, except as hereinafter provided, and Landlord shall receive the balance thereof. If such award or payment shall be made in a lump sum, Landlord shall receive out of such lump sum (and Tenant shall be credited with) an amount equal to the total of the Fixed Rent, additional rent and other charges due to Landlord or to be paid by Tenant under the terms of this Lease for the period of such taking (less any amounts theretofore paid by Tenant to Landlord attributable to the period of such taking), and such amount received by Landlord shall be held by Landlord as a fund which Landlord shall apply from time to time to the payments due to Landlord from Tenant under the terms of this Lease. Out of the balance of such sum, if any, Tenant shall be paid in an amount equal to the amounts, if any, theretofore paid by Tenant to Landlord attributable to the period of such taking, and Landlord shall be paid the remainder of such balance. If such taking shall be for a period not extending beyond the Lease Term, and if such taking results in changes or Alterations in the Demised Premises which would necessitate an expenditure to restore

the Demised Premises to its former condition, then Tenant at the termination of such taking shall, at Tenant's expense, restore the Demised Premises to its former condition, and such portion of the award or payment payable to Landlord, if any, in excess of the Fixed Rent, additional rent and other charges for the period of such taking as shall be necessary to cover the expenses of such restoration shall be applied to such restoration, and the balance necessary, if any, shall be paid by Tenant. Tenant shall also pay all fees, costs and expenses of every character and kind of Landlord incurred in connection with such limited taking and obtaining the award therefor, and in connection with such restoration.

ARTICLE 13

ACCESS; BUILDING NAME

Section 13.01 Landlord reserves the right at any time and from time to time (without thereby creating an actual or constructive eviction or incurring any liability to Tenant therefor) to place such structures and to make such relocations, changes, Alterations, additions, improvements, Repairs and replacements on the Land and in or to the Building (including the Demised Premises) and the Building Systems, and the operation of the Building Systems, as well as in or to the street entrances, subway entrances, lobbies, halls, plazas, washrooms, tunnels, elevators, stairways and other parts thereof (provided that Tenant shall not be denied reasonable access to the Demised Premises thereby), and to erect, maintain and use pipes, ducts and conduits in and through the Demised Premises, all as Landlord may in Landlord's sole discretion deem necessary or desirable; provided, however, that (.0 Landlord shall use commercially reasonable efforts (but shall not be obligated (except as otherwise expressly provided in this Article 13) to use overtime or premium pay labor) to minimize interference with Tenant's use and occupancy of the Demised Premises arising from the making of such Repairs, Alterations and improvements, (ii) any pipes, conduits or ducts installed in or through the Demised Premises shall be concealed behind interior walls, floors or ceilings, if feasible, or shall be enclosed and "boxed in" adjacent to such walls, floors or ceilings, and (iii) when completed, the installation of such pipes, ducts or conduits shall not unreasonably interfere with Tenant's conduct of business at the Demised Premises or reduce the useable areas of the Demised Premises more than a de minimis amount. Landlord shall also have the right to install solar control window film on, or otherwise alter for energy savings purpose, any windows of the Demised Premises. Nothing contained in this Article 13 shall be deemed to relieve Tenant of any duty, obligation or liability of Tenant with respect to making any repair, replacement or improvement or complying with any Legal Requirements as elsewhere in this Lease provided.

Section 13.02 Neither this Lease nor any use by Tenant shall give Tenant any right or easement in or to the use of any door or hallways, or any passage or any tunnel or any concourse or arcade or plaza or to any connection of the Building with any subway, railroad or any other building or to any public conveniences, and the use of such doors, halls, passages, tunnels, concourses, arcades, plazas, connections and conveniences may without notice to Tenant be regulated or discontinued at any time and from time to time by Landlord without Landlord incurring any liability to Tenant therefor and without affecting the obligations of Tenant under this Lease.

Section 13.03 Landlord, and Overlandlord and any Mortgagee, and their representatives, may enter the Demised Premises at all reasonable hours upon reasonable prior notice to Tenant (except in an emergency, in which case entry may be made at any time and without notice) for the purpose of inspection or of making Repairs, Alterations, additions, restorations, replacements or improvements in or to the Demised Premises or the Building or Building Systems or of complying with Legal Requirements or the requirements of any Insurance Board, or of performing any obligation imposed on Landlord by this Lease, or of exercising any right reserved to Landlord by this Lease (including the right, during the progress of any Repairs or Alterations or while performing work or furnishing materials in connection with compliance with all such Legal Requirements or requirements of any Insurance Board, to keep and store within the Demised Premises all necessary materials, tools and equipment that are being used for work to be performed in the Demised Premises), provided that the foregoing shall not be deemed to impose any obligation on Landlord or Overlandlord or Mortgagee to make any Repairs or Alterations. In making any such Repairs or Alterations, Landlord shall use commercially reasonable efforts (but shall not be obligated to use overtime or premium pay labor in connection therewith) to minimize interference with Tenant's normal business operations in the Demised Premises.

Section 13.04 Landlord may, at reasonable times and without Tenant being present, show the Demised Premises to any prospective purchaser, lessee, mortgagee, or assignee of the Building and/or the Land, or of Landlord's interest therein, and their representatives. During the fifteen (15) month period preceding the Expiration Date, Landlord may similarly show the Demised Premises or any part thereof to any person contemplating the leasing of all or a portion of the same.

Section 13.05 Without incurring any liability to Tenant, Landlord may permit access to the Demised Premises and open the same, whether or not Tenant shall be present, upon demand of any receiver, trustee, assignee for the benefit of creditors, sheriff, marshal or court officer entitled to, or purporting to be entitled to, such access for the purpose of taking possession of, or removing, Tenant's property or for any other lawful purpose (but by this provision any action by Landlord hereunder shall not be deemed a recognition by Landlord that the person or official permitted to such access has any right to such access or interest in or to this Lease, or in or to the Demised Premises), or upon demand of any representative of the fire, police, building, sanitation or other department of the city, state or federal governments.

Section 13.06 Landlord shall have the absolute right at any time, and from time to time, to name and change the name of the Building and to change the designated address of the Building. The Building may be named after any person, or otherwise, whether or not such name shall be, or shall resemble, the name of a tenant of space in the Building.

Section 13.07 Any reservation of a right by Landlord to enter upon the Demised Premises and to make or perform any Repairs, Alterations or other work in, to or about the Demised Premises which, in the first instance, is the obligation of Tenant pursuant to this Lease, shall not be deemed to: (i) impose any obligation on Landlord to do so, (ii) render Landlord liable (to Tenant or any third party) for the failure to do so, or (iii) relieve Tenant from any obligation to indemnify Landlord as otherwise provided elsewhere in this Lease.

Section 13.08 Subject to the provisions of this Lease and to circumstances beyond the control of Landlord, Tenant shall have reasonable access to the Demised Premises (including passenger elevator service) on a 24-hour per day, 365-day per year, basis.

ARTICLE 14

BANKRUPTCY

Section 14.01 This Lease and the term and estate hereby granted shall be subject to the conditional limitation that, if any one or more of the following events shall occur: (i) Tenant shall (a) have applied for or consented to the appointment of a receiver, trustee, liquidator, or other custodian of Tenant or any of its properties or assets, (b) have made a general assignment for the benefit of creditors, (c) have commenced a voluntary case for relief as a debtor under the United States Bankruptcy Code or filed a petition to take advantage of any bankruptcy, reorganization, insolvency, readjustment of debts, dissolution or liquidation law or statute or an answer admitting the material allegations of a petition filed against it in any proceeding under any such law, or (d) be adjudicated a bankrupt or insolvent, or (ii) without the acquiescence or consent of Tenant, an order, judgment or decree shall have been entered by any court of competent jurisdiction (a) approving as properly filed a petition seeking relief under the United States Bankruptcy Code or any bankruptcy, reorganization, insolvency, readjustment of debts, dissolution or liquidation law or statute with respect to Tenant or with respect to all or a substantial part of Tenant's properties or assets, or (b) appointing a receiver, trustee, liquidator or other custodian of Tenant or of all or a substantial part of Tenant's properties or assets, and such order, judgment or decree shall have continued unstayed and in effect for any period of ninety (90) days or more, then this Lease may be cancelled and terminated by Landlord by the sending of a written notice to Tenant within a reasonable time after Landlord shall be notified of the happening of any of the aforedescribed events. Neither Tenant, nor any person claiming through or under Tenant or by reason of any statute or order of court, shall thereafter be entitled to possession of the Demised Premises, but shall forthwith quit and surrender the Demised Premises. If this Lease shall have been theretofore assigned in accordance with the provisions of Article 10 above, then the provisions of this Article 14 shall be applicable only to the party then owning Tenant's interest in this Lease.

Section 14.02 Without limiting any of the foregoing provisions of this Article, if, pursuant to the United States Bankruptcy Code, Tenant shall be permitted to assign this Lease notwithstanding the restrictions contained in this Lease, Tenant agrees that adequate assurance of future performance by an assignee expressly permitted under such Code shall be deemed to mean (a) the deposit of cash security in an amount equal to the sum of three (3) monthly installments of the Fixed Rent plus the Recurring Additional Rent for the calendar year preceding the year in which such assignment is intended to become effective, which deposit shall be held by Landlord for the balance of the Lease Term, without interest, as security for the full performance of all of the obligations under this Lease on the part of Tenant to be performed, and (b) evidence by financial statement prepared and certified by a certified public accountant that the assignee has a current net worth, after including the assignment and excluding the value of the leasehold, sufficient to meet all of the remaining rental obligations under this Lease.

ARTICLE 15

DEFAULTS, REMEDIES, DAMAGES

Section 15.01

A. This Lease and the term and estate hereby granted shall be subject to the conditional limitation that, if any one or more of the following events (collectively, "Events of Default") shall occur:

(i) Tenant shall fail to pay to Landlord the full amount of any installment of Fixed Rent or any additional rent, or any other charge payable hereunder by Tenant to Landlord, within five (5) Business Days after the date upon which the same shall first become due; or

(ii) Tenant shall do anything or permit anything to be done, whether by action or inaction, in breach of any covenant, agreement, term, provision or condition of this Lease, or any Exhibit annexed hereto, on the part of Tenant to be kept, observed or performed (other than a breach of the character referred to in clause 15.01A(i) above), and such breach shall continue and shall not be fully remedied by Tenant within thirty (30) days after Landlord shall have given to Tenant a notice specifying the same (except in connection with a breach which cannot be remedied or cured within said thirty (30) day period, in which event the time of Tenant within which to cure such breach shall be extended for such time as shall be necessary to cure the same, but only if Tenant, within such thirty (30)day period, shall promptly commence and thereafter proceed diligently and continuously to cure such breach, and provided further that such period of time shall not be so extended as to jeopardize the interest of Landlord in the Land and/or the Building or so as to subject Landlord to any liability, civil or criminal); or

(iii) Any event shall occur or any contingency shall arise whereby this Lease or the estate hereby granted or the unexpired balance of the Lease Term would, by operation of law or otherwise, devolve upon or pass to any person, firm, association or corporation other than Tenant, except as may be expressly authorized herein; or

(iv) Tenant shall abandon the Demised Premises; or

(v) Tenant, or any parent, affiliate or subsidiary of Tenant, (a) shall be the tenant or occupant of any other space in the Building, and (b) shall default in the performance of any of its obligations under the relevant lease or other occupancy agreement (whether or not the term thereof shall then have commenced), and such default shall continue after the expiration of the applicable cure period (if any) provided in such lease or other occupancy agreement;

then, upon the occurrence of any of said events, Landlord may at any time thereafter give to Tenant a notice of termination of this Lease setting forth a termination date five (5) days from the date of the giving of such notice, and, upon the giving of such notice, this Lease and the term and estate hereby granted (whether or not the Lease Term shall theretofore have commenced) shall expire and terminate upon the expiration of said five (5) days with the same effect as if that day were the date hereinbefore set for the expiration of the Lease Term, but Tenant shall remain liable for damages as provided in Section 15.03 below.

B. If any Event of Default of the same or substantially the same nature shall occur two (2) times within any period of twelve (12) months, then, notwithstanding that each such Event of Default shall have been cured, any further defaults of the same or a substantially similar nature occurring within said twelve (12) month period shall be deemed an Event of Default, whereupon Landlord shall have the right at any time thereafter to terminate this Lease as set forth in Subsection 15.01A above, without affording Tenant any right or opportunity to cure said default.

Section 15.02

A. If an Event of Default shall have occurred, Landlord and/or Landlord's agents and employees, whether or not this Lease shall have been terminated pursuant to Articles 14 or 15, may, without notice to Tenant, immediately or at any time thereafter re-enter into or upon the Demised Premises or any part thereof, either by summary dispossess proceedings or by any suitable action or proceeding at law, or by any other lawful process, without being liable to indictment, prosecution or damages therefor, and may repossess the same, and may remove any persons or property therefrom, to the end that Landlord may have, hold and enjoy the Demised Premises again as and of its first estate and interest therein. The words "re-enter", "re-entry" and "re-entered" as used in this Lease are not restricted to their technical legal meanings. In the event of any termination of this Lease under the provisions of Articles 14 or 15, or in the event that Landlord shall re-enter the Demised Premises under the provisions of this Article 15, or in the event of the termination of this Lease (or of re-entry) by or under any summary dispossess or other proceeding or action or any provision of law, Tenant shall thereupon pay to Landlord the Fixed Rent, additional rent and any other charges payable hereunder by Tenant to Landlord up to the time of such termination of this Lease, or of such recovery of possession of the Demised Premises by Landlord, as the case may be, plus the out-of-pocket expenses incurred or paid by Landlord in terminating this Lease or of re-entering the Demised Premises and securing possession thereof, including reasonable attorneys' fees and costs of removal and storage of Tenant's property, and Tenant shall also pay to Landlord damages as provided in Section 15.03 below.

B. In the event of the re-entry into the Demised Premises by Landlord under the provisions of this Section 15.02, and if this Lease shall not be terminated, Landlord may (but shall have absolutely no obligation to do so), not in Landlord's own name, but as agent for Tenant, relet the whole or any part of the Demised Premises for any period equal to or greater or less than the remainder of the original term of this Lease, for any sum which Landlord may deem suitable, including rent concessions, and for any use and purpose which Landlord may deem appropriate. Such reletting may include any improvements, personalty and trade fixtures remaining in the Demised Premises.

C. In the event of a breach or threatened breach on the part of Tenant with respect to any of the covenants, agreements, terms, provisions or conditions on the part of or on behalf of Tenant to be kept, observed or performed, Landlord shall also have the right to obtain injunctive relief.

D. In the event of (i) the termination of this Lease under the provisions of Articles 14 or 15, or (ii) the re-entry of the Demised Premises by Landlord under the provisions of this Section 15.02, or (iii) the termination of this Lease (or re-entry) by or under any summary dispossess or other proceeding or action or any provision of law by reason of default hereunder on the part of Tenant, Landlord shall be entitled to retain all monies, if any, paid by Tenant to Landlord, whether as advance rent, security deposit or otherwise, but such monies shall be credited by Landlord against any Fixed Rent, additional rent or any other charge due from Tenant at the time of such termination or re-entry or, at Landlord's option, against any damages payable by Tenant under Section 15.03 or pursuant to law.

E. The specified remedies to which Landlord may resort under this Lease are cumulative and concurrent, and are not intended to be exclusive of each other or of any other remedies or means of redress to which Landlord may lawfully be entitled at any time, and Landlord may invoke any remedy allowed under this Lease or at law or in equity as if specific remedies were not herein provided for, and the exercise by Landlord of any one or more of the remedies allowed under this Lease or in law or in equity shall not preclude the simultaneous or later exercise by the Landlord of any or all other remedies allowed under this Lease or in law or in equity.

Section 15.03

A. In the event of any termination of this Lease under the provisions hereof or under any summary dispossess or other proceeding or action or any provision of law, or in the event that Landlord shall reenter the Demised Premises under the provisions of this Lease, Tenant shall pay to Landlord as damages, at the election of Landlord, either:

(i) a sum which at the time of such termination of this Lease or at the time of any such re-entry by Landlord, as the case may be, represents the then value of the excess, if any, of (a) the aggregate of the installments of Fixed Rent and the additional rent (if any) which would have been payable hereunder by Tenant, had this Lease not so terminated, for the period commencing with such earlier termination of this Lease or the date of any such re-entry, as the case may be, and ending with the date hereinbefore set for the expiration of the full term hereby granted pursuant to Articles 1 and 2, over (b) the aggregate rental value of the Demised Premises for the same period (the amounts of each of clauses (a) and (b) being first discounted to present value at an annual rate equal to the then prevailing discount rate announced by the Federal Reserve Bank); or

(ii) sums equal to the aggregate of the installments of Fixed Rent and additional rent (if any) which would have been payable by Tenant had this Lease not so terminated, or had Landlord not so reentered the Demised Premises, payable upon the due dates therefor specified herein following such termination or such re-entry and until the date herein before set for the expiration of the full term hereby granted; provided, however, that if Landlord shall relet the Demised Premises during said period, Landlord shall credit Tenant with the net rents received by Landlord from such reletting, such net rents to be determined by first deducting from the gross rents as and when received by Landlord from such reletting the expenses incurred or paid by Landlord in terminating this Lease and of re-entering the Demised Premises and of securing possession thereof, including reasonable attorneys' fees and costs of removal and storage of Tenant's property, as well as the expenses of reletting, including repairing, restoring and improving the Demised Premises for new tenants, brokers' commissions, advertising costs, reasonable attorneys' fees and disbursements, and all other similar or dissimilar expenses chargeable against the Demised Premises and the rental therefrom in connection with such reletting, it being understood that such reletting may be for a period equal to or shorter or longer than the remaining term of this Lease; and provided further, that (a) in no event shall Tenant be entitled to receive any excess of such net rents over the sums payable by Tenant to Landlord hereunder, (b) in no event shall Tenant be entitled in any suit for the collection of damages pursuant to this Subdivision (ii) to a credit in respect of any net rents from a reletting except to the extent that such net rents are actually received by Landlord prior to the commencement of such suit, and (c) if the Demised Premises or any part thereof should be relet in combination with other space, then proper apportionment on a square foot area basis shall be made of the rent received from such reletting and of the expenses of reletting, or if relet for a period longer than the remaining term of this lease, the expenses of reletting shall be apportioned based on the respective periods.

B. For the purposes of Subdivision A(i) of this Section 15.03, the amount of additional rent which would have been payable by Tenant under Article 19 for each year, as therein provided, ending after such termination of this Lease or such re-entry, shall be deemed to be an amount equal to the amount of such additional rent payable by Tenant for the calendar year and Tax Year ending immediately preceding such termination of this Lease or such re-entry. Suit or suits for the recovery of such damages, or any installments thereof, may be brought by Landlord from time to time at Landlord's election, and nothing contained herein shall be deemed to require Landlord to postpone suit until the date when the term of this Lease would have expired if it had not been terminated under the provisions of Articles 14 or 15, or under any provision of law, or had Landlord not re-entered the Demised Premises.

Section 15.04 Nothing contained in this Article 15 shall be construed as limiting or precluding the recovery by Landlord against Tenant of any payments or damages to which, in addition to the damages particularly provided above, Landlord may lawfully be entitled by reason of any default hereunder on the part of Tenant. The failure or refusal of Landlord to relet the Demised Premises or any part or parts thereof, or the failure of Landlord to collect the rent thereof under such reletting, shall not release or affect Tenant's liability for damages.

Section 15.05 Tenant, for Tenant, and on behalf of any and all persons claiming through or under Tenant, including creditors of all kinds, does hereby waive and surrender all right and privilege which they or any of them might have under or by reason of any present or future law to redeem the Demised Premises, or to have a continuance of this Lease for the term hereby demised, after Tenant shall be dispossessed or ejected therefrom by process of law or under the terms of this Lease or after the expiration or termination of this Lease as herein provided or pursuant to law. Tenant also waives the provisions of any law relating to notice and/or delay in levy of execution in case of an eviction or dispossess of a tenant for non-payment of rent, and of any other law of like import now or hereafter in effect. In the event that Landlord shall commence any summary proceeding for non-payment of rent or for holding over after the expiration or sooner termination of this Lease, Tenant shall not, and hereby expressly waives any right to, interpose any counterclaim of whatever nature or description in any such proceeding.

Section 15.06 The provisions of this Article 15 shall survive the expiration or sooner termination of this Lease.

ARTICLE 16

CURING TENANT'S DEFAULTS; REIMBURSEMENT

Section 16.01 if Tenant shall default (after notice and expiration of the applicable cure period) in the observance or performance of any term, covenant, provision or condition on Tenant's part to be observed or performed under or by virtue of any of the terms or provisions in this Lease, then, unless otherwise provided elsewhere in this Lease, Landlord may immediately or at any time thereafter and without further notice perform the obligation of Tenant thereunder, and if Landlord, in connection therewith or in connection with any default by Tenant in the covenant to pay Fixed Rent or additional rent hereunder, shall make any expenditures or incur any

obligations for payment of money, including court costs and reasonable attorneys' fees and disbursements, in instituting, prosecuting or defending any action or proceeding, then such fees, disbursements, costs and expenses so paid or obligations incurred shall be additional rent to be paid by Tenant to Landlord, upon demand, with interest thereon at an annual rate (the "Interest Rate") equal to the lesser of: (a) the then prevailing prime rate (which, for the purposes hereof, includes any equivalent or successor interest rate, however denominated) of interest for unsecured ninety-day loans by Citibank, N.A. (or JP Morgan Chase, if Citibank, N.A. shall not then have an established prime rate; or the prime rate of any major banking institution doing business in New York City, as selected by Landlord, if neither of the aforementioned banks shall be in existence or have an established prime rate) plus two (2) percentage points, or (b) the maximum rate allowed by law. Any interest payable by Tenant pursuant to this Lease at the Interest Rate shall be calculated from the day such expenditure is made or obligation is incurred until the date when such payment is finally and completely paid by Tenant to Landlord.

Section 16.02 Bills for any property, material, labor or services provided, furnished or rendered, or caused to be provided, furnished or rendered, by Landlord to Tenant, may be sent by Landlord to Tenant monthly (or immediately, at Landlord's option), and shall be due and payable by Tenant as additional rent within thirty (30) days after the same shall be sent to Tenant by Landlord. If Landlord shall commence a summary proceeding against Tenant for non-payment of rent, Tenant shall reimburse Landlord as additional rent for Landlord's reasonable attorneys' fees and expenses, both if judgment is awarded for Landlord, or if Tenant makes the payment subsequent to service of process but prior to entry of judgment. If Tenant or any subtenant of Tenant shall request Landlord's consent to any matter that requires Landlord's consent under this Lease and if Landlord (in Landlord's sole discretion) shall refer the matter to Landlord's attorneys or other professionals or consultants, then, whether or not such consent shall be granted (unless such consent shall have been unreasonably withheld in a situation where this Lease expressly requires such consent not to be unreasonably withheld), Tenant shall reimburse Landlord for the reasonable fees and disbursements incurred by Landlord in connection therewith as additional rent within thirty (30) days after a bill therefor shall have been rendered.

Section 16.03 If the Term shall have expired or been terminated after or on the date that Landlord shall have made any of the expenditures, or incurred any of the obligations, set forth in this Article 16, then all such amounts and any interest thereon, as set forth in Section 16.01 above, shall be recoverable by Landlord as damages. The provisions of this Article 16 shall survive the expiration or sooner termination of this Lease.

ARTICLE 17

QUIET ENJOYMENT

Section 17.01 Landlord covenants that, if and for so long as Tenant shall pay all of the Fixed Rent and additional rent reserved hereunder and shall observe and perform all of the terms, agreements, covenants, provisions and conditions of this Lease on Tenant's part to be observed and performed, Tenant may peaceably and quietly enjoy the Demised Premises, subject nevertheless to the terms and conditions of this Lease, and provided, however, that no eviction of Tenant by reason of paramount title, by reason of the foreclosure of any Mortgage now or hereafter affecting the Demised Premises or by reason of any termination of any Underlying Lease to which this Lease is or shall become subject and subordinate, whether such termination is effected by operation of law, by agreement or otherwise, shall be construed as a breach of this covenant nor shall any action by reason thereof be brought against Landlord. This covenant shall be construed as a covenant running with the Land, and is not, nor shall it be construed as, a personal covenant of Landlord, except to the extent of Landlord's interest in this Lease and only for so long as such interest shall continue. Accordingly, this covenant shall bind and be enforceable against Landlord or any successor to Landlord's interest, subject to the terms hereof, only for so long as Landlord or any successor to Landlord's interest, respectively, shall be in possession and shall be collecting rent from Tenant, but not thereafter.

ARTICLE 18

BUILDING SERVICES

Section 18.01

A. Except as may be specifically provided in this Lease, Tenant acknowledges and agrees that Landlord shall not furnish or supply any services or utilities to the Demised Premises.

B. From and after the date that Tenant shall be ready to occupy the Demised Premises for the conduct of Tenant's business therein, provided no Event of Default shall have occurred and then be continuing, Landlord shall provide the following services:

(i) passenger elevator service on Business Days, during Business Hours, and on Saturdays from 8 A.M. to 1 P.M., and, subject to the provisions of Section 18.02 below, have one elevator on call at all other times. Tenant agrees that Landlord may, at Landlord's election, install elevators with or without operators and may change the same from time to time;

freight elevator service on Business Days, during the hours of 8 A.M. to 5 P.M.;

(ii) hot water supplied on Business Days during Business Hours, as seasonably required, to a valved connection for Hydronic fan powered boxes (if any) installed or to be installed in the Demised Premises (the "Heating Units"), exclusive of any piping from such valved connection to the Heating Units;

(iii) cold water for ordinary lavatory, drinking and office cleaning purposes. If Tenant requires, uses or consumes water for any other purposes or in unusual quantities (as determined by Landlord), then Landlord may (or, at Landlord's direction, Tenant shall) install a meter or meters or other means to measure Tenant's water consumption, and Tenant agrees to pay for the cost of the meter or meters and the installation thereof, and to pay for the maintenance of said meter equipment and/or to pay Landlord's cost of other means of measuring such water consumption by Tenant. Tenant shall reimburse Landlord for the cost of all water consumed as measured by said meter or meters or as otherwise measured, including sewer rents, at the rate paid by Landlord therefor, as additional rent, within twenty (20) days after bills therefor are rendered; and

(iv) cleaning of the Demised Premises on Business Days in accordance with the specifications set forth in Exhibit "E" annexed hereto and made a part hereof, provided that the Demised Premises are kept in reasonable order by Tenant. Tenant shall reimburse Landlord for the cost of removal from the Demised Premises and the Building of so much of Tenant's refuse and rubbish (x) as shall exceed that ordinarily accumulated daily in the routine of business office occupancy or (y) resulting from any use of the Demised Premises during hours other than Business Hours (collectively, "Extra Rubbish Removal"). The reimbursement for Extra Rubbish Removal shall be made by Tenant to Landlord, as additional rent, within ten (10) days after bills therefor are rendered.

C. Tenant agrees that Tenant shall not install any equipment that will exceed or overload the capacity of any utility facilities, and that if any equipment installed by Tenant shall require additional utility facilities, the same shall be installed by Tenant, at Tenant's expense, subject to the provisions of Article 5 above.

D. Without limiting the provisions of Subsection 18.01C above, Tenant's use of electricity in the Demised Premises shall not at any time exceed the capacity of the risers and feeders to the Demised Premises or wiring installations thereon. In order to ensure that the existing capacity is not exceeded and to avert possible adverse effect upon the Building's distribution of electricity via the Building's electric system, if at any time the total demand load of Tenant's fixtures, appliances and equipment in the Demised Premises shall equal or exceed eight (8) watts demand load per Rentable Square Foot (exclusive of electricity used to operate the Building Units and the Heating Units), then Tenant shall not, without Landlord's prior consent in each instance, connect any additional fixtures, appliances or equipment to the Building's electric system, or make any Alterations or additions to the then existing electric system of the Demised Premises.

E. If, within sixty (60) days after the date hereof, Tenant shall notify Landlord that Tenant shall require supplemental air-conditioning for the Demised Premises and shall request that Landlord reserve sufficient condenser water for up to a maximum of twenty (20) tons per floor of supplemental air-conditioning (with such notice and request being referred to as the "Condenser Water Notice"), Landlord shall reserve said amount of condenser water, provided that, from and after the date that Tenant shall deliver the Condenser Water Notice and within thirty (30) days after being billed therefor, Tenant shall pay to Landlord, as additional rent, Landlord's then current charges for usage of condenser water, it being agreed that the initial annual charge for condenser water as of the Commencement Date will be $1,000.00 per ton, and that the annual charge thereafter shall be increased by three (3%) percent on each anniversary of the Commencement Date. Promptly following the date on which Tenant shall have notified Landlord as to the exact quantity of condenser water desired by Tenant in connection therewith, Landlord shall supply condenser water for up to a maximum of twenty (20) tons per floor of supplemental air-conditioning to the Demised Premises. If the amount of condenser water requested by Tenant shall be less than said maximum, then the charge payable by Tenant for the condenser water shall thereafter be reduced proportionately, and Landlord shall no longer be obligated to reserve or allocate to Tenant any condenser water over and above the amount of condenser water actually used by Tenant. Landlord shall not have any liability to Tenant if the temperature or purity of condenser water fails to meet minimum standards at any time or for any reason. Tenant is on notice that condenser water systems are not foolproof, and covenants to install self-protective measures.

F. Landlord shall install in the Demised Premises and thereafter maintain one or more water-cooled, package air-conditioning units (the "Building Units") to provide air-conditioning and ventilation (but not heat) to the Demised Premises adequate for comfortable occupancy during Business Hours consistent with that of first class office buildings in Manhattan, and that is designed to comply with the specifications set forth in Exhibit "K" that is annexed hereto and made a part hereof. Landlord shall repair and (if necessary) replace the Building Units, subject to the provisions of Section 6.02 above. The Building Units shall at all times be the exclusive property of Landlord, and (if the same shall be located in the Demised Premises) shall be surrendered to Landlord with the Demised Premises upon the expiration or sooner termination of this Lease. All work, maintenance, repair and replacement relating to the distribution system (including ducts and other conduits) of the Building Units into and within the Demised Premises shall be the responsibility of Tenant to perform, at Tenant's own cost and expense. Tenant shall be required to pay for all electricity necessary or used in connection with air-conditioning and ventilation in the Demised Premises and such consumption shall be measured by the Submeter referred to in Subsection 20.02B below). Tenant shall at all times cooperate fully with Landlord and abide by the regulations and requirements that Landlord may prescribe for the proper functioning and protection of the air-conditioning and ventilation system.

G. If Tenant shall utilize the Building Units during any Overtime Period, then Tenant shall pay to Landlord, as additional rent and within ten (10) days after rendition of a bill therefor, Landlord's then established charges in connection therewith (which, in the case of air-conditioning and ventilation, shall be in addition to the cost of the electricity needed to operate the Building Units). As of the date of this Lease, the current Overtime Period charge is $50.00 per hour for air-conditioning and/or ventilation.

H. Tenant expressly acknowledges that all Building windows are non-operable and will not open, and Landlord makes no representation as to the habitability of the Demised Premises at any time that the Building Units or the air-conditioning and ventilation distribution systems are not in operation. Except as expressly set forth in Subsection 6.02B above, Tenant hereby expressly waives any claims against Landlord arising out of the cessation of operation of the Building Units or the air-conditioning and ventilation distribution systems, or the suitability of the Demised Premises when the same are not in operation, whether due to normal scheduling or the reasons set forth in Section 18.03 below.

I. If Tenant shall require (i) freight elevator service and/or (ii) loading dock access, in either case, at any time other than the time periods set forth in Subdivision 18.06 below, Landlord shall endeavor to accommodate Tenant, provided that (I) Landlord shall have received reasonable advance notice (but in no event less than 24 hours' notice) of such requirement, (II) Tenant shall not then be in default (after Tenant shall have theretofore been given notice of any such default) with respect to any of Tenant's obligations under this Lease, and (111) Tenant shall pay to Landlord, as additional rent and within twenty (20) days after being billed therefor, Landlord's then established hourly rate for such usage, on an hourly basis for any reservation of the freight elevator and/or loading dock during any Overtime Period on a weekday, and with a four (4) hour minimum for any reservation of the freight elevator and/or loading dock during any Overtime Period on a Saturday, Sunday or Holiday. As of the date of this Lease, Landlord estimates that the charge for such overtime use that will be in effect on the Commencement Date will be (x) $90.00 per hour, for freight elevator service; provided, however, that if an elevator mechanic is required for standby at any time (in Landlord's sole discretion) including during Business Hours on Business Days, then an additional charge of $325.00 per hour or portion thereof during Business Hours on Business Days, $485.00 per hour or portion thereof during any Overtime Period and $650.00 per hour or portion thereof for double-time (i.e., during Holidays), in each case and (y) $90.00 per hour, for loading dock access (including the cost of one or more security guards); it being agreed, however, that, Tenant shall not be charged for overtime use of the freight elevator service and loading dock access in connection with Tenant's move-in, Tenant's Work and Tenant's Installations.

Section 18.02 Landlord shall not interrupt any utility services to the Demised Premises, except that Landlord reserves the right to stop the functioning of any Building System when necessary by reason of accident, emergency, or for Repairs that Landlord reasonably deems necessary to be made, until said Repairs shall have been completed. Landlord shall not have any liability to Tenant for failure to supply or make utility services available under the circumstances described in the previous sentence. Landlord shall also not be liable to Tenant if Landlord shall be prevented from performing Landlord's obligations under this Lease or when prevented from so doing by events of Force Majeure, or by Legal Requirements or failure of supply or inability (despite the exercise of commercially reasonable efforts) to obtain electricity, water, steam, coal, oil or other suitable fuel or power. In the event that the services described herein shall have been stopped, Landlord agrees to use commercially reasonable efforts to minimize interference with Tenant's use and occupancy of the Demised Premises. If Landlord shall need to interrupt any utility services to the Demised Premises in connection with the performance of an Alteration to the Building, Tenant shall reasonably cooperate with Landlord so as to enable Landlord to perform such Alteration, provided that Landlord shall use commercially reasonable efforts to reduce the period of such interruption and to minimize any disruption of Tenant's business operations in the Demised Premises. Except as expressly set forth in Subsection 6.02B above, no diminution or abatement of rent or other compensation shall or will be claimed by Tenant, nor shall this Lease or any of the obligations of Tenant be affected or reduced, by reason of such interruption, curtailment or suspension, nor shall the same constitute an actual or constructive eviction.

Section 18.03 Tenant shall, at Tenant's own cost and expense, abide by all reasonable requirements that Landlord may prescribe for the proper protection and functioning of the Building Systems and the furnishing of the Building services. Tenant also shall, at Tenant's own cost and expense, cooperate with Landlord in any conservation effort pursuant to a program or procedure promulgated or recommended by ASHRAE (or any successor organization) or any Legal Requirements.

Section 18.04 Tenant shall have the non-exclusive right to use the loading dock and receiving area depicted on Exhibit A in common with Landlord and other tenants of the Building.

Section 18.05

A. Tenant acknowledges receipt of advice from Landlord to the effect that Landlord may elect to operate a messenger service center in the Building and, as an additional Building service, to make the same available for use by the tenants of the Building. Tenant agrees that, if Landlord shall so elect, Landlord may require that all deliveries to the Demised Premises be made to the Building messenger service center.

B. Without limiting the generality of the provisions of Section 18.02 above, Landlord reserves the right, which may be exercised in Landlord's unfettered discretion and for any reason whatsoever, to stop making the Building messenger service center available for use by the tenants of the Building; and Landlord shall have no responsibility or liability to Tenant for doing so or for otherwise failing to operate the Building messenger service center. Tenant expressly waives any claim against Landlord and Landlord's agents arising from or in connection with the use by Tenant or others of said messenger service center.

Section 18.06 The term "Business Days" shall be deemed to mean all days other than Sundays and Holidays (except that Saturdays shall be deemed to be Business Days only for the purposes described in this Article 18, and then only for the limited hours set forth below). The term "Holidays" shall be deemed to mean all federal, state, municipal and bank holidays and Building Service Employees and Operating Engineer's Union contract holidays now or hereafter in effect. The term "Business Hours" shall be deemed to mean 8 A.M. to 5 P.M. on Business Days (except that Business Hours for heating water, ventilation and air-conditioning, as well as for passenger elevator service, shall be deemed to mean 8 A.M. to 8 P.M. on Business Days), and 8:00 A.M. to 1:00 P.M. (including with respect to heating water, ventilation and air-conditioning) on Saturdays. The term "Overtime Periods" shall mean all times other than Business Hours on Business Days.

ARTICLE 19

TAXES; OPERATING EXPENSES

Section 19.01 In addition to the Fixed Rent and additional rent hereinbefore reserved, Tenant covenants and agrees to pay Landlord, as additional rent, all amounts computed in accordance with the provisions set forth in this Article 19.

Section 19.02 For the purposes of this Lease:

A. The term "Taxes" shall mean (i) all general, ad valorem real estate taxes, and assessments for betterments and improvements that are levied or assessed by any lawful authority on the Land or the Building, or Landlord's interest therein (general or special), including any substitution therefor, in whole or in part, due to a future change in the method of taxation, (ii) any assessments, levies, impositions, charges or taxes arising from the location of the Land or Building within a Business Improvement District or other area or zone that is subject to governmentally authorized or civic related assessments, levies, impositions, charges or taxes not generally applicable to other portions of the Borough of Manhattan or the City of New York), (iii) any water charges, sewer rents, vault charges, or transit taxes, (iv) any "payments in lieu of Property Tax ("PILOT")", described in the Settlement Agreement dated November 27, 2007, by and between the City of New York and The Cooper Union for the Advancement of Science and Art, and/or (v) any "Tax Equivalency Payments" and/or (subject to the limitations contained in the immediately following sentence as to when certain items comprising the same will be included within the definition of the term Taxes) "Impositions" as defined in the Existing Underlying Lease. If, due to a future change in the method of taxation or in the governmental authority having jurisdiction thereover (the "Taxing Authority"), a franchise, income, gross receipts, profit, occupancy, sales, value added, use or other similar tax, personal property, or other tax or governmental imposition, however designated (including any tax, excise or fee, measured by or payable with respect to any rents, licenses or other charges received by Landlord and levied against Landlord, Land and/or the Building) shall be levied against Landlord, the Land and/or the Building (but only to the extent of the amount thereof that would be levied if Landlord's interest in the Land and Building were the only asset of Landlord) in substitution (in whole or in part) for, or as an addition to or in lieu of, any Taxes, then such franchise, income, gross receipts, profit, occupancy, rent, excise, sales, value added, use or other similar tax, personal property or other tax or governmental imposition shall be deemed to be included within the definition of the term "Taxes" for the purposes hereof, excluding (x) any general income, corporate franchise, estate, inheritance, succession, capital stock or transfer tax levied on Landlord and (y) any penalties or late charges imposed against Landlord with respect to Taxes.

B. The term "Tax Year" shall mean every twelve (12) consecutive month period, all or any part of which shall occur during the Lease Term, commencing each July 1 or such other date as shall be the first day of the fiscal tax year of The City of New York or other governmental agency determined by Landlord to be responsible for the collection of substantially all Taxes.

C. The term "Operating Year" shall mean each calendar year, all or any part of which shall occur during the Lease Term, including the Base Operating Year.

D. The term "Operating Statement" shall mean a written statement prepared by Landlord or Landlord's agent, setting forth in reasonable detail Landlord's computation of the amount payable by Tenant pursuant to Section 19.04 for a specified Operating Year, including the Base Operating Year.

E. The term "Operating Expenses" shall mean all costs and expenses reasonably paid or incurred by Landlord or on Landlord's behalf in connection with the ownership, management, repair, maintenance, replacement, restoration or operation of the Building, the Land and any plazas, sidewalks, curbs and appurtenances thereto, including the following items (which items are illustrative of items to be included in Operating Expenses):

(i) Labor Costs (as such term is defined below) of persons performing services in connection with the operation, repair and maintenance of the Land or the Building;

(ii) the cost of all charges for window cleaning, sidewalk cleaning, snow removal, landscaping, repair and maintenance, security and other services to the Land and the Building, and to any plazas, sidewalks, curbs and appurtenances thereto;

(iii) the cost of (including any rental cost of) materials and supplies used in the operation, cleaning, safety, security, renovation, replacement, repair and maintenance of the Building and its plazas (if any), sidewalks, curbs and appurtenances, and any plant, equipment, facilities and systems designed to supply heat, ventilation, air-conditioning or any other services or utilities, or comprising any portion of the electrical, gas, steam, plumbing, sprinkler, mechanical, communications, alarm, security or fire/life safety systems or equipment, including any sales and other taxes thereon;

(iv) the depreciation for, or the rental cost or value (including applicable sales taxes) of, hand tools and other movable equipment used in the operation, cleaning, safety, security, repair or maintenance of the Building and its plazas (if any), sidewalks, curbs and appurtenances;

(v) reasonable out-of-pocket legal, accounting and other professional fees incurred in connection with the operation or management of the Land and the Building;

(vi) amounts incurred by Landlord for services, materials and supplies furnished in connection with the operation, repair and maintenance of any part of the Building and its plazas (if any), sidewalks, curbs and appurtenances, including the heating, air-conditioning, ventilating, plumbing, electrical, elevator, safety and other systems of the Building, and any other services furnished pursuant to Article 18 above;

(vii) premiums paid by Landlord for rent, casualty, boiler, sprinkler, plate-glass, liability and fidelity insurance with respect to the Land or Building and its plazas (if any), sidewalks, curbs and appurtenances, and any other insurance Landlord maintains (that is comparable in type and amount to the insurance that a prudent owner of a similar building in Manhattan would maintain) or is required to maintain with regard to the Land or the Building or the maintenance or operation thereof;

(viii) costs (including all applicable taxes) for utilities furnished by Landlord pursuant to Article 18 above or Article 20 below;

(ix) telephone and stationery costs;

(x) the cost of painting and otherwise decorating any non-tenant areas of the Building, and its plazas (if any) and sidewalks;

(xi) the cost of maintaining (but not acquiring, repairing or replacing) art works in a manner commensurate with other first-class office buildings located in Manhattan, as well as holiday decorations, for the lobby and other public portions of the Building, and its plazas (if any) and sidewalks;

(xii) the cost of exterior and interior landscaping of non-tenant areas of the Land, the Building and its plazas (if any) and sidewalks;

(xiii) dues and fees paid to civic organizations and associations representing Landlord, or of which Landlord is a member, in the City of New York, to the extent related to the maintenance and operation of the Building;

(xiv) franchise, license and similar fees and charges paid by Landlord to any governmental agency for the privilege of owning, leasing, operating, maintaining or servicing the Building or any of their respective equipment, property or appurtenances;

(xv) management fees, or, if no managing agent is then employed by Landlord, an amount in lieu thereof which is not in excess of the then prevailing rates for management fees of first-class office buildings in Manhattan;

(xvi) the cost or value, or the cost or value of the rental, together with the cost of installation, of any security for the Building or other system used in connection with life or property protection (including the cost, or the cost or value of the rental, of all machinery, electronic systems and other equipment comprising any part thereof), as well as the cost of the operation and repair of any such system in operation;

(xvii) costs for Alterations to the Building that are made by reason of any Legal Requirements or the requirements of any Insurance Boards, provided, however, that, if and to the extent that such costs are capitalized both (1) under generally accepted accounting principles, and (2) in accordance with industry practice among prudent owners of first-class commercial buildings in Manhattan, such costs shall be amortized on a straight-line basis over the useful life of such Alterations, with an interest factor calculated using the Interest Rate in effect at the time that any such cost is incurred;

(xviii) the cost of improvements, equipment or machinery installed for the purpose of reducing energy consumption or reducing other Operating Expenses, provided, however, that, if and to the extent such costs are capitalized both (I) under generally accepted accounting principles, and (2) in accordance with industry practice among prudent owners of first-class commercial buildings in Manhattan, then (a) such costs shall be amortized over the useful economic life of such improvements, equipment or machinery, as reasonably estimated by Landlord, with an interest factor calculated using the Interest Rate in effect at the time that any such cost is incurred, and (b) Tenant shall not be required to pay more on the basis of such amortized cost than Landlord reasonably anticipated Tenant would have had to pay with respect to the relevant component(s) of Operating Expenses had the same not been reduced or eliminated by such improvements, equipment or machinery;

(xix) insurance endorsements in order to repair, replace and re-commission the Building for re-certification pursuant to the LEED rating system or support achieving energy and carbon reduction targets;

(xx) all costs of applying, reporting and commissioning the Building or any part thereof to seek certification under the LEED rating system; provided however, the cost of such applying, reporting and commissioning of the Building or any part thereof to seek certification shall be a cost capitalized and thereafter amortized as under generally accepted accounting principles;

(xxi) all costs of maintaining, managing, reporting, commissioning and recommissioning the Building or any part thereof that was designed and/or built to be sustainable and conform with the LEED rating system;

(xxii) obtaining or attempting to obtain tax credits and/or reductions in, or any lowering of, Taxes (without regard to whether Landlord is actually successful), which costs and expenses shall include, without limitation, third party legal, accounting, appraisal and other expert fees and filing fees;

(xxiii) the preparation and filing of Real Property Income Expense Statements or any similar or successor form (; and

(xxiv) all other charges allocable to the repair, ownership, management, maintenance, replacement, restoration or operation of the Building in accordance with real estate accounting practices customarily used in Manhattan.

F. The term "Labor Costs" shall mean any and all expenses incurred by Landlord or on Landlord's behalf which shall be related to employment of personnel (other than personnel above the grade of building manager), including amounts incurred for wages, salaries and other compensation for services, payroll, social security, unemployment and other similar taxes, Workers' Compensation insurance, benefits, pensions, hospitalization, retirement plans and insurance (including group life and disability), uniforms and working clothes and the cleaning thereof, and expenses imposed on or on behalf of Landlord pursuant to any collective bargaining agreement relating to such employees. With respect to employees who are not employed on a full-time basis with respect to the Building, a pro rata portion of expenses allocable to the time any such employee is employed with respect to the Building shall be included in Labor Costs.

G. Notwithstanding any provision to the contrary contained herein, Operating Expenses shall not, however, include:

(i) Labor Costs in respect of officers and executives of Landlord above the grade of building manager, unless for work actually performed in or about the Building ordinarily done by a third person, and then only at compensation no higher than that which would have been paid to such third person;

(ii) costs and expenses of a capital nature (other than as expressly provided in Subsection 19.02E above), including original or new construction or installation or any capital investments or improvements;

(iii) insurance premiums, but only if and to the extent that Landlord is specifically entitled to be reimbursed therefor by Tenant pursuant to this Lease (other than pursuant to this Article) or by any other tenant or other occupant of the Building pursuant to its lease (other than pursuant to an operating expenses escalation clause contained therein);

(iv) the cost of any item for which Landlord is reimbursed by insurance or otherwise compensated, including reimbursement by any tenant;

(v) any taxes, including real property taxes, relating to the Building (provided, however, that the foregoing exclusion shall not release or modify Tenant's obligation to pay Tenant's pro rata share of Taxes as provided in Section 19.03 below), and any general income, corporate franchise, estate, inheritance, succession, capital stock or transfer tax levied on Landlord;

(vi) costs and expenses incurred by Landlord only by reason of Landlord's negligence, willful misconduct or breach of Landlord's obligations under this Lease;

(vii) the cost of electricity furnished to the Demised Premises or any other space in the Building leased, or leasable to tenants;

(viii) the cost of utility installation and tap-in charges;

(ix) the cost of any alterations, additions, changes, replacements and improvements that are made solely in order to prepare space for occupancy by a new tenant and any "contribution" to such tenant in connection therewith, but only if and to the extent that the same is in excess of that which Landlord furnishes generally (with no additional expense) to the tenants of the Building;

(x) interest, principal payments, and other costs of any indebtedness encumbering the Building;

(xi) legal fees, space-planner's fees, architectural fees, engineering fees, real estate commissions, and marketing and advertising expenses incurred in connection with the development, leasing and construction of the Building;

(xii) any bad debt losses, rent losses or reserves for bad debt or rent losses;

(xiii) costs of selling, converting to a condominium, syndicating, financing, mortgaging, hypothecating or ground leasing any of Landlord's interest in the Building;

(xiv) any costs that would have been reimbursed or paid for by insurance proceeds had Landlord maintained the insurance required under this Lease, and the amount of any judgment or other charge entered or costs assessed against Landlord in excess of the policy limits of the insurance maintained by Landlord pursuant to this Lease;

(xv) Landlord's advertising, entertainment and promotional costs for the Building;

(xvi) reserves for anticipated future expenses;

(xvii) costs of investigation, monitoring, remediation or other cost or expense arising from or relating to the existence of Hazardous Materials in, on or under the Building;

(xviii) costs of acquiring, leasing, restoring, insuring or displaying sculptures, paintings and other objects of art located within or outside the Building;

(xix) any fee or expenditures paid to any person affiliated with Landlord, but only if and to the extent the amount thereof exceeds the amount of fee or expenditures for similar services that would customarily be paid by owners of similar buildings in Manhattan to third-party providers of such services;

(xx) expenses incurred solely for the benefit of any occupants of the Educational Space or Retail Space;

(xxi) costs and expenses incurred by Landlord to operate, maintain or repair vertical transportation (i.e., elevators and escalators) in the Building, but only if the same shall not be utilized by Tenant;

(xxii) legal fees for disputes with tenants and legal and auditing fees, other than legal and auditing fees reasonably incurred in connection with the maintenance and operation of the Building or in connection with the preparation of statements required pursuant to additional rent or lease escalation provisions of this Lease;

(xxiii) the incremental cost of furnishing services, such as for the use of Building Units during any Overtime Period, to any tenant, including Tenant, at such tenant's expense;

(xxiv) costs incurred in performing work or furnishing services for individual tenants (including Tenant) at such tenant's expense;

(xxv) costs of performing work or furnishing services for tenants other than Tenant at Landlord's expense to the extent that such work or service is in excess of any work or service Landlord is obligated to furnish to Tenant at Landlord's expense;

(xxvi) any interest, late fee or penalty incurred by Landlord relating to any Mortgage;

(xxvii) any rent payable under any Underlying Lease (other than payments which, independent of the Underlying Lease, would constitute an Operating Expense hereunder), and any interest, late fee or penalty payable under any Underlying Lease;

(xxviii) costs incurred in connection with making any addition to the Building or its plazas to increase the rentable square footage of the Building;

(xxix) costs otherwise included but which are reimbursed or reimbursable to Landlord directly from Tenant or any other tenant;

(xxx) costs incurred with acquiring air rights, development rights , easements or other real property interests;

(xxxi) costs incurred in connection with removal of hazardous materials;

(xxxii) costs of repairing any damage or condemnation, whether or not proceeds or awards are adequate;

(xxxiii) costs incurred to supply overtime air conditioning or condenser water;

(xxxiv) costs of installing a specialty service, such as messenger center, cafeteria or fitness club;

(xxxv) costs incurred in connection with the initial construction of the Building or portions thereof, including costs incurred in connection therewith for the removal of violations, correcting any noncompliance with applicable Legal Requirements, maintaining the temporary certification of occupancy, obtaining a permanent certificate of occupancy or correction any defects in initial construction; and

(xxxvi) costs incurred in connection with curative work to remedy pre-existing (i.e., prior to the Commencement Date) violation of laws or installing sprinklers.

H. The cost of any item that was included in Operating Expenses for the Base Operating Year and is no longer being incurred by Landlord by reason of the installation of a labor saving device or other capital improvement shall be deleted from Operating Expenses for the Base Operating Year in connection with the calculation of the Operating Expense Payment for all Operating Years from and after the Operating Year in which such installation occurs.

I. If, during all or part of any Operating Year, Landlord shall not furnish any particular item(s) of work or service (which would otherwise constitute an Operating Expense hereunder) due to the fact that (i) such portions are not occupied or leased, (ii) such item of work or service is not required or desired by the tenant of such portion, (iii) such tenant is itself obtaining and providing such item of work or service, or (iv) for any other reason, then, for the purposes of computing Operating Expenses, the amount for such item and for such period shall be deemed to be increased by an amount equal to the additional costs and expenses of furnishing such item of work or services to such portion of the Building or to such tenant.

J. Unless expressly excluded from Operating Expenses pursuant to Subsection 19.02G above or expressly provided otherwise elsewhere in this Lease, all items of cost and expense identified in this Lease as being "at Landlord's cost and expense" or phrases of similar import (regardless of whether the words "solely" or "exclusive" are used in connection therewith, and regardless of whether specific reference is made to Landlord's right to recoup such cost or expense as part of Operating Expenses) shall be included in Operating Expenses.

K. In determining the amount of the Operating Expenses for any Operating Year, if less than 95% of the rentable square feet of the Office Space shall have been occupied by tenants at any time during such Operating Year, then the Operating Expenses for such Operating Year (including the Base Operating Year) shall be grossed up to reflect the Operating Expenses estimated to be incurred if ninety-five percent (95%) of all such rentable square feet had been occupied throughout such Operating Year.

Section 19.03

A. (i) If, for any reason whatsoever (whether foreseen or unforeseen), the Taxes that are applicable with respect to any Tax Year shall be greater than the Base Tax Amount, then, Tenant shall pay to Landlord as additional rent for each such Tax Year an amount equal to Tenant's Tax Share (as defined in Section 1.01 above) of the amount by which the Taxes applicable with respect to such Tax Year exceeds the Base Tax Amount.

(ii) Within a reasonable time period after the issuance by the Taxing Authority of tax bills for Taxes payable for any Tax Year, Landlord shall submit to Tenant a statement (the "Tax Statement") that shall indicate the amount, if any, required to be paid by Tenant as additional rent as in this Section provided. Alternatively, if, with respect to any Tax Year or installment due date thereof, Landlord shall believe that the Taxing Authority will not be issuing a tax bill for Taxes in a sufficiently timely manner so as to allow Landlord to receive the Tax Payment from Tenant in accordance with the provisions of Subdivision 19.03A(iii) below, then Landlord may render a Tax Statement to Tenant based on Landlord's good faith estimate of the relevant Taxes, subject to adjustment within a reasonably prompt time period following the date that the Taxing Authority shall actually issue the tax bill(s) pertaining to such Taxes.

(iii) Tenant shall pay to Landlord, as additional rent, the amount set forth on such Tax Statement (the 'Tax Payment") in two (2) equal installments, with the first such installment due and payable on the June 1 immediately preceding the commencement of the Tax Year for which the Tax Statement is being rendered, and the second such installment due and payable on the immediately following December 1; provided, however, that if Landlord shall not have delivered a Tax Statement by May 20 immediately preceding the commencement of the Tax Year for which the Tax Statement is being rendered, then the installment of the Tax Payment otherwise due hereunder on the immediately following June 1 shall not be due until the tenth (10th) day after Landlord shall deliver said Tax Statement to Tenant. In the event that the Taxing Authority shall change the time for the payment, or number of installments, of Taxes, or if a Mortgagee or Overlandlord shall require a periodic escrow payment on account thereof, the time when Tenant's installments of the Tax Payment shall be due and payable to Landlord shall be similarly adjusted.

B. If, following the delivery of any Tax Statement, Landlord shall receive a refund of Taxes with respect to a Tax Year for which Tenant has paid any additional rent under the provisions of this Section 19.03, then Tenant's Tax Share of the net proceeds of such refund, after deduction of legal fees, appraiser's fees and other expenses incurred in obtaining reductions and refunds and collecting the same (and without duplicating any amounts previously paid by Tenant to the provisions of Section 19.04 below) shall be applied and allocated to the periods for which the refund was obtained and, if Tenant shall not be in default (after Tenant shall have theretofore been given notice of any such default) of any of Tenant's obligations under this Lease, then, within thirty (30) days after Landlord shall have received such refund, Landlord shall refund or credit to Tenant an amount equal to Tenant's Tax Share of the net proceeds of such refund. In no event shall any refund or credit due to Tenant hereunder exceed the sum paid by Tenant for such particular Tax Year. Only Landlord shall be eligible to institute tax reduction or other proceedings to reduce the assessed valuation of the Land or the Building. In no event shall Tenant have the right to seek from the taxing authority any refund or reduction of Taxes.

C. INTENTIONALLY OMITTED

D. Tenant shall pay, before delinquency, all rent and occupancy taxes and all property taxes and assessments on the furniture, fixtures, equipment and other property of Tenant at any time situated on or installed in the Demised Premises, and on additions and improvements in the Demised Premises made or installed

by Landlord as part of Tenant's Work, or made or installed by Tenant, if any. If at any time during the Lease Term any of the foregoing are assessed as a part of the real property of which the Demised Premises are a part, Tenant shall pay to Landlord upon demand the amount of such additional taxes as may be levied against said real property by reason thereof.

Section 19.04

A. For each Operating Year, any part of which shall occur during the Lease Term, Tenant shall pay to Landlord as additional rent an amount (the "Operating Expense Payment") equal to Tenant's Operating Share of the amount, if any, by which Operating Expenses for such Operating Year shall exceed the Operating Expenses for the Base Operating Year; provided, however, that if the Commencement Date shall occur other than on the first day of an Operating Year or if the Lease Term shall expire or be sooner terminated on other than the last day of an Operating Year, then the Operating Expense Payment in respect thereof shall be prorated to correspond to that portion of such Operating Year occurring within the Lease Term.

B. At any time before or during each Operating Year, Landlord may furnish to Tenant a written statement (an "Estimate Statement") setting forth Landlord's estimate of the Operating Expense Payment for such Operating Year (the "Estimated Payment"). Landlord shall endeavor to furnish the Estimate Statement for each Operating Year not later than the 150th day following the commencement of such Operating Year. Tenant shall pay to Landlord on the first day of each month during each Operating Year an amount equal to one twelfth (1/12th) of the Estimated Payment. If Landlord furnishes an Estimate Statement for an Operating Year subsequent to the commencement thereof, then: (i) until the first day of the month following the month in which the Estimate Statement shall be furnished to Tenant, Tenant shall continue to pay to Landlord on the first day of each month an amount equal to the monthly sum payable by Tenant to Landlord with respect to the most recent Operating Year; (ii) promptly after the Estimate Statement shall be furnished to Tenant, Landlord shall give notice to Tenant stating whether the amount previously paid by Tenant to Landlord for the current Operating Year was greater or less than the installment of the Estimated Payment to be paid for the current Operating Year, and (x) if there shall be a deficiency, Tenant shall pay the amount thereof to Landlord within twenty (20) days after demand therefor, or (y) if there shall have been an overpayment, Landlord shall credit the amount thereof against the next monthly installment of the Fixed Rent payable under this Lease; and (iii) on the first day of the month following the month in which the Estimate Statement shall be furnished to Tenant, and monthly thereafter throughout the remainder of the Operating Year, Tenant shall pay to Landlord an amount equal to one-twelfth (1/12th) of the Estimated Payment shown on the Estimate Statement. Landlord may during an Operating Year, furnish to Tenant a revised Estimate Statement, and, if a revised Estimate Statement shall be furnished to Tenant, the Estimated Payment for such Operating Year shall be adjusted in the same mariner as provided in the preceding sentence.

C. At any time after each Operating Year, Landlord shall furnish to Tenant an annual Operating Statement (the "Annual Statement") for such Operating Year. Landlord shall endeavor to furnish the Annual Statement for each Operating Year not later than the 180th day following the end of such Operating Year. If the Annual Statement shows that the Estimated Payment (or other payments) for such Operating Year exceeds the Operating Expense Payment which should have been paid for such Operating Year, then Landlord shall credit the amount of such excess against the next monthly installment of Fixed Rent payable under this Lease (or, if such Annual Statement shall have been delivered to Tenant at the end of or following the Lease Term, then Landlord shall promptly refund the amount of such overpayment to Tenant); if the Annual Statement for such Operating Year shows that the Estimated Payment for such Operating Year was less than the Operating Expense Payment (or other payments) which should have been paid for such Operating Year, Tenant shall pay the amount of such deficiency to Landlord within twenty (20) days after receipt of the Annual Statement.

D. (i) Each Annual Statement shall be conclusive and binding upon Tenant unless, within ninety (90) days after receipt thereof, Tenant shall give Landlord notice (the "Operating Dispute Notice") that Tenant disputes the correctness of the Annual Statement, specifying in detail the particular respects in which the Annual Statement is claimed to be incorrect. Notwithstanding the foregoing, the Annual Statement for the Base Operating Year shall not be deemed conclusive and binding upon Tenant unless Tenant shall fail to give Landlord the Operating Dispute Notice with respect to such Annual Statement within ninety (90) days following Tenant's receipt of the Annual Statement for the first Operating Year following the Base Operating Year. Tenant recognizes and agrees that Landlord's books and records (and those of Landlord's agents) with respect to the operation of the Land and the Building are confidential, and that Tenant shall have no right to inspect the same except as otherwise provided in the immediately following sentence. Within thirty (30) days following the date that Tenant shall have given Landlord the Operating Dispute Notice, Tenant may request in writing an appointment to examine Landlord's books and records with respect to Operating Expenses in order to verify the accuracy of the relevant Annual Statement, in which case Landlord shall allow Tenant's certified public accountant, which certified public accountant shall not be paid on a contingent fee basis, to conduct such examination during Business Hours, within ten (10) Business Days after Landlord's receipt of said request, provided that Tenant's certified public accountant shall minimize any interference to Landlord's business operations during the course of such examination. Landlord shall reasonably cooperate with Tenant's certified public accountant in connection with such examination. Tenant shall not disclose (and shall require Tenant's certified public accountant not to disclose) to any third party any information obtained in the course of such examination, except if and to the extent required by a court of competent jurisdiction.

(ii) If Tenant shall have timely delivered the Operating Dispute Notice to Landlord, and the parties shall not be able to resolve such dispute within sixty (60) days thereafter, then, provided that Tenant shall have theretofore paid to Landlord the amount shown to be due to Landlord on the disputed Annual Statement, either party may refer the decision of the issue raised to a reputable, independent firm of certified public accountants selected by Landlord and reasonably acceptable to Tenant, and the decision of such accountants shall be conclusive

and binding upon the parties. The fees and expenses involved in such decision shall be borne by the unsuccessful party (and if both parties are partially unsuccessful, the accountants shall apportion the fees and expenses between the parties based on the degree of success of each party). Tenant agrees that, notwithstanding any such dispute (and pending resolution thereof), Tenant shall timely pay to Landlord in full the amount shown to be due to Landlord on the disputed annual statement. If such dispute is resolved in Tenant's favor, Landlord shall either reimburse Tenant for any overpayment or credit the amount of such overpayment against the next monthly installment of Fixed Rent payable under this Lease (or, if no Fixed Rent is to become payable thereafter, refund the overpayment to Tenant within thirty (30) days after resolution of the dispute).

Section 19.05 Nothing contained in this Article 19 or any other provision of this Lease concerning the payment of additional rents shall be construed so as to reduce the Fixed Rent below the amount set forth in Section 1.01, plus any increases therein pursuant to any provision of this Lease.

Section 19.06 If there shall be a reduction of the area of the Demised Premises either due to a partial taking thereof by eminent domain or due to subsequent agreement of the parties or if the area of the Demised Premises shall be increased (i), then Tenant's Tax Share of increases of Taxes thereafter payable by Tenant under Subsection 19.03A, and (ii) Tenant's Operating Share of Operating Expenses thereafter payable by Tenant under this Article 19, except as may otherwise be expressly agreed in writing by the parties, be increased or decreased on the basis of the ratio between the Rentable Square Feet in the Demised Premises before and after said increase or decrease in area.

Section 19.07 Any payments due hereunder for any period of less than a full Tax Year or Operating Year at the commencement or end of the Lease Term shall be equitably prorated. In the event of any change in the fiscal period constituting a Tax Year, Taxes levied during any transitional period occurring during the Lease Term shall be added to the first subsequent Tax Year for purposes of Section 19.03 above. Any delay or failure by Landlord to render any statement under the provisions of this Article 19 shall not prejudice Landlord's right hereunder to render such statement for prior or subsequent periods. Any delay or failure by Landlord in making any request or demand for any amount payable by Tenant pursuant to the provisions of this Article 19 shall not constitute a waiver of, or in any way diminish, the continuing obligation of Tenant to make such payment. Except as otherwise provided in Subsection 19.04D above, all statements rendered by Landlord pursuant to the provisions of this Article 19 shall be deemed final and conclusive as to Tenant, unless, within sixty (60) days following rendition of any such statement, Tenant shall, in good faith and with specificity, notify Landlord that such statement contains mathematical error. Tenant agrees that, notwithstanding any dispute as to the correctness of a statement (and pending resolution of such dispute), Tenant shall timely pay to Landlord in full the amount shown to be due to Landlord on the disputed statement. If such dispute is resolved in Tenant's favor, Landlord shall either reimburse Tenant for any overpayment or credit the amount of such overpayment against the next monthly installment of Fixed Rent payable under this Lease (or, if no Fixed Rent is to become payable thereafter, refund the overpayment to Tenant within thirty (30) days after resolution of the dispute). The obligations of Tenant and Landlord with respect to any payment or refund required pursuant to the provisions of this Article 19 shall survive the expiration or sooner termination of the Lease Term (i) for a period of one (1) year generally, and (ii) for a period of two (2) years with respect to Taxes, but only if the reason for the delay in rendering a final bill relating to Taxes is attributable to an act or omission of the governmental (or quasi-governmental) authority imposing such Taxes.

ARTICLE 20

ELECTRICITY

Section 20.01 Subject to the provisions of this Article 20 and other provisions of this Lease, Landlord shall furnish electricity for use in the Demised Premises for normal business office purposes, making available to the core electrical closet serving the Demised Premises a capacity (the "Existing Capacity") equal to eight (8) watts per Rentable Square Foot demand load, exclusive of electricity used to operate the Building Unit(s) installed by Landlord to provide air-conditioning and ventilation to the Demises Premises. Said electricity shall be furnished from the main electric switchgear room to electrical switches terminated in one or more pullboxes for Tenant's use located on the 3rd floor of the Building. Landlord shall not be liable to Tenant for any loss or damage or expense which Tenant may sustain or incur if either the quantity or character of electric service shall be changed or shall no longer be available or suitable for Tenant's requirements, unless the same (i) shall have been solely caused by the negligence or willful misconduct of Landlord or of Landlord's agents or employees, and (ii) is not covered by the "all risk" insurance policy carried, or required to be carried, by Tenant pursuant to Subsection 8.03B above (but in no event shall Landlord be liable to Tenant for any consequential damages). Landlord may elect to furnish and install all replacement lighting tubes, lamps, bulbs and ballasts required in the Demised Premises, whereupon Tenant shall pay to Landlord or Landlord's designated contractor upon demand the then established commercially reasonable charges of Landlord or said contractor, as the case may be, in connection therewith.

Section 20.02

A. Subject to the provisions of Section 20.03 below, Tenant's consumption and demand of all electricity made available to the Demised Premises (including electricity servicing the Building Unit(s), any Heating Units, and any supplemental air-conditioning systems servicing the Demised Premises, and electricity servicing the bathrooms in or appurtenant to the Demised Premises and all hot water heaters servicing such bathrooms) or to Tenant elsewhere in the Building (collectively, "Tenant Electricity") shall be measured by one or more totalizing submeters (collectively, the "Submeter") installed by Landlord as part of Landlord's Work in the core electrical closet located on the 3rd floor of the Building.

B. From and after the Commencement Date, Tenant agrees to purchase Tenant Electricity from Landlord or Landlord's designated agent at terms and rates equal to "Landlord's Electricity Cost" (as such term is defined below), plus three (3%) percent thereof, to reimburse Landlord for administrative services in connection with supplying, measuring and billing Tenant Electricity and for transmission and transformer losses. If more than one submeter shall measure Tenant Electricity, then the service rendered through each such submeter shall be totalized and billed in accordance with the foregoing rate, unless Landlord shall elect separate billing on a per meter basis. Landlord may at any time render bills for Tenant Electricity in accordance with the foregoing provisions, and Tenant shall pay all amounts shown on said bills to Landlord, as additional rent, within twenty (20) days following the date that such bills shall have been rendered. Landlord represents to Tenant that, as of the date of this Lease, the rate classification for the electricity supplied to the Building by the Public Utility is EL 9.

C. For purposes of this Article 20 and the other provisions of this Lease:

(i) The term "Landlord's Electricity Cost" shall mean the cost per kilowatt hour and cost per kilowatt demand, by time of day, if applicable, or other applicable billing method, to Landlord of purchasing electricity for the Building, including fuel adjustment charges (as determined for each month of the relevant period), rate adjustment charges, sales tax, and/or any other factors used by the public utility furnishing electric service to the Building (the "Public Utility") in computing its charges to Landlord, applied to the kilowatt hours of electricity and kilowatts of demand purchased by Landlord during a given period. Landlord reserves the right to change electricity providers at any time and to purchase green or renewable energy.

(ii) The term "Electricity Additional Rent" shall mean all amounts computed in accordance with Subsection 20.02B above, and Landlord's determination of such amounts shall be binding and conclusive on Tenant.

D. If the Submeter should fail to properly register or operate at any time during the Lease Term for any reason whatsoever, then, unless Landlord shall otherwise elect in accordance with the provisions of Section 20.03 below, Landlord may estimate the Electricity Additional Rent, and when the Submeter shall again become properly operative, an appropriate reconciliation shall be made, by Tenant paying any deficiency to Landlord within ten (10) days after demand therefor, or by Landlord crediting Tenant with the amount of any overpayment, as the case may be.

E. If at any time during the Lease Term the electric rate charged by the Public Utility (the "Electric Rate") shall be increased by the Public Utility, or Landlord's Electricity Cost shall be increased for any other reason, then, effective as of the date of each such increase in the Electric Rate or Landlord's Electricity Cost (as the case may be), the Electricity Additional Rent shall be increased in proportion to such change in the Electric Rate or Landlord's Electricity Cost, as determined by Landlord's electrical consultant ("Landlord's Consultant"), whose determination shall be binding and conclusive upon the parties, subject to the provisions of Subsection 20.03E below. Tenant acknowledges that it is anticipated that electric rates, charges, fees and/or other costs, as well as methods of or rules on billing, may be changed by virtue of time-of-day rates or other methods of billing, and that the references in this Article 20 to changes in the Electric Rate are intended to include any and all such changes.

Section 20.03

A. Notwithstanding anything to the contrary contained in the provisions of Section 20.02 above, if at any time during the Lease Term the Submeter shall not then be operating, or if Landlord shall be compelled by the Public Utility or any Legal Requirements (it being agreed that any such compulsion shall include Landlord's inability to legally collect from Tenant all of the costs incurred by Landlord for Tenant Electricity) to discontinue furnishing electricity to the Demised Premises on a submetered basis, then (subject to the provisions of Section 20.05 below) Landlord shall furnish electricity to the Demised Premises in quantity equal to the Existing Capacity on a "rent inclusion" basis, and there shall be no separate charge to Tenant for such electricity.

B. For the purposes of this Article 20, and other provisions of this Lease:

(i) The term "Base Electric Charge" shall initially mean the amount of $137,254.00 per annum (except during the period which shall begin on the Commencement Date and end on the day immediately preceding the date on which Tenant shall first occupy the Demised Premises for the purpose of conducting Tenant's business operations therein, during which period the term "Base Electric Charge" shall mean the amount of $63,348.00 per annum).

(ii) The term "Electric Inclusion Factor" shall mean an amount, to be included as a component of Fixed Rent, equal to the sum of the Base Electric Charge plus all increases thereto pursuant to the provisions of this Article 20; it being understood and agreed that at all times the Electric Inclusion Factor shall not be less than the amount computed by multiplying Landlord's Electricity Cost by Tenant's kilowatt hour and kilowatt demand usage as determined by the estimate of Landlord's Consultant, plus three (3%) percent of the resulting total.

C. Landlord and Tenant agree that, during any period in which electricity shall be furnished to the Demised Premises on a "rent inclusion" basis, the annual Fixed Rent set forth in Section 1.01 above shall be increased by an amount equal to the Base Electric Charge, as the same may be adjusted pursuant to the provisions of this Article 20. Tenant acknowledges and agrees that the Base Electric Charge currently represents the amount initially included in the Electric Inclusion Factor to compensate Landlord for the electrical wiring and other installations necessary for, and for Landlord's obtaining and making available to Tenant, the redistribution of electric energy to the Demised Premises as an additional service, and that such Base Electric Charge component of the Electric Inclusion Factor is subject to adjustment as provided herein based on Tenant's consumption and/or demand of electricity, but shall in no event be subject to reduction.

D. At any time, and from time to time, after Tenant shall have entered into possession of the Demised Premises or any portion thereof, and electricity shall be furnished to the Demised Premises on a "rent inclusion" basis, Landlord and Landlord's agents and consultants may survey the electrical fixtures, appliances and equipment located in or servicing the Demised Premises and Tenant's consumption and demand of electricity therein to (i) ascertain whether Tenant is complying with Tenant's obligations under this Article 20, and (ii) determine whether the then Electric Inclusion Factor included in Fixed Rent is less than the Electric Inclusion Factor computed as a result of said survey, and to adjust the Electric Inclusion Factor component of Fixed Rent in accordance with the following computations:

(x) In the case of the first electric survey, if the cost or value of Tenant's electric consumption and/or demand shown by the survey shall exceed the initial Electric Inclusion Factor, then the Electric Inclusion Factor component of the Fixed Rent shall be increased by the amount of such excess retroactive to the beginning of the period when electricity shall he furnished to the Demised Premises on a "rent inclusion" basis; and

(y) In the event of the second and subsequent surveys, if the cost or value of Tenant's electric consumption and/or demand shown by such survey shall exceed the then Electric Inclusion Factor, then such Electric Inclusion Factor component of Fixed Rent shall be increased by the amount of such excess, effective as of the earlier of (a) the date of such survey or (b) the date on which increases in the connected power load or changes in electric consumption occurred (as determined by Landlord's Consultant).

E. The initial amount of each such increase shall be paid by Tenant to Landlord within ten (10) days after Landlord furnishes Tenant with a statement thereof, and thereafter, such increase shall be added to each of the monthly installments of Fixed Rent. The cost of each survey made pursuant to Subsection 20.03D above shall be borne equally by Landlord and Tenant. The determination of Landlord's Consultant as to any increase in the Fixed Rent based on such average monthly electric energy consumption and/or demand shall be conclusive and binding upon the parties from and after the delivery of a copy of such determination to Landlord and Tenant, unless, within fifteen (IS) days thereafter, Tenant shall dispute such determination by having an independent reputable electrical consultant, selected and paid for by Tenant ("Tenant's Consultant"), consult with Landlord or Landlord's Consultant as to said determination. If the parties or their respective consultants shall agree as to a resolution of said dispute, then such agreement shall be binding upon the parties, or if the difference between them shall be ten (10%) percent or less of the determination made by Landlord's Consultant, then the determination made by Landlord's Consultant shall be binding upon the parties. If Landlord's Consultant and Tenant's Consultant shall not agree within the said ten (10%) percent of each other, then Landlord's Consultant and Tenant's Consultant shall jointly select a third duly qualified independent, reputable electrical consultant who shall determine the matter and whose decision shall be binding upon both parties with the same force and effect as if a non-appealable judgment had been entered by a court of competent jurisdiction. If Landlord's Consultant and Tenant's Consultant shall not agree upon such a third electrical consultant, the matter shall be submitted to the American Arbitration Association in New York City to be determined in accordance with its rules and regulations, and the decision of the arbitrators shall be binding upon the parties with the same force and effect as if a non-appealable judgment had been entered by a court of competent jurisdiction. Any charges of such third consultant or of the American Arbitration Association, and all costs and expenses of either, shall be borne equally by both parties. Notwithstanding the foregoing, until such final determination, Tenant shall pay Fixed Rent to Landlord in accordance with the determination made by Landlord's Consultant. After such final determination, the parties shall promptly make adjustment for any deficiency owed by Tenant or any overage paid by Tenant.

F. If at any time during the Lease Term the Electric Rate shall be increased by the Public Utility, then, effective as of the date of each such increase in the Electric Rate, the Electric Inclusion Factor included in the Fixed Rent shall be increased in proportion to such change in the Electric Rate (as determined by Landlord's Consultant, whose determination shall be binding and conclusive upon the parties, subject to the provisions of Subsection 20.03E above). In no event, however, shall the Electric Rate be deemed to be reduced below the Electric Rate in effect as of the Commencement Date for purposes of computing the Electric Inclusion Factor.

G. At Landlord's request, the parties shall execute, acknowledge and deliver to each other a supplemental agreement in such form as Landlord shall reasonably require to reflect each change in the Fixed Rent under this Article 20, but each and every such change shall be effective as of the effective date described in the provision under which such change is provided for, even if such agreement shall not be executed and delivered.

Section 20.04

A. Tenant's use of electricity in the Demised Premises shall not at any time exceed the Existing Capacity. In order to ensure that the Existing Capacity is not exceeded and to avert possible adverse effect upon the Building's distribution of electricity via the Building's electric system, if at any time the total demand load of Tenant's fixtures, appliances and equipment in the Demised Premises shall equal or exceed eight (8) watts per Rentable Square Foot, then Tenant shall not, without Landlord's prior consent in each instance, connect any additional fixtures, appliances or equipment to the Building's electric system, or make any alterations or additions to the then existing electric system of the Demised Premises.

B. In the event that Tenant shall request electric energy in addition to the Existing Capacity, and if and to the extent that Landlord shall determine that such additional electric energy is available for use by Tenant without (x) resulting in allocation to Tenant of a disproportionate amount of available electric energy and (y) otherwise adversely affecting the Building or any of the other tenancies therein, then Landlord shall connect such additional electric energy to the Demised Premises, and Tenant shall pay to Landlord, as additional rent and within twenty (20) days after the rendition of a bill therefor, a charge equal to Landlord's then established connection charge for each additional amp of electric energy or portion thereof so supplied to the Demised Premises, in addition to the cost of installing additional risers, switches and related equipment necessary in providing such additional electric energy.

Section 20.05

A. Landlord reserves the right to discontinue furnishing electricity to Tenant in the Demised Premises at any time upon not less than thirty (30) days notice to Tenant, except that, unless otherwise compelled by the Public Utility or any Legal Requirements (it being agreed that such compulsion shall include Landlord's inability to legally collect from Tenant all of the costs incurred by Landlord for Tenant Electricity), if Tenant shall immediately commence and diligently pursue to completion arrangements to obtain electricity from the Public Utility upon receipt of Landlord's notice that Landlord intends to discontinue furnishing electricity to the Demised Premises, then Landlord shall postpone such discontinuance for a sufficient amount of time so as to allow Tenant to obtain electricity directly from the Public Utility. If Landlord exercises such right, this Lease shall continue in full force and effect and shall be unaffected thereby, except that, from and after the effective date of such discontinuance, (i) Landlord shall not be obligated to furnish electricity to Tenant (and, if electricity shall, immediately prior to such discontinuance, have been furnished to the Demised Premises on a "rent inclusion" basis, the Fixed Rent payable under this Lease shall be reduced by an amount equal to the Electric Inclusion Factor component of such Fixed Rent), and (ii) Tenant shall be required to submit to Landlord electricity consumption data in a format deemed reasonably acceptable by Landlord.

B. If Landlord so discontinues furnishing electricity to Tenant, then Tenant shall, at Tenant's own cost and expense, promptly arrange to obtain electricity directly from the Public Utility. Such electricity may be furnished to Tenant by means of the then existing Building System feeders, risers and wiring, but only if and to the extent that Landlord determines the same to be available, suitable and safe for such purpose. All meters and additional panel boards, feeders, risers, wiring and other conductors and equipment which may be required to obtain electricity directly from such Public Utility shall be: (x) if located entirely within the Demised Premises, installed and connected by Tenant, at Tenant's own cost and expense, but only after having received Landlord's prior written consent thereto, and Tenant shall thereafter maintain, repair and replace the same, as necessary, at Tenant's own cost and expense; and (y) if located wholly or in part outside of the Demised Premises, installed, connected and thereafter maintained, repaired and replaced, as necessary, by Landlord, at Tenant's cost and expense. Only rigid conduit will be allowed in connection with any such installation.

Section 20.06 If, pursuant to any Legal Requirement, the amount which Landlord shall be permitted to charge Tenant for the purchase of electricity pursuant to this Article 20 shall be reduced below that which Landlord would otherwise be entitled to charge Tenant hereunder, then Tenant shall pay the difference between such amounts to Landlord as additional rent within twenty (20) days after being billed therefor by Landlord, as compensation for the use of the Building's electrical distribution system. If any tax shall be imposed on Landlord by any federal, state or municipal authority with respect to electricity furnished to Tenant, then Tenant's pro rata share of such taxes shall be reimbursed by Tenant to Landlord as additional rent within twenty (20) days after being billed therefor.

Section 20.07 If the Public Utility or any Legal Requirement shall institute or require a change in the manner in which electricity is to be furnished or paid for, and such change reasonably necessitates an appropriate modification of this Article 20, Tenant shall execute and deliver to Landlord an instrument which sets forth such modification; provided, however, that in no event shall the Fixed Rent be reduced to an amount below the amount thereof stated in Section 1.01 above. Tenant agrees to fully and timely comply with all rules and regulations of the Public Utility applicable to Tenant or the Demised Premises.

Section 20.08 In the event that, pursuant to any of the provisions of this Article 20, any initial determinations, statements or estimates are made by or on behalf of Landlord (whether such initial determinations, statements or estimates are subject to dispute or not pursuant to the provisions of this Article 20), Tenant shall pay to Landlord the amount(s) set forth on such initial determinations, statements or estimates, as the case may be, until subsequent determinations, statements or estimates are rendered, at which time the parties shall make adjustment for any deficiency owed by Tenant, or any overage paid by Tenant.

Section 20.09 Notwithstanding any provisions of this Article 20 and regardless of the manner of service of electricity to the Demised Premises (whether by rent inclusion or submetering, but excluding a situation in which Tenant shall be obtaining electricity directly from the Public Utility pursuant to the provisions of Section 20.05 above), in no event shall the cost to Tenant for electricity to the Demised Premises be less than one hundred and three (103%) percent of Landlord's Electricity Cost.

Section 20.10 Any payments due hereunder for less than a calendar year at the commencement or end of the Lease Term shall be equitably prorated. Any delay or failure by Landlord to render any bills or statements under the provisions of this Article 20 shall not prejudice Landlord's right thereunder to render such bills or statements for prior or subsequent periods. Any delay or failure by Landlord in making any request or demand for any amount payable by Tenant pursuant to the provisions of this Article 20 shall not constitute a waiver of, or in any way diminish, the continuing obligation of Tenant to make such payment. The obligations of Tenant with respect to any payment or increase pursuant to the provisions of this Article 20 shall survive the expiration or sooner termination of the Lease Term (i) for a period of one (1) year generally, and (ii) for a period of two (2) years if the reason for the delay in rendering a final bill is attributable to an act or omission of the Public Utility.

ARTICLE 21

BROKER

Section 21.01 Tenant represents and warrants to Landlord that Tenant has not employed, dealt or negotiated with any broker in connection with this Lease, and Tenant shall indemnify, protect, defend and hold Landlord harmless from and against any and all liability, damage, cost and expense (including reasonable attorneys' fees and disbursements) arising out of any claim for a fee or commission by any broker or other party in connection with this Lease. The foregoing provisions of this Section 21.01 shall not apply to the Designated Broker. Landlord represents to Tenant that Landlord has not employed, dealt or negotiated with any broker (other than the Designated Broker) in connection with this Lease; it being understood and agreed that mailings by Landlord to brokers with respect to Landlord's desire to lease the Demised Premises shall not be deemed a breach of the foregoing representation. Landlord agrees to pay the Designated Broker's commission in accordance with one or more separate agreements between Landlord and the Designated Broker.

ARTICLE 22

SUBORDINATION; NON-DISTURBANCE

Section 22.01 Subject to the provisions of Section 22.06 below, this Lease and all of Tenant's rights hereunder, including Tenant's rights under Section 27.01, are and shall be subject and subordinate to (i) every Underlying Lease, the rights of the Overlandlord or Overlandlords under each Underlying Lease, all mortgages heretofore or hereafter placed on or affecting any Underlying Lease, alone or with other property, and to all advances heretofore or hereafter made under any such leasehold mortgage, and to all renewals, modifications, consolidations, replacements, substitutions, spreaders, additions and extensions of any such leasehold mortgage, (ii) any condominium plan or declaration now or hereafter affecting the Building, and any other instruments or rules and regulations promulgated in connection therewith, provided that the same shall not increase the obligations of Tenant hereunder or adversely affect the leasehold interest hereby created (in either case, other than to a de minimis extent), (iii) any reciprocal easement agreements or any other easements now or hereafter affecting the Building, and (iv) any Mortgage now or hereafter affecting the real property of which the Demised Premises form a part or any part or parts of such real property, or such real property and other property, and to each advance made or hereafter to be made under any such Mortgage and to all renewals, modifications, consolidations, replacements, substitutions, spreaders, additions and extensions of any such Underlying Lease or Leases and/or Mortgages. The subordination provisions herein contained shall be self-operative, and no further instrument of subordination shall be required. Landlord reserves the right, by written notice to Tenant, to determine that the foregoing provisions shall not apply to any or all Mortgages then being and/or thereafter to be made. In confirmation of said subordination, Tenant shall execute and deliver promptly any certificate that Landlord or that Landlord's successors-in-interest may request. Notwithstanding any provision in this Lease or any separate agreement with Tenant, Tenant covenants and agrees that Tenant shall not do any act, or refrain from doing any act, if doing such act, or refraining from doing such act, would constitute a default or breach of any Underlying Lease or Mortgage to which this Lease is subordinate (provided that Tenant has been given notice of the relevant provision of the Underlying Lease or Mortgage).

Section 22.02 This Lease may be conditionally or otherwise assigned as collateral security by Landlord to a Mortgagee, which assignment may provide that, without Mortgagee's prior written consent, Tenant and Landlord shall not (i) pay or accept the rent or additional rent under the terms of this Lease for more than one month in advance of the due date of such rent or additional rent, or (ii) enter into an agreement to amend or modify this Lease if there shall be an unexpired term of more than one (1) year thereunder, or (iii) voluntarily surrender the Demised Premises, terminate this Lease or accelerate the Lease Term without cause, or (iv) authorize the Tenant to assign this Lease or sublet the Demised Premises or any part thereof except in the manner provided under the terms of this Lease. Any agreement by Landlord to make, perform or furnish any capital improvements or services not related to the possession or use of the Demised Premises by Tenant shall not be binding on any Mortgagee in the event of foreclosure or in the event that a Mortgagee enters upon the Demised Premises pursuant to any security instrument in connection with the mortgage loan. Regardless of whether and to what extent Landlord may have an obligation in connection therewith, until a Mortgagee or such Mortgagee's successor (as the case may be) shall take actual possession of the Building, such Mortgagee and such Mortgagee's successor shall not be responsible for any improvements, covenants, contractual obligations or services which Landlord has agreed to make, furnish or perform for Tenant under the terms of this Lease, or for the control, care or management of the Building or any waste committed on the Building by any tenant, or for any dangerous or defective condition of the Building resulting in loss or injury or death to any tenant, licensee or stranger. As of the date hereof, no security deposited by Tenant has been transferred to any Mortgagee, who will assume no liability for any security so deposited unless and until such Mortgagee demands the transfer of said security and assumes responsibility therefor.

Section 22.03 Tenant agrees that, unless a Mortgagee shall elect otherwise in the case of a foreclosure of such Mortgage, or unless the Overlandlord of an Underlying Lease to which this Lease is subordinate shall elect otherwise in the case of a cancellation or a termination of such Underlying Lease, neither the cancellation nor termination of any Underlying Lease, nor any foreclosure of a Mortgage affecting the Land, Building, an Underlying Lease or the Demised Premises, nor the institution of any suit, action, summary or other proceeding against Landlord herein or any successor landlord, shall by operation of law or otherwise result in cancellation or termination of this Lease or the obligations of Tenant hereunder, and upon the request of the Overlandlord of such Underlying Lease, or the holder of such Mortgage, or the purchaser at a sale in foreclosure of such Mortgage, or other person who shall succeed to the interests of Landlord (which such Overlandlord, holder, purchaser or other person is hereafter in this Section referred to as "such successor-in-interest"), Tenant covenants and agrees to attorn to such successor-in-interest and recognize such successor-in-interest as the landlord under this Lease. Tenant agrees to execute an instrument in writing satisfactory to such successor-in-interest whereby Tenant attorns to such

successor-in-interest. Tenant further waives the provisions of any statute or rule of law now or hereafter in effect which may give or purport to give Tenant any right of election to terminate this Lease or to surrender possession of the Demised Premises in the event any Underlying Lease terminates or any such mortgage is foreclosed or any such proceeding is brought by any Overlandlord or the holder of any such mortgage.

Section 22.04 In the event of the occurrence of any act or omission by Landlord which would give Tenant the right to terminate this Lease or claim a partial or total eviction, or make any claim against Landlord for the payment of money, Tenant shall not exercise such right until Tenant shall have given written notice of such occurrence to (i) Landlord and (ii) each Mortgagee and the Overlandlord of any Underlying Lease, as to whom, and to the last address to which, Tenant has been instructed to give such notice, and a reasonable period for remedying such act or omission shall have elapsed following the giving of such notices, during which such parties or any of them with reasonable diligence following the giving of such notice, have not commenced and continued to remedy such act or omission or to cause the same to be remedied. Nothing herein contained shall be deemed to create any rights in Tenant not specifically granted in this Lease or under any applicable provision of law, nor to obligate any such Mortgagee or Overlandlord to remedy any such act or omission.

Section 22.05 If a Mortgagee or prospective mortgagee shall request modifications to this Lease, Tenant shall not unreasonably withhold, delay or defer Tenant's consent thereto, provided that such modifications shall not increase the obligations of Tenant hereunder or adversely affect the leasehold interest hereby created (in either case, other than to a de minimis extent). In no event shall a requirement that the consent of any such Mortgagee or prospective mortgagee be given for any modification of this Lease, or for any assignment or sublease, be deemed to adversely affect the leasehold interest hereby created.

Section 22.06

A. Landlord shall, within thirty (30) days after the execution of this Lease, obtain a "non-disturbance" agreement (an "SNDA") from the holder of any Mortgage now encumbering the Land and/or the Building, in the form used by such Mortgagee, which shall provide in substance that, so long as Tenant is not in default with respect to any of Tenant's obligations under this Lease after notice and the expiration of the applicable cure period: (i) Tenant shall not be joined as a party defendant (unless required by applicable law) in any foreclosure action or proceeding that may be instituted by such Mortgagee, and (ii) Tenant shall not be evicted from the Demised Premises, nor shall Tenant's leasehold estate or right to possession of the Demised Premises be terminated or disturbed, by reason of any default under such Mortgage. Such non-disturbance agreement may also provide that Tenant shall, at the option of such Mortgagee, either (x) attorn to such Mortgagee and perform for such Mortgagee's benefit all of the terms, covenants and conditions to be performed by Tenant under this Lease, or (y) enter into a new lease with any Mortgagee or its respective successors or assigns for the balance of the Lease Term on the same terms and conditions as are contained in this Lease. If Tenant shall not execute and deliver to the Mortgagee the SNDA as shall be reasonably required by such Mortgagee, then this Lease and all of Tenant's rights hereunder shall nonetheless be subordinate to the Mortgage, and Landlord shall be released from any obligation to deliver an SNDA from such Mortgagee to Tenant.

B. Landlord shall, within thirty (30) days after the execution of this Lease, also obtain an SNDA from Overlandlord, in the form used by Overlandlord, which shall provide in substance that, so long as Tenant is not in default with respect to any of Tenant's obligations under this Lease after notice and the expiration of the applicable cure period: (i) Tenant shall not be joined as a party defendant (unless required by applicable law) in any eviction action or proceeding that may be instituted by Overlandlord, and (ii) Tenant shall not be evicted from the Demised Premises, nor shall Tenant's leasehold estate or right to possession of the Demised Premises be terminated or disturbed, by reason of any default under the Existing Underlying Lease. Such non-disturbance agreement may also provide that Tenant shall, at the option of Overlandlord, either (x) attorn to Overlandlord and perform for Overlandlord's benefit all of the terms, covenants and conditions to be performed by Tenant under this Lease, or (y) enter into a new lease with Overlandlord for the balance of the Lease Term on the same terms and conditions as are contained in this Lease. If Tenant shall not execute and deliver to Overlandlord the SNDA as shall be reasonably required by Overlandlord, then this Lease and all of Tenant's rights hereunder shall nonetheless be subordinate to the Existing Underlying Lease, and Landlord shall be released from any obligation to deliver an SNDA from Overlandlord to Tenant.

C. Notwithstanding anything to the contrary contained in this Article 22 (but subject to the provisions of this Section 22.06), this Lease shall not be subordinate to any hereafter placed Mortgage, unless Tenant shall obtain an SNDA from the holder of any Mortgage hereafter encumbering the Land and/or the Building, in a commercially reasonable form prepared by or acceptable to any such Mortgagee. (For the avoidance of doubt, an SNDA that does not materially reduce the rights of Tenant or materially increase the obligations of Tenant in comparison to the SNDA intended to be executed by Tenant and the existing Mortgagee within thirty (30) days after the execution of this Lease shall be deemed to be a commercially reasonable form.) If Tenant shall not execute and deliver such SNDA to a the holder of such Mortgage as shall be reasonably required by such Mortgagee, then this Lease and all of Tenant's rights hereunder shall nonetheless be subordinate to the relevant Mortgage. Landlord shall have no liability to Tenant if Tenant shall not obtain an SNDA, nor shall the same relieve or release Tenant from any of the obligations of Tenant under this Lease.

ARTICLE 23

ESTOPPEL CERTIFICATE

Section 23.01 At any time and from time to time before or during the Lease Term, Tenant shall, within ten (10) days after request by Landlord, execute, acknowledge and deliver to Landlord a statement in writing addressed to Landlord and/or to such other party(ies) as Landlord may designate: (i) certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified and stating the modifications), (ii) stating the dates to which the Fixed Rent, additional rent and other charges have been paid, (iii) stating whether or not, to the best knowledge of the signer of such certificate, there exists any default by either party in the performance of any covenant, agreement, term, provision or condition contained in this Lease, and, if so, specifying each such default of which the signer may have knowledge, and (iv) (v) setting forth such other information as Landlord may reasonably request concerning this Lease; it being intended that any such statement delivered pursuant to this Section 23.01 may be relied upon by Landlord or by a purchaser of Landlord's interest, and by any mortgagee, or prospective mortgagee, of any mortgage affecting the Building or the Land, or both, and by any Overlandlord or prospective Overlandlord under any Underlying Lease affecting the Land or Building, or both, and by any mortgagee or prospective mortgagee of any Underlying Lease. Failure by Tenant to comply with the provisions of this Section 23.01 shall constitute a waiver by Tenant of any defaults on Landlord's part under this Lease and a waiver of enforceability by Tenant of any modification of this Lease, as against any person above described entitled to rely upon such statement, but without limiting any rights and remedies available to Landlord by reason of such failure.

Section 23.02 Landlord agrees, in connection with any proposed assignment of this Lease or subletting of the Demised Premises by Tenant, or in connection with a Tenant financing, upon not less than fifteen (15) days prior notice by Tenant, to execute, acknowledge and deliver to Tenant a statement in writing addressed to Tenant and/or the proposed assignee, subtenant and lender, as the case may be: (i) certifying that this Lease is then in full force and effect and has not been modified (or if modified, that the same is in full force and effect as modified and stating the modifications), (ii) setting forth the dates to which the Fixed Rent and Recurring Additional Rent have been paid, and (iii) stating whether or not, to the best knowledge of Landlord (but without having made any independent investigation), Tenant is in default under the Lease, and, if Tenant is in default, identifying such defaults; it being intended that any such statement delivered pursuant to this Section 23.02 may be relied upon by Tenant or by such assignee, subtenant or lender.

ARTICLE 24

LEGAL PROCEEDINGS

Section 24.01 if Tenant or Landlord shall bring any action or suit for any relief against the other, declaratory or otherwise, arising out of this Lease or Tenant's occupancy of the Demised Premises, the parties hereto agree to and hereby waive any right to a trial by jury.

Section 24.02 This Lease shall be governed in all respects by the laws of the State of New York. Tenant hereby expressly consents to jurisdiction in the State of New York in any action or proceeding arising out of this Lease and/or the use and occupancy of the Demised Premises. If Tenant at any time during the Lease Term shall not be a New York partnership or a New York corporation or a foreign corporation qualified to do business in New York State, Tenant shall designate, in writing, an agent located in New York County (together with such agent's address) for service under the laws of the State of New York for the entry of a personal judgment against Tenant. Tenant, by notice to Landlord, shall have the right to change Tenant's designation of such agent, provided that at all times there shall be an agent in New York County for such service. In the event of any revocation (or attempted revocation) by Tenant of such agency, the same shall be void and have no force or effect unless and until a new agent shall have been designated for service and Tenant shall have notified Landlord thereof (together with such new agent's address). If any such agency designation shall require a filing in the office of the Clerk of the County of New York, the same shall be promptly accomplished by Tenant, at Tenant's expense, and a certified copy thereof shall thereupon be transmitted by Tenant to Landlord.

ARTICLE 25

SURRENDER

Section 25.01 Tenant shall, at the expiration or sooner termination of the Lease Term (either, as applicable, being referred to herein as the "Surrender Date"), quit and surrender to Landlord the Demised Premises, broom clean and in the condition required under this Lease, reasonable wear and tear excepted, and shall deliver all keys to and for the Demised Premises to Landlord, and shall inform Landlord of all combinations of locks, safes and vaults, if any, located (and permitted by Landlord to remain) in the Demised Premises. Except as otherwise expressly provided elsewhere in this Lease, Tenant shall, on or before the Surrender Date, remove all of Tenant's property from the Demised Premises and shall immediately repair any damage to the Demised Premises caused by the installation and/or removal of such property. Any or all of such property not so removed shall, at Landlord's option, become the exclusive property of Landlord or be disposed of by Landlord, at Tenant's cost and expense, without further notice to or demand upon Tenant, and without any liability to Tenant, in connection therewith.

Section 25.02

A. if the Demised Premises shall not be surrendered as and when aforesaid, Tenant shall pay to Landlord as use and occupancy for each month or fraction thereof during which Tenant continues to occupy the Demised Premises from and after the Surrender Date (the "Continued Occupancy Period") an amount of money (the "Occupancy Payment") equal to one hundred fifty (150%) percent of one twelfth (1/12) of the Fixed Rent and Recurring Additional Rent due or payable by Tenant during the twelve (12) months immediately preceding the Surrender Date. Tenant shall make the Occupancy Payment, without notice or previous demand therefor, on the first day of each and every month during the Continued Occupancy Period.

B. Supplementing the provisions of Subsection 25.02A above, if Tenant shall fail to surrender the Demised Premises in the manner required under this Lease by the earlier of (i) the thirtieth (30th) day after notice from Landlord that Landlord has entered into a lease or other occupancy agreement with a third party for all or a portion of the Demised Premises (provided, however, that Tenant shall not be obligated to surrender the Demised Premises prior to the Surrender Date), and (ii) the ninetieth (90th) day after the Surrender Date, then, in addition to making all required Occupancy Payments, Tenant shall also indemnify and hold Landlord harmless from and against any and all cost, expense, damage, claim, loss or liability resulting from any delay or failure by Tenant in so surrendering the Demised Premises, including any consequential damages suffered by Landlord and any claims made by any succeeding occupant founded on such delay or failure, and any and all reasonable attorneys' fees, disbursements and court costs incurred by Landlord in connection with any of the foregoing.

C. The receipt and acceptance by Landlord of all or any portion of the Occupancy Payment shall not be deemed a waiver or acceptance by Landlord of Tenant's breach of Tenant's covenants and agreements under this Article 25, or a waiver by Landlord of Landlord's right to institute any summary holdover proceedings against Tenant, or a waiver by Landlord of Landlord's rights to enforce any of Landlord's rights, or pursue any of Landlord's remedies against Tenant in such event as provided for in this Lease or under law.

Section 25.03 It is expressly understood and agreed that there can be no extension of the Lease Term unless said extension is reduced to writing and agreed to by Landlord. No verbal statement or unsigned writing shall be deemed to extend the Lease Term, and Tenant hereby agrees that any improvements Tenant shall make to the Demised Premises in reliance upon any extension of the Lease Term given verbally or by an unsigned writing shall be at Tenant's peril.

Section 25.04 If the last day of the Lease Term shall fall on a Saturday, Sunday or legal holiday, the term of this Lease shall expire on the Business Day immediately preceding such date.

Section 25.05 Tenant expressly waives, for itself and for any person claiming by, through or under Tenant, any rights which Tenant or any such persons may have under the provisions of Section 2201 of the New York Civil Practice Law and Rules, and of any successor law of like import then in force, in connection with any summary holdover proceedings which Landlord may institute to enforce the provisions of this Article 25.

Section 25.06 Each and every one of Tenant's obligations set forth in this Article 25 (including the indemnity) shall survive the expiration or other termination of the Lease Term.

ARTICLE 26

RULES AND REGULATIONS

Section 26.01 Tenant and all Persons Within Tenant's Control shall faithfully observe and comply with: (i) all of the rules and regulations set forth in Exhibit "F" annexed hereto and made a part hereof, and (ii) such additional rules and regulations as Landlord may, at any time or from time to time hereafter, reasonably make and communicate in writing to Tenant, which, in the judgment of Landlord, shall be necessary or desirable for the reputation, safety, care or appearance of the Building and the Building Systems, or the preservation of good order therein, or the operation or maintenance of the Building and Building Systems, or the comfort of tenants or others in the Building collectively, the "Rules and Regulations"). Any additional rules and regulations shall not materially increase Tenant's obligations under this Lease nor materially reduce Tenant's rights under this Lease. In the case of any conflict between the provisions of this Lease and any such rules or regulations, the provisions of this Lease shall control. Nothing contained in this Lease shall be construed to impose upon Landlord any duty or obligation to enforce the rules and regulations or the terms, covenants or conditions in any other lease as against any other tenant, except that Landlord agrees not to enforce the rules and regulations against Tenant in a discriminatory manner, and Landlord shall not be liable to Tenant for violation of the same by any other tenant, or by any other tenant's servants, employees, agents, visitors, invitees, subtenants or licensees. In the event that Tenant shall dispute the reasonableness of any additional rule or regulation hereafter made or adopted by Landlord or Landlord's agents, the parties hereto agree to submit the question of the reasonableness of such rule or regulation for decision to the Chairman of the Board of Directors of the Management Division of The Real Estate Board of New York, Inc., or to such impartial person or persons as he may designate, whose determination shall be final and conclusive upon the parties hereto. The right to dispute the reasonableness of any additional rule or regulation upon Tenant's part shall be deemed waived unless the same shall be asserted by service of a notice in writing upon Landlord within ten (10) Business Days after the giving of notice of the making of the rule or regulation to Tenant.

ARTICLE 27

PERSONS BOUND

Section 27.01 The covenants, agreements, terms, provisions and conditions of this Lease shall bind and inure to the benefit of the respective heirs, distributees, executors, administrators, successors, assigns and legal representatives of the parties hereto with the same effect as if mentioned in each instance where a party hereto is named or referred to, except that no violation of the provisions of Article 10 shall operate to vest any rights in any successor, assignee or legal representative of Tenant, and that the provisions of this Article 27 shall not be construed as modifying the conditions of limitation contained in Articles 14 and 15. The term "Landlord" as used in this Lease shall mean the Landlord at the particular time in question, and it is agreed that the covenants and obligations of Landlord under this Lease shall not be binding upon Landlord herein named or any subsequent landlord with respect to any period subsequent to the transfer of its interest under this Lease by operation of law or otherwise. In the event of any such transfer, the transferee shall be deemed to have assumed (subject to this Article 27) the covenants and

obligations of Landlord under this Lease, and Tenant agrees to look solely to the transferee for the performance of the obligations of Landlord hereunder, but only with respect to the period beginning with such transfer and ending with a subsequent transfer of such interest. A lease of Landlord's interest shall be deemed a transfer within the meaning of this Article 27.

Section 27.02 Notwithstanding anything to the contrary provided or implied elsewhere in this Lease, Tenant agrees that there shall be no personal liability on the part of Landlord arising out of any default by Landlord under this Lease, and that Tenant (and any person claiming by, through or under Tenant) shall look solely to the equity interest of Landlord in and to the Building or the leasehold estate of Landlord (including the proceeds of any sale or other disposition thereof) for the enforcement and satisfaction of any defaults by Landlord hereunder, and that Tenant shall not enforce any judgment or other judicial decree requiring the payment of money by Landlord against any other property or assets of Landlord, and at no time shall any other property or assets of Landlord, or of Landlord's principals, partners, members, shareholders, directors or officers, be subject to levy, execution, attachment or other enforcement procedure for the satisfaction of Tenant's (or such person's) remedies under or with respect to this Lease, the relationship of Landlord and Tenant hereunder or Tenant's use or occupancy of the Demised Premises; such exculpation of personal liability to be absolute and without any exception.

ARTICLE 28

NOTICES

Section 28.01 In order for the same to be effective, each and every notice, request or demand permitted or required to be given by the terms and provisions of this Lease, or by any Legal Requirement, either by Landlord to Tenant or by Tenant to Landlord (any of the foregoing being referred to in this Article 28 as a "Notice"), shall be given in writing, in the manner provided in this Section 28.01, unless expressly provided otherwise elsewhere in this Lease. All Notices shall be delivered by hand or by a nationally recognized overnight courier, and shall be deemed to have been delivered on the date of receipt thereof (or the date that such receipt is refused, if applicable). In the case of Notices given by Landlord to Tenant, any such Notice shall be addressed to Tenant at the Demised Premises (or before Tenant has moved its offices to the Demised Premises, addressed to Tenant at its address as stated on the first page of this Lease).

Section 28.02 In the case of Notices given by Tenant to Landlord, any such Notice shall be addressed to Landlord as follows: JSM Associates I LLC do Edward J. Minskoff Equities, Inc., 1325 Avenue of the Americas, New York, New York 10019, Attention: Chief Financial Officer, with a copy to: Stroock & Stroock & Lavan LLP, 180 Maiden Lane, New York, New York 10038, Attention: Jacob Bart, Esq., and with copies thereof delivered as aforesaid to parties designated in accordance with Section 22.04. In the case of Notices given by Landlord to Tenant, any such Notice shall be addressed to Tenant as follows: (i) prior to the Commencement Date: Dibs.com, Inc., 156 Fifth Avenue, New York, New York 10010 Attention: Legal Department, with a copy (in the case of a default or termination) to: Pillsbury Winthrop Shaw Pittman, LLP, 1540 Broadway, New York, New York 10036, Attention: Ronald Fleming, Esq.; and (ii) following the Commencement Date: 1st Dibs.com, Inc., 51 Astor Place, 3rd Floor, New York, New York 10010 Attention: Legal Department, with a copy (in the case of a default, termination or Offer Notice) to: Pillsbury Winthrop Shaw Pittman, LLP, 1540 Broadway, New York, New York 10036, Attention: Ronald Fleming, Esq.

Section 28.03 Either party may, by notice as aforesaid, designate a different address or addresses for Notices.

Section 28.04 Landlord shall have the right to designate a managing agent who may give notices to Tenant on behalf of Landlord. Notices may also be given on behalf of Landlord and Tenant by their respective attorneys, provided that Landlord or Tenant (as the case may be) has directly notified the other party of the name and address of its attorneys. Until further notification, Landlord's and Tenant's attorney are as set forth in Section 28.02 above.

ARTICLE 29

PARTNERSHIP TENANT

Section 29.01 If Tenant is a partnership (or is comprised of two (2) or more persons, individually and as co partners of a partnership) or if Tenant's interest in this Lease shall be assigned to a partnership (or to two (2) or more persons, individually and as co partners of a partnership) pursuant to Article 10 (any such partnership and such persons being referred to in this Article as "Partnership Tenant"), the following provisions of this Section 29.01 shall apply to such Partnership Tenant: (i) the liability of each of the parties comprising Partnership Tenant (other than limited partners) shall be joint and several, (ii) each of the parties comprising Partnership Tenant hereby consents in advance to, and agrees to be bound by, any written instrument which may hereafter be executed changing, modifying or discharging this Lease, in whole or in part, or surrendering all or any part of the Demised Premises to Landlord, and by any notices, demands, requests or other communications which may hereafter be given by Partnership Tenant or by any of the parties comprising Partnership Tenant, (iii) any bills, statements, notices, demands, requests or other communications given or rendered to Partnership Tenant or to any of the parties comprising Partnership Tenant (other than limited partners) shall be binding upon Partnership Tenant (other than limited partners) and all such parties, (iv) if Partnership Tenant shall admit new partners (other than limited partners), all of such new partners (other than limited partners) shall, by their admission to Partnership Tenant, be deemed to have assumed performance of all of the terms, covenants and conditions of this Lease on Tenant's part to be observed and performed, (v) Partnership Tenant shall give prompt notice to Landlord of the admission of any such new partners (other than limited partners), and, upon demand of Landlord, shall cause each such new partner

(other than limited partners) to execute and deliver to Landlord an agreement in form satisfactory to Landlord, wherein each such new partner (other than limited partners) shall assume performance of all of the terms, covenants and conditions of this Lease on Tenant's part to be observed and performed (but neither Landlord's failure to request any such agreement nor the failure of any such new partner (other than limited partners) to execute or deliver any such agreement to Landlord shall vitiate the provisions of clause (iv) of this Section 29.01), and (vi) Partnership Tenant shall promptly deliver to Landlord a supplementary written statement setting forth the names and current residential addresses of all new partners (other than limited partners).

Section 29.02 If any partner in Tenant is or shall be a professional corporation, Tenant agrees to cause such professional corporation and each individual shareholder thereof to execute such guaranties and other instruments, agreements or documents as Landlord may reasonably request confirming that such individual shareholder shall have the same obligations and liability under this Lease as such shareholder would have had if he, and not such professional corporation, were a partner in Tenant.

Section 29.03 Tenant and each of the partners of Tenant (other than limited partners) hereby waive any requirements of law that may require that Landlord first look to the assets of Tenant for recovery of any monies due hereunder, it being the intention of the parties hereto that Landlord may, at Landlord's election, proceed against the assets of Tenant and/or the assets of the individual partners of Tenant (other than limited partners), in the manner described in the next sentence. Landlord shall have the right to institute legal actions against the individual partners of Tenant (other than limited partners) at the same time that Landlord proceeds against Tenant, provided, however, that Landlord shall not levy judgment against the assets of such individual partners until such time as Landlord shall reasonably determine that the assets of Tenant and the Security provided by Tenant to Landlord pursuant to the provisions of Article 33 of this Lease (if applicable) are likely to be inadequate to satisfy such judgment as may be obtained by Landlord. The provisions of this Section 29.03 are not intended to mean that Landlord shall have limited or waived its rights to any other available remedies hereunder or under applicable law as to Tenant, including the right to look to the assets of Tenant for recovery of any monies due hereunder.

Section 29.04 The partners of Tenant (other than limited partners) hereby consent and submit to the jurisdiction of any court of record of New York State located in New York County, or of the United States District Court for the Southern District of New York, and agree that service of process in any action or proceeding brought by Landlord may be made upon any or all of the partners of Tenant (other than limited partners) by mailing a copy of the summons to such partner(s) either at their respective addresses or at the Demised Premises, by registered or certified mail, return receipt requested. Notwithstanding the foregoing, the residence of any partner of Tenant shall not be a basis for a choice of venue or for a motion by a partner of Tenant for transfer of venue or forum non conveniens pursuant to any rule of common law and/or any applicable state of federal provision or statute, and each partner of Tenant and Tenant hereby waives the right to choose venue or to move for transfer of venue or forum non conveniens on the grounds that an individual partner of the Tenant resides in a particular jurisdiction.

Section 29.05 Any reference in this Article 29 to "partners/shareholders" shall be deemed to refer to shareholders only if Tenant shall then be a professional corporation, and all references in this Article 29 to "partners/shareholders " shall be deemed (if applicable) to include "members " of limited liability companies. For purposes of this Article 29, the members of a limited liability company shall be deemed to be equivalent to limited partners of a limited partnership.

ARTICLE 30

NO WAIVER; ENTIRE AGREEMENT

Section 30.01 The failure of the Landlord to enforce Landlord's rights for violation of, or to insist upon the strict performance of any covenant, agreement, term, provision or condition of this Lease, or any of the rules and regulations, shall not constitute a waiver thereof, and Landlord shall have all remedies provided herein and by applicable law with respect to any subsequent act which would have originally constituted a violation. The receipt by Landlord of Fixed Rent and/or additional rent with knowledge of the breach of any covenant, agreement, term, provision or condition of this Lease shall not be deemed a waiver of such breach. No provision of this Lease shall be deemed to have been waived by Landlord, unless such waiver shall be in writing signed by Landlord. Tenant hereby expressly waives any right that Tenant might otherwise have to raise or assert either the aforesaid failure of Landlord to enforce rights, seek redress or insist upon strict performance, or the aforesaid receipt by Landlord of Fixed Rent and/or additional rent, as a basis for any defense or counterclaim in any legal, equitable or other proceeding in which Landlord shall seek to enforce any rights, covenants or conditions under this Lease. The remedies provided in this Lease shall be cumulative and shall not in any way abridge, modify or preclude any other rights or remedies to which Landlord may be entitled under this Lease, at law or in equity. Without limiting the generality of the foregoing, Tenant expressly agrees that, upon the occurrence of an Event of Default, Landlord shall be entitled to exercise all of the rights set forth in Article 15 above (including the right to terminate this Lease), notwithstanding that this Lease provides that Landlord may cure the default or otherwise perform the obligation of Tenant which gave rise to such Event of Default, and regardless of whether Landlord shall have effected such cure or performed such obligation. The receipt and retention by Landlord of Fixed Rent or additional rent from any person other than Tenant shall not be deemed a waiver by Landlord of any breach by Tenant of any covenant, agreement, term, provision or condition contained in this Lease, or the acceptance of such other person as a tenant, or a release of Tenant from the further performance of the covenants, agreements, terms, provisions and conditions contained in this Lease.

Section 30.02 This Lease, with the schedules, riders and exhibits, if any, annexed hereto, contains the entire agreement between Landlord and Tenant, and any agreement heretofore made shall be deemed merged herein. Any agreement hereafter made between Landlord and Tenant shall be ineffective to change, modify, waive, release, discharge, terminate or effect a surrender or abandonment of this Lease, in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement is sought. All of the schedules, riders and exhibits, if any, annexed hereto are incorporated herein and made a part hereof as though fully set forth herein. If Tenant shall have any right to an extension or renewal of the Lease Term, or any right to lease other space from Landlord, Landlord's exercise of Landlord's right to terminate this Lease shall operate, ipso facto, to terminate such renewal, extension or other right, whether or not theretofore exercised by Tenant. Any option on the part of Tenant herein contained for an extension or renewal hereof shall not be deemed to give Tenant any option for a further extension beyond the first renewal or extended term. No option or right granted to Tenant under this Lease to terminate, extend, or make any other election, shall be exercisable or valid during such time as Tenant is not duly keeping, observing and complying with all of the terms, provisions and conditions on Tenant's part to be observed and performed under this Lease.

Section 30.03 No act or thing done by Landlord or Landlord's agents during the Lease Term shall be deemed to constitute an eviction by Landlord, or be deemed an acceptance of a surrender of the Demised Premises, and no agreement to accept such surrender shall be valid, unless in writing signed by Landlord. No employee of Landlord or of Landlord's agents shall have any power to accept the keys of the Demised Premises prior to the termination of this Lease. The delivery of keys to any employee of Landlord or of Landlord's agents shall not operate as a termination of this Lease or a surrender of the Demised Premises. In the event that Tenant at any time shall desire to have Landlord sublet the Demised Premises for Tenant's account, Landlord or Landlord's agents are authorized to receive said keys for such purposes without releasing Tenant from any of Tenant's obligations under this Lease, and Tenant hereby relieves Landlord of any liability for loss of or damage to any of Tenant's property in connection with such subletting.

ARTICLE 31

MISCELLANEOUS PROVISIONS; DEFINITIONS

Section 31.01 Tenant represents that Tenant has inspected the Demised Premises, and (except as may be otherwise expressly set forth elsewhere in this Lease) agrees to take same in its existing condition "as is" and "where is" at the commencement of the term of this Lease, subject, however, to Landlord's obligation to substantially complete the Additional Bathroom and Tenant's Work, in accordance with Article 2 of this Lease. The taking of possession of the Demised Premises by Tenant shall be deemed conclusive evidence that Tenant accepts the same "as is" and "where is", and that the Demised Premises and the Building are in good and satisfactory condition. Tenant agrees that neither Landlord, nor any broker, agent, employee or representative of Landlord nor any other party, has made, and Tenant does not rely on, any representations, warranties or promises with respect to the Building, the Land, the Demised Premises or this Lease, except as herein expressly set forth, and no rights, easements or licenses are acquired by Tenant by implication or otherwise except as expressly set forth in the provisions of this Lease. Landlord makes no representation as to the design, construction, development or use of the Land or Building, except as may be expressly set forth in this Lease.

Section 31.02 The Table of Contents and Article headings of this Lease are included for convenience only, and shall not limit or define the meaning or content hereof. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person or persons may require. The terms "herein," "hereof" and "hereunder," and words of similar import, shall be construed to refer to this Lease as a whole, and not to any particular Article or Section, unless expressly so stated. The term "and/or", when applied to two or more matters or things, shall be construed to apply to any one or more or all thereof as the circumstances warrant at the time in question. The term "person" shall mean any natural person or persons, a partnership, a corporation, and any other form of business or legal association or entity, unless expressly otherwise stated. An "affiliate" of Tenant shall mean any person which controls or is controlled by, or is under common control with, Tenant, with the word "control" (and, correspondingly, "controlled by" and "under common control with"), as used with respect to any person, meaning the possession of the power to direct or cause the direction of the management and policies of such person. The rule of "ejusdem generis" shall not apply in or to the construction of any term of this Lease.

Section 31.03 If the term "Tenant", as used in this Lease, refers or shall refer to more than one person, then, as used in this Lease, said term shall be deemed to include all of such persons or any one of them. If any of the obligations of Tenant under this Lease is or shall be guaranteed, the term "Tenant" as used in Article 14 shall be deemed to mean the Tenant and the guarantor, or either of them. If this Lease shall have been assigned, then for purposes of Article 14, the term "Tenant" shall be deemed to mean the assignee. The term "Tenant" shall mean the Tenant herein named or any assignee or other successor-in-interest (immediate or remote) of the Tenant herein named, which at the time in question is the owner of the Tenant's estate and interest granted by this Lease; but the foregoing provisions of this Section 31.03 shall not be construed to permit any assignment of this Lease or to relieve the Tenant herein named or any assignee or other successor-in-interest (whether immediate or remote) of the Tenant herein named from the full and prompt payment, performance and observance of each and every one of the covenants, obligations and conditions to be paid, performed and observed by Tenant under this Lease.

Section 31.04 If any portion of the Building shall be sold or transferred by Landlord in a transaction in the nature of a condominium, Landlord may, by notice to Tenant, elect to increase Tenant's Tax Share under this Lease by dividing the prior Tenant's Tax Share by the percentage that the assessed valuation of the tax lot which includes the Demised Premises for the first year of changed ownership bears to the total of the assessed valuations of all new tax lots which comprised the single tax lot which included the Demised Premises during the preceding Tax Year, and base period amounts shall be reduced by multiplying the amount thereof theretofore in effect by the same percentage, and affected computations under Subsection 19.03A above shall be apportioned.

Section 31.05 Landlord and Tenant, any subtenant, and any guarantor of Tenant's obligations under this Lease, hereby expressly consent to the jurisdiction of the Civil Court of the City of New York and the Supreme Court of the State of New York with respect to any action or proceeding between Landlord and Tenant or such party with respect to this Lease or any rights or obligations of either party pursuant to this Lease, and each of such subtenant, guarantor, Landlord and Tenant agrees that venue shall lie in New York County. Tenant and any subtenant further waive any and all rights to commence any such action or proceeding against Landlord before any other court.

Section 31.06 The submission of this Lease to Tenant shall not be construed as an offer, nor shall Tenant have any rights with respect thereto or the Demised Premises, unless and until Landlord and Tenant shall each have executed a counterpart of this Lease and delivered the same to the other. Until such execution and delivery, any action taken or expense incurred by Tenant in connection with this Lease or the Demised Premises shall be solely at Tenant's own risk and account.

Section 31.07 Neither this Lease nor any memorandum thereof shall be recorded.

Section 31.08 This Lease shall be governed exclusively by (i) the provisions hereof, without the aid of any canon, custom or rule of law requiring or suggesting construction against the party drafting or causing the drafting of the provision in question, and (ii) the internal laws of the State of New York as the same may from time to time exist, without giving effect to the principles of conflicts of laws.

Section 31.09 There shall be no merger of this Lease, or the leasehold estate created by this Lease, with any other estate or interest in the Demised Premises, or any part thereof, by reason of the fact that the same person may acquire or own or hold, directly or indirectly, (i) this Lease or the leasehold estate created by this Lease, or any interest in this Lease or in any such leasehold estate, and (ii) any such other estate or interest in the Demised Premises or any part thereof; and no such merger shall occur unless and until all persons having an interest (including a security interest) in (a) this Lease or the leasehold estate created by this Lease and (b) any such other estate or interest in the Demised Premises, or any part thereof, shall join in a written instrument effecting such merger and shall duly record the same.

Section 31.10 If Tenant is a corporation, each person executing this Lease on behalf of Tenant hereby covenants, represents and warrants that Tenant is a duly incorporated or duly qualified (if foreign) corporation and is authorized to do business in the State of New York (with a copy of evidence thereof to be supplied to Landlord upon request); and that each person executing this Lease on behalf of Tenant is an officer of Tenant, and that he is duly authorized to execute, acknowledge and deliver this Lease to Landlord (with a copy of a resolution to that effect to be supplied to Landlord upon request).

Section 31.11 The terms "Landlord shall have no liability to Tenant", or "the same shall be without liability to Landlord", or "without incurring any liability to Tenant therefor", or words of similar import, shall mean that Tenant shall not be entitled to terminate this Lease, or to claim actual or constructive eviction (partial or total), or to receive any abatement or diminution of rent, or to be relieved in any manner of any of Tenant's other obligations hereunder, or to be compensated for loss or injury suffered, or to enforce any other right or kind of liability whatsoever against Landlord under or with respect to this Lease or with respect to Tenant's use or occupancy of the Demised Premises.

Section 31.12 If, under the terms of this Lease, Tenant shall be obligated to pay to Landlord any amount of money (other than Fixed Rent), and no payment period therefor is specified, Tenant shall pay to Landlord the amount due within ten (10) days after being billed therefor.

Section 31.13 Except as otherwise expressly provided herein, all bills, invoices or statements rendered to Tenant pursuant to the terms of this Lease shall be deemed binding and conclusive if, within thirty (30) days of receipt of the same, Tenant fails to notify Landlord, in writing, of Tenant's intention to dispute such bill, invoice or statement.

Section 31.14 Time shall be of the essence with respect to the exercise of any option granted to Tenant pursuant to this Lease.

Section 31.15 Notwithstanding anything to the contrary contained in this Lease, during the continuance of any default (after Tenant shall have theretofore been given notice of any such default) with respect to any of Tenant's obligations under this Lease, Tenant shall not be entitled to exercise any rights or options or to receive any funds or proceeds being held by Landlord under or pursuant to this Lease.

Section 31.16 If any sales or other tax shall be due or payable with respect to any cleaning or other service which Tenant obtains or contracts for directly from any third party or parties, Tenant shall file any required tax returns and shall pay any such tax, and Tenant shall indemnify and hold Landlord harmless from and against any loss, damage or liability suffered or incurred by Landlord by reason thereof.

Section 31.17 Tenant acknowledges and agrees that Tenant has no rights to any development rights, "air rights" or comparable rights appurtenant to the Land and the Building, and consents, without further consideration, to any utilization of such rights by Landlord, and agrees to promptly execute and deliver any instruments which may be requested by Landlord, including instruments merging zoning lots, evidencing such acknowledgment and consent. The provisions of this Section 31.17 shall be deemed to be and shall be construed as an express waiver by Tenant of any interest Tenant may have as a "party in interest" (as such quoted term is defined under the definition of "Zoning Lot" in Section 12-10 of the Zoning Resolution of the City of New York) in the Land and/or the Building.

Section 31.18 This Lease shall not be deemed or construed to create or establish any relationship of partnership or joint venture or similar relationship or arrangement between Landlord or Tenant.

Section 31.19 For the purposes of this Lease (including all of the schedules, riders and exhibits, if any, annexed to this Lease), the terms set forth below shall have the definitions that immediately follow such terms, and such definitions are hereby incorporated into this Lease wherever used:

Alterations — The term "Alterations" shall mean and include all installations, changes, alterations, restorations, renovations, decorations, replacements, additions, improvements and betterments made in or to the Demised Premises or the Building, and shall include Tenant's Work and Tenant's Installations.

Authorized Use — The "Authorized Use" shall be for executive and administrative offices, which may include the following related ancillary use in a portion of the Demised Premises not to exceed 7,500 rentable square feet, but only if and to the extent that the same is incidental to, and in keeping with, general office use in a first-class Manhattan office building: exhibit or gallery space for Tenant's clients to display and sell fine antiques, vintage furniture and design, fine art, estate jewelry and vintage couture (as well as other items that are of the quality and nature of those routinely displayed and offered for sale by Tenant as of the date of this Lease); but in all cases subject to the provisions of this Lease, the Existing Underlying Lease, Legal Requirements and the existing certificate of occupancy for the Building.

Building — The "Building" shall mean and include the structure and other improvements constructed or as may in the future be constructed on the Land, known by the address "51 Astor Place, New York, New York."

Building Systems — The term "Building Systems" shall mean and include such heating, ventilating and air-conditioning systems, and such elevators, water, sewerage, toilet, plumbing, sprinkler, life/safety, security, electric, wiring and mechanical systems, now or hereafter installed in the Building, and the fixtures, equipment and appurtenances thereof, and all other mechanical devices, fixtures, equipment, appurtenances and systems installed by Landlord in the Building.

Existing Underlying Lease—The "Existing Underlying Lease" shall mean and refer to that certain Amended and Restated Ground Lease, dated as of January 31, 2008, between The Cooper Union for the Advancement of Science and Art, as landlord, and JSM Associates I LLC, as tenant, as amended by that certain Amendment of Amended and Restated Ground Lease, dated as of October 13, 2009.

Include and Including — The terms "include" and "including" shall each be construed as if followed by the phrase "without being limited to".

Insurance Boards — The term "Insurance Boards" shall mean and include the National Board of Fire Underwriters and the Insurance Services Office, and any other local or national body having similar jurisdiction or establishing insurance premium rates.

Land — The "Land" shall mean the real property described in Exhibit "D" annexed hereto.

Legal Requirements — The term "Legal Requirements" shall mean and include all laws, orders, ordinances, directions, notices, rules and regulations of the federal government and of any state, county, city, borough and municipality, and of any division, agency, subdivision, bureau, office, commission, board, authority and department thereof, and of any public officer or official and of any quasi-governmental officials and authorities having or asserting jurisdiction over the Land, the Building and/or the Demised Premises.

Mortgage — The term "Mortgage" shall mean any existing or future mortgage and/or security deed affecting the Land and/or the Building, alone or with other property, as the same may from time to time be amended, modified, renewed, consolidated, substituted, spread, added to, extended and/or replaced.

Mortgagee — The term "Mortgagee" shall mean the mortgagee under, and/or the holder of, any Mortgage.

Overlandlord — The term "Overlandlord" shall mean the landlord under any Underlying Lease.

Persons Within Tenant's Control — The term "Persons Within Tenant's Control" shall mean and include Tenant, all of Tenant's subtenants and assignees, and all of their respective principals, officers, agents, contractors, servants, employees, licensees, guests and invitees.

Recurring Additional Rent — The term "Recurring Additional Rent" shall mean all additional rent payable by Tenant pursuant to Articles 19 and 20 of this Lease.

Repairs—The term "Repairs" shall mean and include repairs, restorations and replacements.

Tenant's Installations — The term "Tenant's Installations" shall mean such work (if any) as shall be performed by Tenant or Persons Within Tenant's Control to prepare the Demised Premises for Tenant's initial occupancy thereof.

Underlying Lease — The term "Underlying Lease" shall mean the Existing Underlying Lease and (if applicable) any other any present or future ground or overriding or underlying lease and/or grant affecting the Land, the Building and/or the Demised Premises, as the same may from time to time be amended, modified, renewed, extended and/or replaced.

Section 31.20 As an inducement to Landlord to enter into this Lease, Tenant hereby represents and warrants that: (i) Tenant is not, nor is Tenant owned or controlled directly or indirectly by, any person, group, entity or nation named on any list issued by the Office of Foreign Assets Control of the United States Department of the Treasury ("OFAC") pursuant to Executive Order 13224 or any similar list or any law, order, rule or regulation or any Executive Order of the President of the United States, or by any other federal or state laws, as a terrorist, "Specially Designated National and Blocked Person" or other banned or blocked person (with any such person, group, entity or nation being hereinafter referred to as a "Prohibited Person"); (ii) Tenant is not (nor is it owned or controlled, directly or indirectly, by any person, group, entity or nation that is) acting directly or indirectly for or on behalf of any Prohibited Person; and (iii) from and after the effective date of the above-referenced Executive Order, or such other federal or state law, Tenant (and any person, group, or entity that Tenant controls, directly or indirectly) has not conducted nor will conduct business nor has engaged nor will engage in any transaction or dealing with any Prohibited Person in violation of the U.S. Patriot Act or any OFAC rule or regulation, or any rule or regulation promulgated under any other federal or state law with respect to Prohibited Persons, including any assignment of this Lease or any subletting of all or any portion of the Demised Premises, or permitting the Demised Premises or any portion thereof to be used or occupied (on a permanent, temporary or transient basis), or the making or receiving of any contribution of funds, goods or services, to or for the benefit of a Prohibited Person in violation of the U.S. Patriot Act, any OFAC rule or regulation, or any rule or regulation promulgated under any other federal or state law with respect to Prohibited Persons. In connection with the foregoing, it is expressly understood and agreed that (x) any breach by Tenant of the foregoing representations and warranties shall be deemed a default by Tenant under Section 15.01 of this Lease and shall be covered by the indemnity provisions of Section 11.03 of the this Lease, and (y) the representations and warranties contained in this Section 31.20 shall be continuing in nature and shall survive the expiration or earlier termination of this Lease.

ARTICLE 32

INABILITY TO PERFORM; SEVERABILITY

Section 32.01 This Lease and the obligation of Tenant to pay Fixed Rent and additional rent hereunder, and to perform and comply with all of the other covenants and agreements hereunder on the part of Tenant to be performed or complied with, shall in no way be affected, impaired or excused because of Landlord's delay or failure to perform or comply with any of the covenants and agreements hereunder on the part of Landlord to be performed or complied with, or to furnish any service or facility, for any cause beyond the reasonable control of Landlord, including strikes, lock-outs or labor problems, governmental preemption, or by reason of any Legal Requirements, or by reason of the conditions of supply and demand which have been or shall be affected by war or other emergency or general market conditions or otherwise (collectively, "Force Majeure").

Section 32.02 If any provision of this Lease or the application thereof to any person or circumstance shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Lease or the application of such provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

Section 32.03 Each covenant, agreement, obligation and/or other provision of this Lease on Tenant's part to be performed shall be deemed and construed as a separate and independent covenant of Tenant, and not dependent on any other provision of this Lease.

ARTICLE 33

SECURITY

Section 33.01 Upon the execution of this Lease, but subject to the provisions of Section 33.03 below, Tenant shall deposit with Landlord the Security Deposit Amount, as security for the faithful performance and observance by Tenant of all of the covenants, agreements, terms, provisions and conditions of this Lease. Tenant agrees that, if Tenant shall default (after notice and expiration of the applicable cure period) with respect to any of the covenants, agreements, terms, provisions and conditions that shall be the obligation of Tenant to observe, perform or keep under the terms of this Lease, including the payment of the Fixed Rent and additional rent, Landlord may use, apply or retain the whole or any part of the security being held by Landlord (the "Security") to the extent required for the payment of any Fixed Rent and additional rent, or any other payments as to which Tenant shall be in default or for any monies which Landlord may expend or may be required to expend by reason of Tenant's default in respect of any of the covenants, agreements, terms, provisions and conditions of this Lease, including any damages or deficiency in the reletting of the Demised Premises, whether such damages or deficiency accrued before or after summary proceedings or other re-entry by Landlord. Landlord shall not be required to so use, apply or retain the whole or any part of the Security so deposited, but if the whole or any part thereof shall be so used, applied or retained, then Tenant shall, upon demand, immediately deposit with Landlord an amount in cash equal to the amount so used, applied or retained, so that Landlord shall have the entire Security on hand at all times during the Lease Term. In the event that Tenant shall fully and faithfully comply with all of the terms, provisions, covenants, agreements and conditions of this Lease, the Security shall be returned to Tenant within thirty (30) days after the Expiration Date and delivery of exclusive possession of the Demised Premises to Landlord. In the event of any making or assignment of any Underlying Lease or upon a conveyance of the Building: (i) Landlord shall have

the right to transfer the Security to the assignee or lessee or transferee, (H) Landlord shall thereupon be released by Tenant from all liability for the return of such Security, and (Hi) Tenant agrees to look solely to Landlord's successor for the return of said Security; it being agreed that the provisions hereof shall apply to every transfer or assignment made of the Security to a new Landlord. Tenant further covenants that Tenant will not assign or encumber or attempt to assign or encumber the monies deposited herein as Security, and that neither Landlord nor Landlord's successors or assigns shall be bound by any such assignment, encumbrance, attempted assignment or attempted encumbrance.

Section 33.02 Landlord agrees to place the Security in an interest-bearing account, and, unless disbursed or applied by Landlord as provided in Section 33.01 above, the interest earned thereon (less an amount equal to one (1%) percent of the Security, which may be retained by Landlord each year as compensation for management and administration of said account) shall, in Landlord's discretion: (i) be added to the Security Deposit Amount as additional security, and shall be held and/or disbursed in accordance with the provisions of said Section 33.01, or (ii) be disbursed annually to Tenant, either (in Landlord's discretion) when Landlord shall generally make such distributions to tenants in the Building or within sixty (60) days following Landlord's receipt of a written request therefor from Tenant, but only if Tenant shall not then be in default (after Tenant shall have theretofore been given notice of any such default) with respect to any of Tenant's obligations under this Lease.

Section 33.03

A. Notwithstanding anything to the contrary contained in Section 33.01 above, in lieu of a cash security deposit, Tenant shall deliver to Landlord a clean, irrevocable, transferable and unconditional letter of credit (the "Letter of Credit") issued by and drawn upon a commercial bank (hereinafter referred to as the "Issuing Bank") which shall be a member bank of the New York Clearinghouse Association (or, in the alternative, which shall have offices for banking purposes in the Borough of Manhattan and shall have a net worth of not less than $1 billion, with appropriate evidence thereof to be submitted by Tenant), which Letter of Credit shall: (i) have a term of not less than one year, (ii) be in the form customarily used by said Issuing Bank, provided that the same shall not be less favorable to Landlord (except to a de minimis extent) than the form annexed hereto as Exhibit "H", (iii) be for the benefit of Landlord, (iv) be in the amount of $5,000,000.00, (v) except as otherwise provided in this Section 33.03, conform and be subject to the Uniform Customs and Practice for Documentary Credits, 1998 Revision, 1CC Publication 590 (or any revision thereof or successor thereto) of the international Chamber of Commerce and (to the extent not inconsistent therewith) the laws of the State of New York, including the Uniform Commercial Code, (vi) be fully transferable by Landlord without any fees or charges therefor (or, if the Letter of Credit shall provide for the payment of any transfer fees or charges, the same shall be paid by Tenant as and when such payment shall be requested by the Issuing Bank), (vii) provide that Landlord shall be entitled to draw upon the Letter of Credit upon presentation to the Issuing Bank of a sight draft accompanied by Landlord's statement that Landlord is then entitled to draw upon the Letter of Credit pursuant to the terms of this Lease, and (viii) provide that the Letter of Credit shall be deemed automatically renewed, without amendment, for consecutive periods of one year each year thereafter during the entire Lease Term and for a period of thirty (30) days thereafter, unless the Issuing Bank shall send notice to Landlord by registered mail, return receipt requested, not less than sixty (60) days next preceding the then expiration date of the Letter of Credit that the Issuing Bank elects not to renew such Letter of Credit, in which case Landlord shall have the right, by sight draft on the Issuing Bank, to receive the monies represented by the then existing Letter of Credit, and to hold and/or disburse such proceeds pursuant to the terms of Section 33.01 above as cash security, unless Tenant shall, at least thirty (30) days prior to the expiration of such Letter of Credit, deliver to Landlord a replacement Letter of Credit (which shall comply with all of the conditions set forth in this Subsection 33.03A). if Landlord shall fail, for any reason whatsoever, to draw upon the Letter of Credit within said sixty (60) day period, and the Letter of Credit shall expire prior to the thirtieth (30th) day following the Expiration Date of the Lease Term, then Tenant shall, upon demand, immediately furnish Landlord with a replacement Letter of Credit (which shall comply with all of the conditions set forth in the immediately preceding sentence), so that Landlord shall have the entire Security on hand at all times during the Lease Term and for a period of thirty (30) days thereafter. Tenant acknowledges and agrees that the Letter of Credit shall be delivered to Landlord as security for the faithful performance and observance by Tenant of all of the covenants, agreements, terms, provisions and conditions of this Lease, and that Landlord shall have the right to draw upon the entire Letter of Credit in any instance in which Landlord would have the right to use, apply or retain the whole or any part of any cash security deposited with Landlord pursuant to Section 33.01 above.

B. With respect to the Letter of Credit being required hereunder in lieu of cash security: (i) all references to "Security" in Section 33.01 above shall be deemed to refer to the Letter of Credit, or any proceeds thereof as may be drawn upon by Landlord, and (ii) the provisions of Section 33.02 above shall apply only to such Letter of Credit proceeds (if any) as may be drawn and held by Landlord.

C. In the event that, at any time during the Lease Term, Landlord believes in good faith (i) that the net worth of the Issuing Bank shall be less than the minimum amount specified in Subsection 33.03A above, or (ii) that circumstances have occurred indicating that the Issuing Bank may be incapable of, unable to, or prohibited from honoring the then existing Letter of Credit (hereinafter referred to as the "Existing L/C") in accordance with the terms thereof, then, upon the happening of either of the foregoing, Landlord may send notice to Tenant (hereinafter referred to as the "Replacement Notice") requiring Tenant within twenty (20) days to replace the Existing L/C with a new letter of credit (hereinafter referred to as the "Replacement L/C") from an Issuing Bank satisfying the qualifications described in Subsection 33.03A above. Concurrently with Landlord's receipt of a Replacement L/C satisfying the qualifications of Subsection 33.03A above, Landlord shall return the Existing L/C to Tenant. Landlord agrees to reasonably cooperate with Tenant and the Issuing Bank in connection with the exchange of the Existing L/C for the Replacement L/C. In the event that (a) a Replacement L/C satisfying the qualifications of Subsection 33.03A above is not received by Landlord within the time specified, or (b) Landlord in good faith believes that an emergency exists, then, in either event, upon not less than two (2) Business Days' notice to Tenant,

the Existing LIC may be presented for payment by Landlord and the proceeds thereof shall be held by Landlord in accordance with Section 33.01 above, subject, however, to Tenant's obligation to replace such cash security with a new letter of credit satisfying the qualifications of Subsection 33.03A above (and, upon such replacement, Landlord shall immediately return to Tenant the cash security then being held by Landlord).

D. Landlord agrees that, if Tenant shall not then be in default (after Tenant shall have theretofore been given notice of any such default) with respect to any of the terms, provisions, covenants, agreements and conditions of this Lease, Tenant shall be permitted to reduce the amount of said Letter of Credit as follows:

(i) on September 1, 2016, to $4,166,666.67 (or, if the Security shall then be in the form of cash, Landlord shall, within thirty (30) days after written request therefor by Tenant, return $833,333.33 to Tenant), provided, however, that at no time during the Lease Term shall the Letter of Credit furnished to Landlord pursuant to this Section 33.03 be reduced to an amount less than $4,166,666.67 in total, taking into account the reduction set forth in this Subdivision 33.03D(1);

(ii) on June 1, 2019, to $3,333,333.34 (or, if the Security shall then be in the form of cash, Landlord shall, within thirty (30) days after written request therefor by Tenant, return an additional $833,333.33 to Tenant), provided, however, that at no time during the Lease Term shall the Letter of Credit furnished to Landlord pursuant to this Section 33.03 be reduced to an amount less than $3,333,333.34 in total, taking into account the reduction set forth in this Subdivision 33.03D(ii); and

(iii) on June I, 2024, to $2,777,777.78 (or, if the Security shall then be in the form of cash, Landlord shall, within thirty (30) days after written request therefor by Tenant, return an additional $555,555.563 to Tenant), provided, however, that at no time during the Lease Term shall the Letter of Credit furnished to Landlord pursuant to this Section 33.03 be reduced to an amount less than $2,777,777.78 in total, taking into account the reduction set forth in this Subdivision 33.03D(iii).

E. In order to implement the foregoing provisions of Subsection 33.03D above, Tenant shall deliver to Landlord an amendment to the Letter of Credit (which amendment must be reasonably acceptable to Landlord in all respects; provided, however, that Landlord agrees not to add any conditions upon Tenant with respect to such amendment that are not expressly provided for in this Article 33) reducing the amount of the Letter of Credit by the amount of the reduction permitted by the applicable provisions of said Subsection 33.03D, and Landlord shall execute the amendment and such other documents as are reasonably necessary to reduce the amount of the Letter of Credit in accordance with the terms hereof. If Tenant shall deliver to Landlord an amendment to the Letter of Credit in accordance with the terms hereof, Landlord shall, within ten (10) Business Days after delivery of such amendment, either (i) notify Tenant of any reasonable objections that Landlord may have with respect to such amendment, or (ii) execute such amendment of the Letter of Credit in accordance with the terms hereof.

ARTICLE 34

RENEWAL OPTION

Section 34.01 Subject to the rights of Overlandlord under any Underlying Lease, the initially named Tenant under this Lease (i.e., I stdibs.com, Inc.) and any Related Entity or Successor Entity of the initially named Tenant under this Lease to whom this Lease is assigned in accordance with the applicable provisions of this Lease (collectively referred to hereinafter as "1stdibs"), shall have an option (the "Renewal Option") to extend the term of this Lease for a single renewal term of five (5) years (the "Renewal Term"), which shall commence at noon on the Expiration Date and shall expire at noon on the fifth (5th) anniversary of the Expiration Date or such earlier date upon which this Lease may be terminated as herein provided. The Renewal Option may be exercised only by 1stdibs giving Landlord written notice (the "Renewal Notice") of 1stdibs' intention to renew this Lease pursuant to this Article 34 not later than eighteen (18) months prior to the Expiration Date, and not earlier than twenty-one (21) months prior to the Expiration Date, and such Renewal Notice shall be deemed properly given only if, on the date that 1stdibs shall exercise the Renewal Option (the "Exercise Date"): (i) this Lease shall not have been previously terminated or cancelled, (ii) 1stdibs shall be in occupancy of all of the Demised Premises (other than occupancy by permitted Desk Sharing Entities), and (iii) 1stdibs shall not be in breach or default of any of the obligations of Tenant under this Lease (after notice of such breach or default shall have been given to Tenant). Time shall be strictly of the essence with respect to the giving of the Renewal Notice by 1stdibs to Landlord. Notwithstanding anything to the contrary contained in this Section 34.01, if, subsequent to the Exercise Date but prior to the commencement of the Renewal Term: (x) 1stdibs shall not be in occupancy of all of the Demised Premises (other than occupancy by permitted Desk Sharing Entities), or (y) an Event of Default shall have occurred, then Landlord, in Landlord's sole and absolute discretion, may elect, by written notice to 1stdibs, to void 1stdibs' exercise of the Renewal Option, in which case 1stdibs' exercise of the Renewal Option shall be of no force or effect, and the Lease Term shall end on the Expiration Date of the initial term of this Lease, unless sooner cancelled or terminated pursuant to the provisions of this Lease or by law.

Section 34.02 If Tenant shall exercise the Renewal Option in accordance with the provisions of this Article 34, then this Lease shall be extended for the Renewal Term upon all of the terms, covenants and conditions contained in this Lease, except that: (i) during the Renewal Term, the Fixed Rent shall be the fair annual market rental value (the "Market Value Rent") of the Demised Premises on the Expiration Date, determined as provided in Section 34.03 below, but in no event less than the Fixed Rent and all Recurring Additional Rent in effect on the Expiration Date, and with (a) the new Base Tax Amount to be equal to the Taxes for the twelve-month period immediately prior to the Expiration Date of the initial term of this Lease, and (b) the new Base Operating Year to be the 2029 calendar year, (ii) from and after the Exercise Date (but subject to the provisions of the last sentence of

Section 34.03 above), all references to "Expiration Date" shall be deemed to refer to the last day of the Renewal Term, and all references to "Lease Term" shall be deemed to include the Renewal Term, (iii) Tenant shall have no further right or option to renew this Lease or the term hereof, and (iv) all provisions of this Lease concerning the performance by Landlord of any work, and the grant by Landlord of any monetary contribution, rent abatement or rent credit, in connection with Tenant's initial occupancy of the Demised Premises shall be deemed deleted.

Section 34.04

A. The term "Market Value Rent" shall mean the annual fair market rental value of the Demised Premises as of the Determination Date (as hereinafter defined), taking into consideration all relevant economic factors, but in no event less than the Fixed Rent and all Recurring Additional Rent payable by Tenant in the twelve-month period immediately prior to the Expiration Date of the initial term of this Lease. For purposes hereof, the "Determination Date" shall mean the day immediately following the Expiration Date.

B. The initial determination of Market Value Rent shall be made by Landlord. Provided that the Renewal Notice shall so request, Landlord shall give notice (the "MVR Notice") to Tenant of Landlord's initial determination of the Market Value Rent at least one year prior to the Expiration Date. If the Renewal Notice shall not contain a request that Landlord furnish the MVR Notice at least one year prior to the Expiration Date, Landlord may give Tenant the MVR Notice at any time prior to the Determination Date. Notwithstanding that the Determination Date shall not yet have occurred, such initial determination of Market Value Rent shall be final and binding in fixing the Market Value Rent, unless, within thirty (30) days after Landlord shall have given MVR Notice to Tenant, Landlord shall receive a notice from Tenant (the "MVR Objection Notice"): (i) advising Landlord that Tenant disagrees with the initial determination of Market Value Rent set forth in the MVR Notice, and (ii) proposing a specific alternative Market Value Rent, which shall have been determined in good faith by Tenant. If Landlord and Tenant shall fail to agree upon the Market Value Rent within thirty (30) days after Landlord shall have received the MVR Objection Notice, then Landlord and Tenant each shall give notice to the other setting forth the name and address of an arbitrator designated by the party giving such notice. If either party shall fail to give notice of such designation within ten (10) days, then the first arbitrator chosen shall make the determination alone. If two arbitrators shall have been designated, such two arbitrators shall, within thirty (30) days following the designation of the second arbitrator, make their determinations of Market Value Rent in writing and give notice thereof to each other and to Landlord and Tenant. Such two arbitrators shall have twenty (20) days after the receipt of notice of each other's determinations to confer with each other and to attempt to reach agreement as to the determination of Market Value Rent. The arbitrators shall take into account in any such determination that (a) the new Base Tax Amount shall be equal to the Taxes for the twelve-month period immediately prior to the Expiration Date of the initial term of this Lease, and (b) the new Base Operating Year shall be the 2029 calendar year. If such two arbitrators shall concur as to the determination of the Market Value Rent, such concurrence shall be final and binding upon Landlord and Tenant. If such two arbitrators shall fail to concur by the end of said twenty (20) day period, then such two arbitrators shall forthwith designate a third arbitrator. If the two arbitrators shall fail to agree upon the designation of such third arbitrator within ten (10) days, then either party may apply to the American Arbitration Association or any successor thereto having jurisdiction for the designation of such arbitrator. All arbitrators shall be real estate brokers or consultants who shall have had at least fifteen (15) years continuous experience in the business of appraising or managing real estate or acting as real estate agents or brokers in the Borough of Manhattan, City of New York. The third arbitrator shall conduct such hearings and investigations as he may deem appropriate and shall, within thirty (30) days after his designation, choose one of the determinations of the two arbitrators originally selected by the parties (and may not select any other amount), and that choice by the third arbitrator shall be binding upon Landlord and Tenant. Each party shall pay its own counsel fees and expenses, if any, in connection with any arbitration under this Article 34, including the expenses and fees of any arbitrator selected by it in accordance with the provisions of this Article, and the parties shall share equally all other expenses and fees of any such arbitration. The determination rendered in accordance with the provisions of this Section 34.03 shall be final and binding in fixing the Market Value Rent. The arbitrators shall not have the power to add to, modify or change any of the provisions of this Lease.

C. If for any reason the Market Value Rent shall not have been determined prior to the commencement of the Renewal Term, then, until the Market Value Rent and, accordingly, the Fixed Rent, shall have been finally determined, the Fixed Rent and all Recurring Additional Rent payable for and during the Renewal Term shall be equal to the Market Value Rent and Recurring Additional Rent proposed by Landlord. Upon final determination of the Market Value Rent, an appropriate adjustment to the Fixed Rent shall be made reflecting such final determination, and Landlord or Tenant, as the case may be, shall refund or pay to the other any overpayment or deficiency, as the case may be, in the payment of Fixed Rent from the commencement of the Renewal Term to the date of such final determination.

Section 34.05 The Renewal Option granted pursuant to this Article 34 shall be deemed a personal right limited to 1stdibs, and all references in this Article 34 to "Tenant" shall be deemed to refer only to 1stdibs.

ARTICLE 35

ADDITIONAL COVENANTS

Section 35.01 Tenant, at Tenant's own cost and expense, shall install and maintain all equipment and appliances as may be required by, and otherwise fully comply with, all applicable Legal Requirements and codes and regulations (including, but not limited to, the New York City Fire Department, the New York Board of Fire Underwriters and Fire Insurance Rating Organization), and as required by Landlord's or the Board's insurers by reason of Tenant's specific business operations (in contradistinction to mere use of the Demised Premises for

general office purposes), including fire alarms, smoke alarms, fire extinguisher appliances and sprinkler systems. Tenant shall have the right to connect the foregoing systems to the Building's central system serving the Demised Premises (which central system shall be maintained by Landlord in accordance with the provisions of this Lease), provided that such work shall be performed only by such contractor(s) designated by Landlord (whose charges shall be reasonably competitive in the marketplace) and otherwise in accordance with the provisions of Article 5 above. Nothing contained herein shall be construed to relieve Landlord of the obligations Landlord otherwise has under this Lease with respect to the performance of Landlord's Work or Tenant's Work.

Section 35.02 Tenant shall, at Tenant's own cost and expense: (i) procure and thereafter maintain all governmental permits and licenses required for the proper and lawful conduct of Tenant's business in the Demised Premises and the use thereof, as permitted under this Lease, (ii) upon request therefor from Landlord submit copies of all such permits and licenses to Landlord for its inspection, and (iii) upon request therefor from Landlord submit copies of new or renewal permits and licenses expiring during the term of this Lease at least thirty (30) days before such expiration.

Section 35.03 Tenant covenants that Tenant shall, at Tenant's own cost and expense, diligently use all commercial he reasonable efforts to keep the Demised Premises free and clear of rats, mice, insects and other vermin. In furtherance thereof, Tenant shall employ an exterminator who will utilize the best prevailing method for the prevention of any infestation by, and extermination of, said animals and insects. At all times during the Lease Term, at reasonable times and upon reasonable prior notice to Tenant, Landlord or Landlord's designees shall have the right to inspect the Demised Premises for purposes of verifying Tenant's compliance herewith. If, in Landlord's reasonable judgment, Tenant shall fail to satisfactorily carry out the provisions of this Section 35.03 after notice and a reasonable opportunity to cure, Landlord may, but shall not be obligated to, employ an exterminator service, and the cost and expense incurred by Landlord for such exterminator service shall be repaid to Landlord by Tenant, as additional rent within thirty (30) days after delivery to Tenant of a bill for the exterminator service, which demand shall be accompanied by reasonable documentation of the costs for which reimbursement is being requested.

Section 35.04 Without limiting any of the other provisions of this Lease, Tenant shall not: (i) use or permit the use of the Demised Premises or any part thereof in any way which would violate the then existing certificate of occupancy for the Demised Premises or the Building, (ii) suffer or permit the Demised Premises or any part thereof to be used in any manner or anything to be done therein or anything to be brought into or kept therein which would in any way impair or interfere with any of the Building services, including the heating, cleaning or other servicing of the Building or the Demised Premises, or (iii) do or permit any act or thing to be done in or to the Demised Premises which is contrary to law, or which will invalidate public liability, fire or other policies of insurance at any time carried by or for the benefit of Landlord with respect to the Demised Premises or the Building, nor shall Tenant keep anything in the Demised Premises prohibited by the Fire Department, any Insurance Board or other authority having jurisdiction. Landlord shall not amend the Building's temporary or permanent certificate of occupancy in a manner that would prohibit Tenant's use of the Demised Premises for the Authorized Use.

Section 35.05 Tenant acknowledges that Landlord is executing this Lease in reliance upon the covenants contained in this Article 35, which are a material inducement to Landlord to execute this Lease.

ARTICLE 36

CANCELLATION OPTION

Section 36.01 For the purposes of this Article 36, the following definitions shall apply:

(i) The term "Cancellation Date" shall mean the last day of the calendar month in which the day immediately preceding the tenth (10th) anniversary of the Rent Commencement Date shall occur;

(ii) The term "Notification Date" shall mean the date which shall be fifteen (15) months preceding the Cancellation Date; and

(iii) The term "Cancellation Payment" shall mean the monetary amount determined in accordance with the provisions of Section 36.04 below.

Section 36.02 Subject to the provisions of Section 36.03 below, provided that Tenant shall not, as of the Notification Date, (i) be in default (after Tenant shall have theretofore been given notice of any such default) in the performance of any of Tenant's obligations under this Lease, or (ii) have exercised the Offer Space Option (as defined in Section 37.03 below), Tenant shall have a one-time right to cancel this Lease as of the Cancellation Date, which right to cancel shall be exercisable only by Tenant having given written notice thereof to Landlord on or before the Notification Date (time being strictly of the essence with respect to the giving of such notice), and only if Tenant, simultaneously with the giving of such notice, shall pay the Cancellation Payment to Landlord, by certified or bank check to the direct order of Landlord. Provided that Tenant shall have complied with all of the foregoing requirements of this Article 36, then, subject to the provisions of Section 36.03 below, the Lease Term shall terminate upon the Cancellation Date as if such date were the Expiration Date.

Section 36.03 Notwithstanding anything to the contrary contained in this Article 36, if, subsequent to the Notification Date but prior to the Cancellation Date, an Event of Default shall have occurred, then Landlord, in Landlord's sole and absolute discretion, may elect, by written notice to Tenant, to void Tenant's cancellation of this Lease, in which case such cancellation shall be of no force or effect, and the Lease Term shall end on the Expiration Date, unless sooner cancelled or terminated pursuant to the provisions of this Lease or by law.

Section 36.04 For the purposes of this Article 36, the "Cancellation Payment" shall mean (a) an amount equal to ten (10) monthly installments of the Fixed Rent and the Recurring Additional Rent prevailing on the Notification Date, plus (b) the unamortized portion of "Landlord's Lease Costs". The term "Landlord's Lease Costs" shall include: (i) the amount of Landlord's Share, (ii) all brokerage commissions paid by Landlord in connection with this Lease, (iii) the monetary value of the Fixed Rent during the period beginning on the Commencement Date and ending on the day which is the last day of the period that payment of Fixed Rent is excused pursuant to Section 3.01 above, (iv) all attorneys' fees and disbursements paid by Landlord in connection with this Lease transaction, and (v) interest on all of the foregoing items from the date of Landlord's expenditure therefor, at an annual rate of four (4%) percent. Following the first (1st) anniversary of the Commencement Date, and within thirty (30) days following Tenant's written request therefor, Landlord shall advise Tenant of the amounts that constitute Landlord's Lease Costs, and shall provide Tenant with reasonable supporting evidence of the same.

Section 36.05 The right of cancellation granted pursuant to this Article 36 shall be deemed a personal right limited to 1stdibs (as such term is defined in Article 34 above), and all references in this Article 36 to "Tenant" shall be deemed to refer only to 1stdibs.

ARTICLE 37

RIGHT OF FIRST OFFER

Section 37.01 As used herein:

"Available" means, as to any Offer Space (as hereinafter defined), that such space is or will become vacant and free of any present or future possessory right now or hereafter existing or created in favor of any Priority Occupant (as hereinafter defined).

"Offer Period" means the period commencing on the date on which Landlord has initially leased all of the Office Space in the Building to and including the date that is three (3) years prior to the then Expiration Date (taking into account any renewal option theretofore exercised).

"Offer Space" means any rentable space on the fourth (4th) floor of the Building.

"Priority Occupant" means (i) an existing occupant of space on the fourth (4th) floor of the Building (whether or not occupying the Offer Space) who shall then have an expansion right, right of first refusal, right of first offer or renewal right, with respect to the relevant Offer Space, which right was granted prior to the beginning of the Offer Period, and/or (ii) a then existing occupant of the Offer Space.

Section 37.02 Provided that (i) the Lease shall not have been terminated or cancelled, (ii) Tenant shall not be in breach or default of any of the obligations of Tenant under the Lease (after notice of such breach or default shall have been given to Tenant), and (iii) 1stdibs (including permitted Desk Sharing Entities) shall occupy entire Demised Premises (as then constituted), then the first time during the Offer Period that any Offer Space becomes, or Landlord reasonably anticipates that any Offer Space will become (but not later than the last day of the Offer Period), Available, Landlord, prior to leasing such space to any third party (other than a than a Priority Occupant), shall give to Tenant notice (an "Offer Notice"), specifying (w) the Offer Space that is Available or that Landlord so reasonably anticipates will become Available, (x) the Offer Space MVR (as hereinafter defined), (y) the date or estimated date that the Offer Space has or shall become Available, and (z) such other matters as Landlord may deem appropriate for such Offer Notice. Tenant acknowledges and agrees that Landlord has made no representation to Tenant as to whether or when any Offer Space will become Available, and that Landlord has no obligation to Tenant to cause any Offer Space to become Available.

Section 37.03 Provided that, on the date that Tenant exercises the Offer Space Option and on the Offer Space Inclusion Date, (i) the Lease shall not have been terminated or cancelled, (ii) Tenant shall not be in breach or default of any of the obligations of Tenant under the Lease (after notice of such breach or default shall have been given to Tenant), unless Tenant shall cure such breach or default prior to the Outside Exercise Date, and (iii) 1stdibs (including permitted Desk Sharing Entities) shall occupy the entire Demised Premises (as then constituted), Tenant shall have one time option (the "Offer Space Option"), exercisable by notice (an "Acceptance Notice") given to Landlord on or before the date (the "Outside Exercise Date") that is twenty (20) days after delivery of the Offer Notice to Tenant (with time being of the essence) to add all (but not less than all) of the relevant Offer Space to the Demised Premises. Landlord may, in the exercise of Landlord's sole and absolute discretion (but without waiving any default by Tenant under the Lease), elect to accept Tenant's exercise of the Offer Space Option notwithstanding Tenant's non-compliance with the conditions enumerated in clauses (ii) and (iii) of this Section 37.03. If, prior to Tenant's exercise of Tenant's Offer Space Option, a Priority Occupant exercises its right to lease the relevant Offer Space or Landlord elects to enter into a lease with a Priority Occupant that does not have an express right to lease such Offer Space, then Tenant's Offer Space Option (and Tenant's exercise thereof) shall be deemed null and void as to such Offer Space.

Section 37.04 If Tenant timely delivers the Acceptance Notice to Landlord, then, on the date on which Landlord delivers vacant possession of the relevant Offer Space to Tenant (the "Offer Space Inclusion Date"), such Offer Space shall become part of the Demised Premises, upon all of the terms and conditions set forth in the Lease (as modified by this Amendment), except (i) the Fixed Rent shall be the Offer Space MVR, (ii) the term of the Lease with respect to the Offer Space (but not any other portion of the Demised Premises) shall be as set forth in the Offer Notice (provided that in the event five (5) years or more shall remain in the Term of the Lease as of the Offer Space Inclusion Date, then, at Landlord's option, the term of the Lease with respect to the Offer Space shall be co-terminus with the term of the Lease with respect to the Demised Premises regardless of the term set forth in the Offer Notice);

(iii) Tenant's Tax Share with respect to the Offer Space shall be the percentage set forth in the Offer Notice (or if not set forth, shall be determined in accordance with Landlord's then current measurement standards for the Building), and the Base Tax Year with respect to the Offer Space shall be the base year for Tax escalations set forth in the Offer Notice; (iv) Tenant's Operating Share with respect to the Offer Space shall be the percentage set forth in the Offer Notice (or if not set forth, shall be determined in accordance with Landlord's then current measurement standards for the Building), and the Base Operating Year with respect to the Offer Space shall be the base year for Operating Expense escalations set forth in the Offer Notice; (v) Tenant's Rentable Square Feet with respect to the Offer Space shall be the Rentable Square Feet set forth in the Offer Notice; (vi) unless otherwise set forth in the Offer Notice, Landlord shall not be required to perform any work, pay any sums, or render any services to make the Building or the Offer Space ready for Tenant's use or occupancy, and Tenant shall accept the Offer Space in its "as is" condition on the Offer Space Inclusion Date; and (vii) as may be otherwise set forth in the Offer Notice.

Section 37.05 If Landlord shall be unable to deliver possession of the Offer Space to Tenant for any reason on or before the date on which Landlord anticipates that the Offer Space shall be Available as set forth in the Offer Notice, the Offer Space Inclusion Date shall be deferred to and shall be the date on which the Offer Space is available for Tenant's occupancy, vacant and free of tenants or other occupants, and Landlord shall have no liability to Tenant for failure to give possession on the intended Offer Space Inclusion Date. This Section 37.05 constitutes "an express provision to the contrary" within the meaning of Section 223-a of the New York Real Property Law and any other law of like import now or hereafter in effect.

Section 37.06 If Tenant fails timely to deliver an Acceptance Notice, then (i) Landlord may enter into one or more leases of (or other occupancy agreements relating to) the applicable Offer Space with any third parties on such terms and conditions as Landlord shall determine, (ii) the Offer Space Option shall be null and void and of no further force and effect as to such Offer Space, and Landlord shall have no further obligation to offer such Offer Space to Tenant, and (iii) Tenant shall, upon demand by Landlord, execute an instrument confirming that the Offer Space Option with respect to such Offer Space has been extinguished. Notwithstanding the foregoing, in the event that (a) Tenant fails timely to deliver such Acceptance Notice and (b) thereafter, either (x) Landlord fails to execute and deliver a lease or other occupancy agreements with respect to the Offer Space to which the applicable Offer Notice relates within twelve (12) months after the Outside Exercise Date applicable to such Offer Notice, or (y) the net effective rent (determined as described below) that Landlord desires to seek, or is accepting from another tenant or other occupant, for such Offer Space is less than ninety (90%) percent of the net effective Offer Space MVR, then Landlord shall again offer such Offer Space to Tenant pursuant to the provisions of this Article 37 before leasing the same to a third party that is not a Priority Occupant. For purposes of this Article 37, the term "net effective rent" shall mean the net present value of the aggregate of all the gross rent and additional rent of any nature payable under the lease described in the relevant Offer Notice or a third party lease (solely to the extent the same is allocable to the Offer Space and the term covered by the Acceptance Notice), as the case may be, discounted (using a discount rate equal to the Interest Rate and calculated on a monthly basis) from the date such payment would have been made under such lease following the Offer Space Inclusion Date or otherwise pursuant to the terms of such lease, after deducting therefrom the amount of all inducements (such as, by way of example only, the amount of all out-of-pocket work allowances, work letters, rent abatements or other incentives or concessions to be paid by Landlord as an inducement to enter into the applicable lease solely to the extent the same is allocable to the relevant Offer Space and the term covered by the Acceptance Notice), discounted (using a discount rate equal to the Interest Rate and calculated on a monthly basis) from the date that such inducements were to have been given under the proposed lease following the Offer Space Inclusion Date or otherwise pursuant to the terms of such lease.

Section 37.07 Promptly after the occurrence of the relevant Offer Space Inclusion Date, Landlord and Tenant shall confirm the occurrence thereof and the inclusion of the relevant Offer Space in the Demised Premises by executing an instrument reasonably satisfactory to Landlord and Tenant; provided, however, that (i) failure by Landlord or Tenant to execute such instrument shall not affect the inclusion of the relevant Offer Space in the Demised Premises in accordance with this Article 37, and (ii) the Fixed Rent shall be the Office Space MVR on the Offer Space Inclusion Date, determined as provided in Section 37.08 below, but in no event less than the Fixed Rent in effect on the Offer Space Inclusion Date, and with no change in the Base Tax Amount or the Base Operating Year.

Section 37.08

A. The term "Offer Space MVR" shall mean the annual fair market rental value of the Offer Space as of the Offer Space Inclusion Date, but in no event less, on a per square foot basis, than the Fixed Rent and all Recurring Additional Rent payable by Tenant with respect to the Demised Premises in the twelve-month period immediately prior to the Offer Space Inclusion Date.

B. The initial determination of Offer Space MVR shall be made by Landlord, and shall be as set forth in the Offer Notice. Notwithstanding that the Offer Space Inclusion Date shall not yet have occurred, such initial determination of Offer Space MVR shall be final and binding in fixing the Offer Space MVR, unless, within thirty (30) days after Landlord shall have given Offer Notice to Tenant, Landlord shall receive a notice from Tenant (the "Offer Space MVR Objection Notice"): (i) advising Landlord that Tenant disagrees with the initial determination of Offer Space MVR set forth in the Offer Space MVR Notice, and (ii) proposing a specific alternative Offer Space MVR, which shall have been determined in good faith by Tenant. If Landlord and Tenant shall fail to agree upon the Offer Space MVR within thirty (30) days after Landlord shall have received the Offer Space MVR Objection Notice, then Landlord and Tenant each shall give notice to the other setting forth the name and address of an arbitrator designated by the party giving such notice. If either party shall fail to give notice of such designation within ten (10) days, then the first arbitrator chosen shall make the determination alone. If two arbitrators shall have been designated, such two arbitrators shall, within thirty (30) days following the designation of the second arbitrator, make their determinations of Offer Space MVR in writing and give notice thereof to each

other and to Landlord and Tenant. Such two arbitrators shall have twenty (20) days after the receipt of notice of each other's determinations to confer with each other and to attempt to reach agreement as to the determination of Offer Space MVR. The arbitrators shall take into account in any such determination that the Base Tax Amount and the Base Operating Year shall be as set forth in this Lease (or in the Offer Notice, if different). If such two arbitrators shall concur as to the determination of the Offer Space MVR, such concurrence shall be final and binding upon Landlord and Tenant. If such two arbitrators shall fail to concur by the end of said twenty (20) day period, then such two arbitrators shall forthwith designate a third arbitrator. If the two arbitrators shall fail to agree upon the designation of such third arbitrator within ten (10) days, then either party may apply to the American Arbitration Association or any successor thereto having jurisdiction for the designation of such arbitrator. All arbitrators shall be real estate brokers or consultants who shall have had at least fifteen (15) years continuous experience in the business of appraising or managing real estate or acting as real estate agents or brokers in the Borough of Manhattan, City of New York. The third arbitrator shall conduct such hearings and investigations as he may deem appropriate and shall, within thirty (30) days after his designation, choose one of the determinations of the two arbitrators originally selected by the parties (and may not select any other amount), and that choice by the third arbitrator shall be binding upon Landlord and Tenant. Each party shall pay its own counsel fees and expenses, if any, in connection with any arbitration under this Article 37, including the expenses and fees of any arbitrator selected by it in accordance with the provisions of this Article, and the parties shall share equally all other expenses and fees of any such arbitration. The determination rendered in accordance with the provisions of this Section 37.08 shall be final and binding in fixing the Offer Space MVR. The arbitrators shall not have the power to add to, modify or change any of the provisions of this Lease.

Section 37.09 The Offer Space Option granted pursuant to this Article 37 shall be deemed a personal right limited to 1stdibs (as such term is defined in Article 34 above), and all references in this Article 37 to "Tenant" shall be deemed to refer only to 1stdibs.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease as of the day and year first above written.

JSM ASSOCIATES I LLC, Landlord

By: /s/ Edward J. Minskoff
Name: Edward J. Minskoff
Title: President

1STDIBS.COM, INC., Tenant

By: /s/ Richard Pham
Name: Richard Pham
Title: Chief Financial Officer

Tenant's Federal ID#

STATE OF New York)

) ss.:

COUNTY OF New York)

On the 3rd day of October in the year 2013, before me, the undersigned, a notary public in and for said state, personally appeared Richard Pham, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

/s/ Maribel Lopez

Notary Public

MARIBEL LOPEZ
NOTARY PUBLIC, State of New York
No. 01lO6049201
Qualified in New York County
Commission Expires Oct. 10, 2014

Exhibit 10.2

1STDIBS.COM, INC.
SIXTH AMENDED AND RESTATED REGISTRATION AGREEMENT

THIS SIXTH AMENDED AND RESTATED REGISTRATION AGREEMENT (this "Agreement") is made and entered into as of February 7, 2019, by and among 1stdibs.com, Inc., a Delaware corporation (the "Company"), the Persons listed on the Schedule of Investors attached hereto (collectively referred to herein as the "Investors" and individually as an "Investor"), David Rosenblatt ("DR") and the Persons listed on the Schedule of Other Stockholders attached hereto (DR and such Persons so listed collectively referred to herein as the "Other Stockholders" and individually as an "Other Stockholder"). The Company, the Investors and the Other Stockholders are sometimes collectively referred to herein as the "Parties" and individually as a "Party." Capitalized terms used herein and not otherwise defined herein have the meanings given to such terms in Section 11.

WHEREAS, certain of the Investors are party to that certain Series D Preferred Stock Purchase Agreement, dated on or about February 7, 2019 (the "Purchase Agreement"), pursuant to which such Investors purchased shares of Series D Preferred Convertible Stock of the Company, par value $0.01 per share (the "Series D Preferred");

WHEREAS, the parties hereto are among the parties to a Fifth Amended and Restated Registration Agreement, dated as of August 18, 2015 (the "Existing Registration Agreement"), by and among certain of the Parties; and

WHEREAS, the parties hereto wish to enter into this Agreement to amend and restate the Existing Registration Agreement as a condition to the obligation of the Investors named therein to consummate the transactions contemplated by the Purchase Agreement.

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

Section 1. Demand Registrations.

1A. Requests for Registration. Subject to the terms and conditions of this Agreement, at any time and from time to time following the earlier of (i) one hundred eighty (180) days after the effective date of the registration statement for the Company's initial public offering of its Common Stock under the Securities Act (an "Initial Public Offering") and (ii) the date five (5) years after the date hereof, the holders of a majority of the Investor Registrable Securities then outstanding may (i) request registration under the Securities Act of all or any portion of their Investor Registrable Securities on Form S-1 or any similar long-form registration ("Long-Form Registrations") in accordance with Section 1B or (ii) if available, request registration under the Securities Act of all or any portion of their Investor Registrable Securities on Form S-3 (including a Shelf Registration (as defined below)) or any similar short-form registration ("Short-Form Registrations") in accordance with Section 1C. All registrations requested pursuant to this Section 1A by the holders of Investor Registrable Securities are referred to herein as "Demand Registrations." Each request for a Demand Registration shall specify, if known, the approximate number of Investor Registrable Securities requested to be registered, the anticipated per share price range for such offering and the intended method of distribution. Within ten (10) days after receipt of any such request, the Company shall give written notice of such requested registration to all other holders of Registrable Securities and, subject to the terms of Section 1D, shall include in such registration (and in all related registrations and qualifications under state blue sky laws and in compliance with other registration requirements and in any related underwriting) all Registrable Securities with respect to which the Company has received written requests for inclusion therein within twenty (20) days after the receipt of the Company's notice.

1B. Long-Form Registrations. The holders of a majority of the Investor Registrable Securities then outstanding shall be entitled to demand two (2) Long-Form Registrations; provided that the aggregate offering value of the Investor Registrable Securities requested to be registered in any Long-Form Registration must be at least $25,000,000. The Company shall pay all Registration Expenses (as defined below) with respect to Long-Form Registrations. A registration shall not count against the total number of Long-Form Registrations provided for in this Section 1B until it has become effective and, unless the holders of Investor Registrable Securities are able to register and sell at least fifty percent (50%) of the Investor Registrable Securities requested to be included in such registration; provided that the Company shall pay all Registration Expenses in connection with any registration initiated as a Long-Form Registration whether or not it has become effective and whether or not such registration counts against the total number of Long-Form Registrations provided for in this Section 1B; provided, however, that the Company shall not be required to pay for any Registration Expenses of any Long-Form Registrations if (i) the registration request is subsequently withdrawn at the request of the holders of a majority of the Investor Registrable Securities to be registered for reasons other than a material adverse change in financial market conditions affecting the offering or any information relating to the Company or its Subsidiaries or (ii) the minimum offering conditions set forth in this Section 1B are no longer satisfied because of the number of holders of Registrable Securities who have withdrawn from the offering for reasons other than a material adverse change in financial market conditions affecting the offering or any information relating to the Company or its Subsidiaries, in each case unless the holders of a majority of the Investor Registrable Securities agree that such withdrawn registration request nonetheless counts against the total number of Long-Form Registrations provided for in this Section 1B in which case the Company shall pay all Registration Expenses; provided further, that, if the holders of a majority of the Investor Registrable Securities do not agree that such withdrawn registration request nonetheless counts against the total number of Long-Form Registrations provided for in this Section 1B, then all holders that have requested to have Registrable Securities included in such registration will pay all Registration Expenses incurred in connection therewith, pro rata based on the number of Registrable Securities accepted for inclusion (irrespective of whether subsequently withdrawn) in such registration. All Long-Form Registrations shall be underwritten registrations unless otherwise approved by the holders of a majority of the Registrable Securities requesting registration.

1C. Short-Form Registrations. In addition to the Long-Form Registrations provided pursuant to Section 1B, the holders of a majority of the Investor Registrable Securities then outstanding shall be entitled to an unlimited number of Short-Form Registrations in which the Company shall pay all Registration Expenses; provided that the (i) aggregate offering value of the Investor Registrable Securities requested to be registered in any Short-Form Registration must be at least $5,000,000 and (ii) the Company shall not be required to effect more than two (2) Demand Registrations in any twelve (12) month period. The Company shall pay all Registration Expenses in connection with any registration initiated as a Short-Form Registration whether or not it has become effective and whether or not such registration counts against the number of Short-Form Registrations in any twelve (12) month period provided for in this Section 1C; provided, however, that the Company shall not be required to pay for any Registration Expenses of any Short-Form Registrations if (i) the registration request is subsequently withdrawn at the request of the holders of a majority of the Investor Registrable Securities to be registered for reasons other than a material adverse change in financial market conditions affecting the offering or any information relating to the Company or its Subsidiaries or (ii) the minimum offering conditions set forth in this Section 1C are no longer satisfied because of the number of holders of Registrable Securities who have withdrawn for reasons other than a material adverse change in financial market conditions affecting the offering or any information relating to the Company or its Subsidiaries, in each case unless the holders of a majority of the Investor Registrable Securities agree that such withdrawn registration request nonetheless counts against the number

of Short-Form Registrations in any twelve (12) month period provided for in this Section 1C in which case the Company shall pay all Registration Expenses; provided further that, if a request for a Short-Form Registration is so withdrawn, such Demand Registration shall not count against the total number of Demand Registrations provided for in Section 1B, and the Company shall pay all Registration Expenses in connection with such registration; provided further, that, if the holders of a majority of the Investor Registrable Securities do not agree that such withdrawn registration request nonetheless counts against such number of Short-Form Registrations provided for in this Section 1C, then all holders that have requested to have Registrable Securities included in such registration will pay all Registration Expenses incurred in connection therewith, pro rata based on the number of Registrable Securities accepted for inclusion (irrespective of whether subsequently withdrawn) in such registration. Demand Registrations shall be Short-Form Registrations whenever the Company is permitted to use any applicable short form and if the managing underwriters (if any) agree to use a Short-Form Registration. After the Company has become subject to the reporting requirements of the Exchange Act, the Company shall use commercially reasonable efforts to make Short-Form Registrations available for the sale of Registrable Securities. If the holders of a majority of the Investor Registrable Securities initially requesting a Short-Form Registration request that such registration be filed pursuant to Rule 415 (a "Shelf Registration"), and if the Company is qualified to do so, then the Company shall use commercially reasonable efforts to cause the Shelf Registration to be declared effective under the Securities Act as soon as reasonably practicable after the filing thereof. If for any reason the Company ceases to be a WKSI or becomes ineligible to utilize Form S-3, then the Company shall prepare and file with the U.S. Securities and Exchange Commission (the "Commission") one or more registration statements on such form that is available for the sale of Registrable Securities. All Short-Form Registrations shall be underwritten registrations unless otherwise approved by the holders of a majority of the Registrable Securities requesting registration.

1D. Priority on Demand Registrations. The Company shall not include in any Demand Registration that is an underwritten offering any securities that are held by an employee of the Company or any of its Subsidiaries or any Person controlled by any such employee without the prior written consent of the managing underwriters and shall not include in any Demand Registration any securities which are not Registrable Securities without the prior written consent of the holders of a majority of the Investor Registrable Securities included in such registration. If a Demand Registration is an underwritten offering, and if the managing underwriters advise the Company in writing that in their opinion the number of Registrable Securities and, if permitted hereunder, other securities requested to be included in such offering exceeds the number of Registrable Securities and other securities, if any, which can be sold in an orderly manner in such offering within a price range acceptable to the holders of a majority of the Investor Registrable Securities initially requesting such Demand Registration, then the Company shall include in such registration only that number of securities which in the opinion of such underwriters can be sold in an orderly manner in such offering without adversely affecting the marketability of the offering within such price range, with priority for inclusion to be determined as follows: (i) first, the Investor Registrable Securities requested to be included in such registration, pro rata among the respective holders thereof on the basis of the number of Investor Registrable Securities owned by each such holder, (ii) second, the number of Other Registrable Securities requested to be included in such registration, which in the opinion of such underwriters can be sold in an orderly manner without such adverse effect, pro rata among the respective holders thereof on the basis of the number of Other Registrable Securities owned by each such holder, and (iii) third, any other securities requested to be included in such registration, the inclusion of which the holders of a majority of the Investor Registrable Securities to be included in such registration have consented to in writing, which in the opinion of such underwriters can be sold in an orderly manner without such adverse effect, pro rata among the respective holders thereof on the basis of the number of such securities owned by each such holder. For clarity, no Investor Registrable Securities shall be excluded unless all other securities are first entirely excluded.

1E. Restrictions on Demand Registrations. The Company shall not be obligated to effect any Demand Registration sixty (60) days prior to the Company's good faith estimate of the filing date of a registration statement on Form S-1 for its Initial Public Offering or within one hundred eighty (180) days after the effective date of the Company's Initial Public Offering, or within ninety (90) days after the effective date of a previous Long-Form Registration; provided that the Company is actively employing in good faith all commercially reasonable efforts to cause such registration statement to become effective. The Company may postpone for up to ninety (90) days the filing or the effectiveness of a registration statement for a Demand Registration if the Company's board of directors reasonably determines in its reasonable good faith judgment that such Demand Registration would reasonably be expected to have a material adverse effect on any proposal or plan by the Company or any of its Subsidiaries to engage in any material financing, sale, acquisition of assets or securities, or any material recapitalization, merger, consolidation, tender offer, reorganization or similar material transaction; provided that in such event, the holders of Investor Registrable Securities initially requesting such Demand Registration shall be entitled to withdraw such request; provided further that, if a request for a Long-Form Registration is so withdrawn, such Demand Registration shall not count against the total number of Long-Form Registrations provided for in Section 1B, and the Company shall pay all Registration Expenses in connection with such registration; provided, however, that the Company shall not exercise such right more than once in any consecutive twelve (12) month period; provided further that the Company shall not register any securities for the account of itself or any other stockholder during such ninety (90) day period.

1F. Selection of Underwriters. The Company shall have the right to select the investment banker(s) and manager(s) to administer the Company's Initial Public Offering; provided that such selection is approved by the Company's board of directors (including at least two of the Investor Directors). If any Demand Registration (other than the Company's Initial Public Offering) is an underwritten offering, then the Company shall have the right to select the investment banker(s) and manager(s) to administer such offering, subject to the approval of the holders of a majority of the Investor Registrable Securities initially requesting such Demand Registration, which shall not be unreasonably withheld, conditioned or delayed.

1G. Other Registration Rights. The Company represents and warrants that neither it nor any of its Subsidiaries is a party to, or otherwise bound by, any other agreement granting registration rights to any other Person with respect to any securities of the Company or any of its Subsidiaries. Except as provided to the holders of Registrable Securities in this Agreement, the Company shall not grant to any Persons the right to request the Company to register any equity securities of the Company, or any securities, options or rights convertible or exchangeable into or exercisable for such securities, without the prior written consent of the holders of a majority of the Investor Registrable Securities then outstanding; provided, that the Company may grant rights to participate in any Piggyback Registrations, which are subordinate in all respects to the rights of the Investor Registrable Securities, as provided in Section 2C and Section 2D and not otherwise inconsistent with the terms and conditions hereof.

Section 2. Piggyback Registrations.

2A. Right to Piggyback. Whenever the Company proposes to register any of its securities for sale for cash under the Securities Act (other than pursuant to a Demand Registration, a registration on Form S-4 or a registration on Form S-8 or any successor form) and the registration form to be used may be used for the registration of Registrable Securities (a "Piggyback Registration"), the Company shall give prompt written notice to all holders of Registrable Securities of its intention to effect such a registration and, subject to Section 2C and Section 2D, shall include in such registration (and in all related registrations or qualifications under blue sky laws and in compliance with other registration requirements and in any related underwriting) all Registrable Securities with respect to which the Company has received written requests for inclusion therein within twenty (20) days after the receipt of the Company's notice; provided that the Company shall not include in any Piggyback Registration that is an underwritten offering any securities

that are held by an employee of the Company or any of its Subsidiaries or any Person controlled by any such employee without the prior written consent of the managing underwriters, provided, further, the Company shall not be required to register any Registrable Securities pursuant to this Section 2A that are the subject of a then-effective registration statement. The Company shall not be required to include any of the Registrable Securities requested to be included in a Piggyback Registration unless the holders of such Registrable Securities accept the terms of the underwriting as agreed upon between the Company and its underwriters and then only in such quantity as the underwriters in their sole discretion determine will not adversely affect the marketability of the offering by the Company.

2B. Piggyback Expenses. The Registration Expenses of the holders of Registrable Securities shall be paid by the Company in all Piggyback Registrations, whether or not any such registration has become effective.

2C. Priority on Primary Piggyback Registrations. If a Piggyback Registration is an underwritten primary registration on behalf of the Company, and if the managing underwriters advise the Company in writing that in their opinion the number of securities requested to be included in such registration exceeds the number of securities which can be sold in an orderly manner in such offering without adversely affecting the marketability, proposed offering price, timing or method of distribution of the offering, then the Company shall include in such registration only that number of securities which in the opinion of the underwriters can be sold in an orderly manner in such offering without adversely and materially affecting the marketability of the offering at such price and with such timing or method of distribution, with priority for inclusion to be determined as follows: (i) first, the securities the Company proposes to sell, (ii) second, any Investor Registrable Securities requested to be included in such registration, which in the opinion of such underwriters can be sold in an orderly manner without such adverse effect, pro rata among the respective holders thereof on the basis of the number of Investor Registrable Securities owned by each such holder; provided, however, that in no event shall the amount of Investor Registrable Securities included in the offering be reduced below thirty percent (30%) of the total amount of securities included in such offering, unless such offering is the Initial Public Offering, in which case the Investor Registrable Securities may be excluded if the underwriters make the determination described above and no other stockholder's securities are included in such offering, (iii) third, any Other Registrable Securities requested to be included in such registration, which in the opinion of such underwriters can be sold in an orderly manner without such adverse effect, pro rata among the respective holders thereof on the basis of the number of Other Registrable Securities owned by each such holder, and (iii) fourth, any other securities requested to be included in such registration, which in the opinion of such underwriters can be sold in an orderly manner without such adverse effect, pro rata among the respective holders thereof on the basis of the number of such securities owned by each such holder.

2D. Priority on Secondary Piggyback Registrations. If a Piggyback Registration is an underwritten secondary registration on behalf of holders of the Company's securities other than holders of Registrable Securities (such securities in such registration, the "Other Piggyback Securities"), and if the managing underwriters advise the Company in writing that in their opinion the number of securities requested to be included in such registration exceeds the number of securities which can be sold in an orderly manner in such offering without adversely and materially affecting the marketability, proposed offering price, timing or method of distribution of the offering, then the Company shall include in such registration only that number of securities which in the opinion of the underwriters can be sold in an orderly manner in such offering without adversely and materially affecting the marketability of the offering at such price and with such timing or method of distribution, with the priority for inclusion to be determined as follows: (i) first, any Other Registrable Securities and any other securities requested to be included in such registration, which in the opinion of such underwriters can be sold in an orderly manner without such adverse effect, pro rata among the respective holders thereof on the basis of the number of such securities owned by each such holder, (ii) second, the Other Piggyback Securities requested to be included in such

registration, which in the opinion of such underwriters can be sold in an orderly manner without such adverse effect, pro rata among the respective holders thereof on the basis of the number of Other Piggyback Securities owned by each such holder, and (iii) third, the Investor Registrable Securities requested to be included in such registration, which in the opinion of such underwriters can be sold in an orderly manner without such adverse effect, pro rata among the respective holders thereof on the basis of the number of Registrable Securities owned by each such holder.

2E. Selection of Underwriters. If any Piggyback Registration is an underwritten offering, then the Company shall have the right to select the investment banker(s) and manager(s) to administer such offering, subject to the approval of the holders of a majority of the Investor Registrable Securities requested to be included in such Piggyback Registration, such approval not to be unreasonably withheld, conditioned or delayed.

Section 3. Holdback Agreements.

3A. No holder of Registrable Securities shall (i) offer, sell, contract to sell, pledge or otherwise dispose of (including sales pursuant to Rule 144), directly or indirectly, any equity securities of the Company, or any securities convertible into or exchangeable or exercisable for such securities (including equity securities of the Company that may be deemed to be owned beneficially by such holder in accordance with the rules and regulations of the Commission), in each case held by such Stockholder immediately prior to the effective date of the registration statement for the Company's Initial Public Offering (collectively, "Securities"), (ii) enter into a transaction which would have the same effect as described in clause (i) above, (iii) enter into any swap, hedge or other arrangement that transfers, in whole or in part, any of the economic consequences or ownership of any Securities, whether such transaction is to be settled by delivery of such Securities, in cash or otherwise (each of (i), (ii) and (iii) above, a "Sale Transaction"), or (iv) publicly disclose the intention to enter into any Sale Transaction, in any such case during the one hundred eighty (180) day period beginning on the effective date of the Company's Initial Public Offering (the "IPO Holdback Period"), except as part of such Initial Public Offering, unless the underwriters managing the Initial Public Offering otherwise agree in writing. For purposes of clarity, this Section 3A shall not be applicable to shares of Common Stock acquired in the Initial Public Offering or in the open market following the Initial Public Offering. If requested by the managing underwriters, then each holder of Registrable Securities agrees to execute customary lock-up agreements consistent with the applicable foregoing obligations with the managing underwriter(s) of an underwritten offering with a duration not to exceed the IPO Holdback Period; provided, however, that the foregoing shall be applicable to the holders of Registrable Securities only if all officers and directors of the Company and all stockholders individually owning one percent (1%) or more of the Company's outstanding Common Stock (after giving effect to conversion into Common Stock of all outstanding Preferred Stock) are subject to the same restrictions. Notwithstanding the foregoing, this Section 3A shall not be applicable to or otherwise be binding on the holders of Investor Registrable Securities unless the Company complies with its obligations under Section 3B in connection with any such offering. The Company may impose stop-transfer instructions with respect to the shares of its common stock (or other securities) subject to the foregoing restriction during any IPO Holdback Period. If any of the obligations described in this Section 3A (or similar lock-up agreements with the underwriters) are waived or terminated with respect to any of the securities of any such holder, officer, director or one-percent or greater stockholder (in any such case, the "Released Securities"), the foregoing provisions (or similar provisions in lock-up agreements with the underwriters) shall be waived or terminated, as applicable, to the same extent and with respect to the same percentage of securities of each Investor as the percentage of Released Securities represent with respect to the securities held by the applicable holder, officer, director or one-percent or greater stockholder.

3B. If the Company has previously filed a registration statement with respect to Registrable Securities pursuant to Section 1 or Section 2, and if such previous registration statement has not been withdrawn or abandoned, then the Company shall not cause to be declared effective any other registration statement of any of its equity securities or securities convertible or exchangeable into or exercisable for its equity securities under the Securities Act (except on Form S-4 or Form S-8 or any successor form), whether on its own behalf or at the request of any holder or holders of such securities, until the earlier to occur of (x) the date all of the securities covered by such previous registration statement have been disposed of in accordance with the intended methods of disposition by the sellers thereof as set forth in such registration statement and (y) a period of at least sixty (60) days has elapsed from the effective date of such previous registration statement.

Section 4. Registration Procedures. Whenever the holders of Registrable Securities have requested that any Registrable Securities be registered pursuant to this Agreement, the Company shall use commercially reasonable efforts to effect the registration and the sale of such Registrable Securities hereunder in accordance with the intended method of disposition thereof, and pursuant thereto the Company shall as expeditiously as reasonably possible:

4A. in accordance with the Securities Act and all applicable rules and regulations promulgated thereunder, prepare and file with the Commission a registration statement, and all amendments and supplements thereto and related prospectuses as may be necessary to comply with applicable securities laws, with respect to such Registrable Securities and use commercially reasonable efforts to cause such registration statement to become effective (provided that, before filing a registration statement or prospectus or any amendments or supplements thereto, the Company shall furnish to counsel selected by the holders of a majority of the Investor Registrable Securities covered by such registration statement copies of all such documents proposed to be filed, which documents shall be subject to the review and reasonable comment of such counsel);

4B. notify each holder of Registrable Securities of (i) the issuance by the Commission of any stop order suspending the effectiveness of any registration statement or the initiation of any proceedings for that purpose, (ii) the receipt by the Company or its counsel of any notification with respect to the suspension of the qualification of the Registrable Securities for sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose, and (iii) the effectiveness of each registration statement filed hereunder;

4C. prepare and file with the Commission such amendments and supplements to such registration statement and the prospectus used in connection therewith as may be necessary to keep such registration statement effective for a period of up to one hundred twenty (120) days or, if earlier, until all of the securities covered by such registration statement have been disposed of in accordance with the intended methods of disposition by the sellers thereof as set forth in such registration statement or, in the case of a Shelf Registration, if earlier, the date as of which all of the Investor Registrable Securities included in such registration are eligible to be sold without restriction pursuant to Rule 144 (including, without limitation, volume restrictions) and without the need for current public information required by Rule 144(c)(1) (or Rule 144(i)(2), if applicable), and comply with the provisions of the Securities Act with respect to the disposition of all securities covered by such registration statement during such period in accordance with the intended methods of disposition by the sellers thereof set forth in such registration statement;

4D. furnish to each seller of Registrable Securities thereunder such number of copies of such registration statement, each amendment and supplement thereto, the prospectus included in such registration statement (including each preliminary prospectus and any summary prospectus), each Free-Writing Prospectus and such other documents as such seller may reasonably request in order to facilitate the disposition of the Registrable Securities owned by such seller;

4E. use commercially reasonable efforts to register or qualify such Registrable Securities under such other securities or blue sky laws of such jurisdictions as any seller reasonably requests and do any and all other acts and things which may be reasonably necessary or advisable to enable such seller to consummate the disposition in such jurisdictions of the Registrable Securities owned by such seller (provided that the Company shall not be required to (i) qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify but for this Section 4E, (ii) subject itself to taxation in any such jurisdiction, or (iii) consent to general service of process in any such jurisdiction);

4F. promptly notify in writing each seller of such Registrable Securities (i) after it receives notice thereof, of the date and time when such registration statement and each post-effective amendment thereto has become effective or a prospectus or supplement to any prospectus relating to a registration statement has been filed and when any registration or qualification has become effective under a state securities or blue sky law or any exemption thereunder has been obtained, (ii) after receipt thereof, of any request by the Commission for the amendment or supplementing of such registration statement or prospectus or for additional information, and (iii) at any time when a prospectus relating thereto is required to be delivered under the Securities Act, of the happening of any event as a result of which the prospectus included in such registration statement contains an untrue statement of a material fact or omits any fact necessary to make the statements therein not misleading, and, at the request of any such seller, the Company as promptly as commercially practicable shall prepare, file with the Commission and furnish to each such seller a reasonable number of copies of a supplement or amendment to such prospectus so that, as thereafter delivered to the purchasers of such Registrable Securities, such prospectus shall not contain an untrue statement of a material fact or omit to state any fact necessary to make the statements therein not misleading;

4G. prepare and file as promptly as commercially practicable with the Commission, and notify such holders of Registrable Securities prior to the filing of, such amendments or supplements to such registration statement or prospectus as may be necessary to correct any statements or omissions if, at the time when a prospectus relating to such securities is required to be delivered under the Securities Act, any event has occurred as the result of which any such prospectus or any other prospectus as then in effect would include an untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading, and, if any such holders of Registrable Securities or any underwriter for any such holders is required to deliver a prospectus at a time when the prospectus then in circulation is not in compliance with the Securities Act or the rules and regulations promulgated thereunder, the Company shall prepare promptly upon request of any such holder or underwriter such amendments or supplements to such registration statement and prospectus as may be necessary in order for such prospectus to comply with the requirements of the Securities Act and such rules and regulations;

4H. use commercially reasonable efforts to cause all such Registrable Securities to be listed on each securities exchange on which similar securities issued by the Company are then listed;

4I. engage, or maintain the engagement of (if applicable), a transfer agent and registrar for all such Registrable Securities not later than the effective date of such registration statement;

4J. in the event of any underwritten public offering, enter into and perform its obligations under an underwriting agreement, in a form reasonably acceptable to the Company, with the underwriter(s) of such offering;

4K. make available for inspection by any seller of Registrable Securities, any underwriter participating in any disposition pursuant to such registration statement and any attorney, accountant or other agent retained by any such seller or underwriter (collectively, the "Inspectors"), during regular business hours upon reasonable notice, all pertinent financial and other records, pertinent corporate and business

documents and properties of the Company (collectively, the "Records"), as shall be reasonably deemed necessary by each Inspector, and cause the Company's officers, managers, directors, employees, agents, representatives and independent accountants to supply all information reasonably requested by each Inspector; provided, however, each Inspector shall agree in writing to hold in strict confidence and not to make any disclosure (except to such holder of Registrable Securities) or use of any Record or other information which the Company's board of directors determines in good faith to be confidential, and of which determination the Inspectors are so notified, unless (1) the disclosure of such Records is necessary to avoid or correct a misstatement or omission in any registration statement or is otherwise required under the Securities Act, (2) the release of such Records is ordered pursuant to a final, non-appealable subpoena or order from a court or government body of competent jurisdiction, or (3) the information in such Records has been made generally available to the public other than by disclosure in violation of this Agreement or the Recapitalization Agreement. Such holder of Registrable Securities agrees that it shall, upon learning that disclosure of such Records is sought in or by a court or governmental body of competent jurisdiction or through other means, give prompt notice to the Company and allow the Company to undertake appropriate action to prevent disclosure of, or to obtain a protective order for, the Records deemed confidential.

4L. take all reasonable actions to ensure that any Free-Writing Prospectus prepared by or on behalf of the Company in connection with any Demand Registration or Piggyback Registration hereunder complies in all material respects with the Securities Act, is filed in accordance with the Securities Act to the extent required thereby, is retained in accordance with the Securities Act to the extent required thereby and, when taken together with the related prospectus, will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

4M. otherwise use commercially reasonable efforts to comply with all applicable rules and regulations of the Commission and make available to its security holders, as soon as reasonably practicable, an earnings statement covering the period of at least twelve (12) months beginning with the first day of the Company's first full calendar quarter after the effective date of the registration statement, which earnings statement shall satisfy the provisions of Section 11(a) of the Securities Act and Rule 158;

4N. in the event of the issuance of any stop order suspending the effectiveness of a registration statement, or the issuance of any order suspending or preventing the use of any related prospectus or suspending the qualification of any equity securities included in such registration statement for sale in any jurisdiction, the Company shall use commercially reasonable efforts promptly to obtain the withdrawal of such order (except to the extent no Registrable Securities remain outstanding at such time);

4O. cooperate with each holder of Registrable Securities covered by the registration statement and the managing underwriters or agents, if any, to facilitate the timely preparation and delivery of certificates (not bearing any restrictive legends solely to the extent permitted by the Securities Act or other applicable securities laws, rules or regulations) representing securities to be sold under the registration statement and enable such securities to be in such denominations and registered in such names as the managing underwriters, or agents, if any, or such holder may request;

4P. cooperate with each holder of Registrable Securities covered by the registration statement and each underwriter or agent participating in the disposition of such Registrable Securities and their respective counsel in connection with any filings required to be made with FINRA;

4Q. if requested by the holders of a majority of the Investor Registrable Securities included in such registration or required by the underwriters managing such offering, a letter, from the Company's independent public accountants, in form and substance as is customarily given by independent certified public accountants to underwriters in an underwritten public offering, addressed to the underwriters and the holders of Registrable Securities; and

4R. if requested by the holders of a majority of the Investor Registrable Securities included in such registration or required by the underwriters managing such offering, provide a legal opinion of the Company's outside counsel, in form, scope and substance as is customarily given in an underwritten public offering, which opinion shall be addressed to the underwriters and the holders of Registrable Securities.

Section 5. Certain Obligations of Holders of Registrable Securities. Each holder of Registrable Securities that sells such securities pursuant to a registration under this Agreement agrees as follows:

5A. Such holder (if such holder is an employee or independent contractor of the Company or any of its affiliates) shall cooperate with the Company (as reasonably requested by the Company) in connection with the preparation of the registration statement, and, for so long as the Company is obligated to file and keep effective such registration statement, each holder of Registrable Securities that is participating in such registration shall provide to the Company, in writing, for use in the applicable registration statement, all such information regarding such holder and its plan of distribution of such securities as may be reasonably necessary to enable the Company to prepare the registration statement and prospectus covering such securities, to maintain the currency and effectiveness thereof and otherwise to comply with all applicable requirements of law in connection therewith.

5B. During such time as a holder of Registrable Securities may be engaged in a distribution of such securities, such holder shall distribute such securities under the registration statement solely in the manner described in the registration statement.

5C. Each Person that is participating in any registration under this Agreement, upon receipt of any notice from the Company of the happening of any event of the kind described in Section 4F, shall immediately discontinue the disposition of its securities of the Company pursuant to the registration statement until such Person's receipt of the copies of a supplemented or amended prospectus as contemplated by Section 4F. In the event the Company has given any such notice, the applicable time period set forth in Section 4C during which a registration statement is to remain effective shall be extended by the number of days during the period from and including the date of the giving of such notice pursuant to this Section 5C to and including the date when each seller of Registrable Securities covered by such registration statement shall have received the copies of the supplemented or amended prospectus contemplated by Section 4F.

5D. It shall be a condition precedent to the obligations of the Company to complete any registration pursuant to this Agreement with respect to the Registrable Securities of a particular holder of Registrable Securities that such holder of Registrable Securities shall furnish to the Company such information and customary documents that the Company may reasonably request to assure compliance with federal and applicable state securities laws.

5E. Each holder of Registrable Securities covenants and agrees that it will comply with the prospectus delivery requirements of the Securities Act as applicable to it in connection with sales of Registrable Securities pursuant to a registration statement

Section 6. Registration Expenses.

6A. All expenses incident to the Company's performance of or compliance with this Agreement, including all registration, qualification and filing fees, fees and expenses of compliance with securities or blue sky laws, filing expenses, printing expenses, messenger and delivery expenses, fees and disbursements of custodians and fees and disbursements of counsel for the Company and all independent certified public accountants, underwriters (excluding discounts and commissions) and other Persons retained by the Company (all such expenses being herein called "Registration Expenses"), shall be borne by the Company as provided in this Agreement, and the Company also shall pay all of its internal expenses (including all salaries and expenses of its officers and employees performing legal or accounting duties), the expense of any annual audit or quarterly review, the expense of any liability insurance and the expenses and fees for listing the securities to be registered on each securities exchange on which similar securities issued by the Company are then listed. Notwithstanding anything to the contrary contained herein, each seller of securities pursuant to a registration under this Agreement shall, severally, on a pro rata basis based upon the number of shares registered, bear and pay all underwriting discounts, sales commissions and stock transfer taxes applicable to the securities sold for such seller's account, and fees and disbursements of counsel for any holder of Investor Registrable Securities except as provided in Section 6B.

6B. In connection with each Demand Registration and Piggyback Registration, the Company shall reimburse the holders of Investor Registrable Securities included in such registration for the reasonable fees and disbursements of one counsel chosen by the holders of a majority of the Investor Registrable Securities requesting inclusion in such registration in an amount not to exceed $80,000 for any individual Demand Registration or Piggyback Registration hereunder, provided however that the aggregate reimbursable fees by the Company pursuant to this Section 6B shall not to exceed an aggregate of $200,000.

6C. To the extent any expenses relating to a registration hereunder are not required to be paid by the Company, each holder of securities included in any registration hereunder shall pay those expenses allocable to the registration of such holder's securities so included, and any expenses not so allocable shall be borne by all sellers of securities included in such registration in proportion to the aggregate selling price of the securities so registered.

Section 7. Indemnification.

7A. The Company agrees to indemnify and hold harmless, to the fullest extent permitted by law, each holder of Registrable Securities, its officers, directors, members, retired members, managers, partners, retired partners, limited partners, agents, investment advisers, affiliates and employees and each Person who controls such holder (within the meaning of the Securities Act or the Exchange Act) against all losses, claims, actions, damages, liabilities and expenses (including with respect to actions or proceedings, whether commenced or threatened, and including reasonable attorney fees and expenses) caused by, resulting from, arising out of, based upon or related to any of the following statements, omissions or violations by the Company: (i) any untrue or alleged untrue statement of material fact contained in (A) any registration statement, prospectus, preliminary prospectus or Free-Writing Prospectus, or any amendment thereof or supplement thereto or (B) any application or other document or communication executed by or on behalf of the Company or based upon written information furnished by or on behalf of the Company filed in any jurisdiction in order to qualify any securities covered by such registration under the securities laws thereof, (ii) any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, or (iii) any violation or alleged violation by the Company of the Securities Act or any other similar federal or state securities laws or any rule or regulation promulgated thereunder applicable to the Company and relating to action or inaction required of the Company in connection with any such registration, qualification or compliance, and to pay to each holder of Registrable Securities, its officers, directors, members, retired members, managers, partners, retired partners, limited partners, agents, investment advisers, affiliates and employees and each Person who controls such holder (within the meaning of the Securities Act or the Exchange Act), as incurred, any legal and any other expenses reasonably incurred in connection with investigating, preparing or defending any such claim, loss, damage, liability or action, except insofar as the same are caused by or contained in any

information furnished in writing to the Company or any managing underwriter by such holder expressly for use therein. In connection with an underwritten offering, the Company shall indemnify any underwriters or deemed underwriters, their officers and directors and each Person who controls such underwriters (within the meaning of the Securities Act or the Exchange Act) to the same extent as provided above with respect to the indemnification of the holders of Registrable Securities (or to such lesser extent that may be agreed to between the underwriters and the Company). Notwithstanding anything to the contrary contained herein, the indemnification agreement contained in this Section 7A: (i) shall not apply to a claim by any Person arising out of or based upon or which occurs in reliance upon and in conformity with information furnished in writing to the Company by such Person for such Person expressly for use in connection with the preparation of such registration statement or any such amendment thereof or supplement thereto and (ii) shall not be available to a particular holder of Registrable Securities to the extent such claim is based on a failure of such holder of Registrable Securities to deliver or to cause to be delivered the prospectus made available by the Company (to the extent applicable), including, without limitation, a corrected prospectus, if such prospectus or corrected prospectus was timely made available by the Company and then only if, and to the extent that, following the receipt of the corrected prospectus no grounds for such claim would have existed; and (iii) shall not apply to amounts paid in settlement of any claim if such settlement is effected without the prior written consent of the Company, which consent shall not be unreasonably withheld or delayed.

7B. In connection with any registration statement in which a holder of Registrable Securities is participating, each such holder shall furnish to the Company and the managing underwriter in writing such information and affidavits as the Company or the managing underwriter reasonably requests for use in connection with any such registration statement or prospectus and, to the extent permitted by law, shall indemnify the Company, its directors and officers, each Person who controls the Company (within the meaning of the Securities Act or the Exchange Act), legal counsel and accountants for the Company, any underwriter, any other holder (and its affiliates) selling securities in any such registration statement or prospectus, and any Person controlling any such underwriter or other holder, against any losses, claims, damages, liabilities and expenses resulting from any untrue or alleged untrue statement of material fact contained in the registration statement, prospectus or preliminary prospectus or any amendment thereof or supplement thereto or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, but only to the extent that such untrue statement or omission is contained in any information or affidavit so furnished in writing by such holder expressly for use therein; provided that, in the event that a court of competent jurisdiction decides against any such allegations of untrue statements or omissions of a material fact, such holders shall be reimbursed for any amounts previously paid hereunder with respect to such allegations; provided further that the obligation to indemnify shall be individual, not joint and several, for each holder and shall not exceed in the aggregate, when combined with all other amounts contributed under Section 7D, the net amount of proceeds received by such holder from the sale of Registrable Securities pursuant to such registration statement.

7C. Any Person entitled to indemnification hereunder shall (i) give prompt written notice to the indemnifying party of any claim with respect to which it seeks indemnification (provided that the failure to give prompt notice shall impair any Person's right to indemnification hereunder to the extent, and only to the extent, such failure has prejudiced the indemnifying party) and (ii) unless in such indemnified party's reasonable judgment a conflict of interest between such indemnified and indemnifying parties may exist with respect to such claim, permit such indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to the indemnified party. If such defense is assumed, the indemnifying party shall not be subject to any liability for any settlement made by the indemnified party without the indemnifying party's consent (but such consent shall not be unreasonably withheld, conditioned or delayed). An indemnifying party who is not entitled to, or elects not to, assume the defense of a claim shall not be obligated to pay the fees and expenses of more than one counsel for all parties indemnified by such indemnifying party with respect to such claim, unless in the reasonable judgment of any indemnified party

a conflict of interest may exist between such indemnified party and any other of such indemnified parties with respect to such claim. In such instance, the conflicting indemnified parties shall have a right to retain one separate counsel, chosen by the holders of a majority of the Registrable Securities included in the registration by such conflicting indemnified parties, at the expense of the indemnifying party. No indemnifying party, in the defense of such claim or litigation, shall, except with the consent of each indemnified party, consent to the entry of any judgment or enter into any settlement which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of a release from all liability in respect to such claim or litigation.

7D. Each Party agrees that, if for any reason the indemnification provisions contemplated by Section 7A or Section 7B are unavailable to or insufficient to hold harmless an indemnified party in respect of or is otherwise unenforceable with respect to any losses, claims, damages, liabilities or expenses (or actions in respect thereof) referred to therein, then each indemnifying party shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages, liabilities or expenses (or actions in respect thereof) in such proportion as is appropriate to reflect the relative fault of the indemnifying party and the indemnified party as well as any other relevant equitable considerations. The relative fault of such indemnifying party and indemnified party shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact relates to information supplied by such indemnifying party or indemnified party, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The Parties agree that it would not be just and equitable if contribution pursuant to this Section 7D were determined by pro rata allocation (even if the holders or any underwriters or all of them were treated as one entity for such purpose) or by any other method of allocation which does not take account of the equitable considerations referred to in this Section 7D. The amount paid or payable by an indemnified party as a result of the losses, claims, damages, liabilities or expenses (or actions in respect thereof) referred to above shall be deemed to include any legal or other fees or expenses reasonably incurred by such indemnified party in connection with investigating or, except as provided in Section 7C, defending any such action or claim. No Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation. The obligations of a holder of Registrable Securities in this Section 7D to contribute shall be several in proportion to the amount of securities registered by such holder and not joint and shall not exceed, for each such holder, when combined with any amounts paid under Section 7B, an amount equal to the net proceeds actually received by such holder from the sale of Registrable Securities effected pursuant to such registration.

7E. The indemnification and contribution provided for under this Agreement shall be in addition to any other rights to indemnification and contribution that any indemnified party may have pursuant to law or contract and shall remain in full force and effect regardless of any investigation made by or on behalf of the indemnified party or any officer, director or controlling Person of such indemnified party and shall survive the transfer of securities. The Company and each holder of Registrable Securities also agrees to make such provisions, as are reasonably requested by any indemnified party, for contribution to such indemnified party in the event such Person's indemnification is unavailable for any reason.

7F. No indemnifying party shall, except with the consent of the indemnified party, consent to the entry of any judgment or enter into any settlement that does not include as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party a release from all liability in respect to such claim or litigation.

Section 8. Participation in Underwritten Registrations. No Person may participate in any registration hereunder which is underwritten unless such Person (i) agrees to sell such Person's securities on the basis provided in any underwriting arrangements approved by the Person or Persons entitled hereunder to approve such arrangements (including pursuant to any over-allotment or "green shoe" option requested by the underwriters, provided that no holder of Registrable Securities shall be required to sell more than the number of Registrable Securities such holder has requested to include) and (ii) completes and executes all questionnaires, powers of attorney, indemnities, underwriting agreements and other documents required under the terms of such underwriting arrangements; provided that no holder of Registrable Securities included in any underwritten registration shall be required to make any representations or warranties to the Company or the underwriters (other than representations and warranties regarding such holder, such holder's title to the securities and such holder's intended method of distribution) or to undertake any indemnification obligations to the Company or the underwriters with respect thereto, except as otherwise specifically provided in Section 7, or to agree to any lock-up or holdback restrictions, except as otherwise specifically provided in Section 3A.

Section 9. Other Agreements. At all times after the Company has filed a registration statement with the Commission pursuant to the requirements of either the Securities Act or the Exchange Act, the Company shall use commercially reasonable efforts to file all reports required to be filed by it under the Securities Act and the Exchange Act and the rules and regulations adopted by the Commission thereunder and shall take such further action as the Investors may reasonably request, all to the extent required to enable such Persons to sell securities pursuant to (i) Rule 144 or any similar rule or regulation hereafter adopted by the Commission or (ii) a registration statement on Form S-3 or any similar registration form hereafter adopted by the Commission. Upon reasonable request, the Company shall deliver to the Investors a written statement as to whether it has complied with such requirements. The Company shall at all times after it has consummated an Initial Public Offering use commercially reasonable efforts to cause the securities so registered to be listed on one or more of the New York Stock Exchange, the NYSE Amex, the NASDAQ Global Market, the NASDAQ Global Select Market and/or the NASDAQ Capital Market.

Section 10. Subsidiary Public Offering. If, after an Initial Public Offering of the capital stock or other equity securities of one of its subsidiaries, the Company distributes securities of such subsidiary to its equity holders, then the rights of holders hereunder and the obligations of the Company pursuant to this Agreement shall apply, *mutatis mutandis*, to such subsidiary, and the Company shall cause such subsidiary to comply with such subsidiary's obligations under this Agreement.

Section 11. Definitions.

"Common Stock" means the Company's common stock, par value $0.01 per share.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated from time-to-time thereunder.

"FINRA" means the Financial Industry Regulatory Authority.

"Free-Writing Prospectus" means a free-writing prospectus, as defined in Rule 405.

"Investor Directors" has the meaning set forth in the Stockholders Agreement.

"Investor Registrable Securities" means (i) the Common Stock issuable or issued upon the conversion of any shares of Preferred Stock, (ii) any other securities issuable or issued directly or indirectly with respect to the securities described in clause (i) of this definition by way of a stock dividend, stock distribution or stock split or in connection with an exchange or a combination of shares, recapitalization, reclassification, merger, consolidation or other reorganization, and (iii) any other securities of the Company held at any time by Persons holding securities described in clause (i) or (ii) of this definition. As to any particular Investor Registrable Securities, such securities shall cease to be Investor Registrable Securities

when (x) they have been distributed to the public pursuant to an offering registered under the Securities Act or sold to the public through a broker, dealer or market maker in compliance with Rule 144 (or any similar rule then in force) or repurchased by the Company or any Subsidiary or (y) following the Initial Public Offering, such Investor Registrable Securities are eligible to be sold without restriction pursuant to Rule 144 (including, without limitation, volume restrictions) and without the need for current public information required by Rule 144(c)(1) (or Rule 144(i)(2), if applicable). For purposes of this Agreement, a Person shall be deemed to be a holder of Investor Registrable Securities and such Investor Registrable Securities shall be deemed to be in existence whenever such Person has the right to acquire, directly or indirectly, such Investor Registrable Securities (upon conversion or exercise in connection with a transfer of securities or otherwise, but disregarding any restrictions or limitations upon the exercise of such right), whether or not such acquisition has actually been effected, and such Person shall be entitled to exercise the rights of a holder of Investor Registrable Securities hereunder.

"Other Registrable Securities" means (i) the Common Stock held by any Other Stockholder and (ii) any other Common Stock issuable or issued directly or indirectly with respect to the securities described in clause (i) of this definition by way of a stock dividend, stock distribution or stock split or in connection with an exchange or a combination of shares, recapitalization, reclassification, merger, consolidation or other reorganization. As to any particular Other Registrable Securities, such securities shall cease to be Other Registrable Securities when (x) they have been distributed to the public pursuant to an offering registered under the Securities Act or sold to the public through a broker, dealer or market maker in compliance with Rule 144 (or any similar rule then in force) or repurchased by the Company or any Subsidiary or (y) following the Initial Public Offering, such Other Registrable Securities are eligible to be sold without restriction pursuant to Rule 144 (including, without limitation, volume restrictions) and without the need for current public information required by Rule 144(c)(1) (or Rule 144(i)(2), if applicable). As to any particular Other Registrable Securities held by any Other Stockholder, such securities shall also cease to be Other Registrable Securities when they have been distributed by such Other Stockholder following the consummation of the Company's Initial Public Offering to any of its direct or indirect partners or members or their affiliates or any other transfer where registration rights are not transferred hereunder.

"Person" means an individual, a partnership, a corporation, limited partnership, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization and a governmental entity or any department, agency or political subdivision thereof.

"Preferred Stock" means the Series A Preferred, the Series B Preferred, the Series C Preferred, the Series C-1 Preferred and the Series D Preferred, taken together.

"Recapitalization Agreement" means the Stock Purchase and Recapitalization Agreement by and among the Company, the Purchasers named therein, Michael J. Bruno and Laurence Forcione, dated September 2, 2011.

"Registrable Securities" means, collectively, Investor Registrable Securities and Other Registrable Securities.

"Rule 144", "Rule 158", "Rule 405" and "Rule 415" mean, in each case, such rule promulgated under the Securities Act (or any successor provision) by the Commission, as the same shall be amended from time to time, or any successor rule then in force.

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations promulgated from time-to-time thereunder.

"Series A Preferred" means the Company's Series A Convertible Preferred Stock, par value $0.01 per share.

"Series B Preferred" means the Company's Series B Convertible Preferred Stock, par value $0.01 per share.

"Series C Preferred" means the Company's Series C Convertible Preferred Stock, par value $0.01 per share.

"Series C-1 Preferred" means the Company's Series C-1 Convertible Preferred Stock, par value $0.01 per share.

"Series D Preferred" means the Company's Series D Convertible Preferred Stock, par value $0.01 per share.

"Stockholders Agreement" means that Sixth Amended and Restated Stockholders Agreement, dated as of the date hereof, by and among the Parties and the other parties named therein.

"Subsidiaries" has the meaning set forth in the Stockholders Agreement.

"T. Rowe Price" means T. Rowe Price Associates, Inc. and any successor or affiliated investment advisor to the T. Rowe Price Investors.

"T. Rowe Price Investors" means those Investors that are advisory clients of T. Rowe Price.

"WKSI" means a well-known seasoned issuer, as defined under Rule 405.

Section 12. Miscellaneous.

12A. No Inconsistent Agreements. The Company shall not hereafter enter into any agreement with respect to its securities which is inconsistent with or violates the rights granted to the holders of Registrable Securities in this Agreement.

12B. Remedies. Any Person having rights under any provision of this Agreement shall be entitled to enforce such rights specifically (without posting a bond or other security), to recover damages caused by reason of any breach of any provision of this Agreement and to exercise all other rights granted by law. The Parties agree and acknowledge that money damages would not be an adequate remedy for any breach of the provisions of this Agreement and that, in addition to any other rights and remedies existing in its favor, any Party shall be entitled to specific performance and/or other injunctive relief from any court of law or equity of competent jurisdiction (without posting any bond or other security) in order to enforce or prevent violation of the provisions of this Agreement.

12C. Amendments and Waivers. This Agreement may be amended, or any provision of this Agreement may be waived, only upon the prior written consent of the Company and the holders of a majority of the Investor Registrable Securities; provided that to the extent any such amendment or waiver materially and adversely affects the specific rights of the holders of Other Registrable Securities in a manner materially and adversely different than the holders of Investor Registrable Securities, such amendment or waiver shall not be binding on the holders of Other Registrable Securities without the prior written consent of the holders of a majority of the Other Registrable Securities (including DR) (but with it being understood that the addition of other Persons as parties hereto, including in the capacity as Other Stockholders, in no event shall require the consent of any holders of Other Registrable Securities); provided further that Section

3 may not be amended or waived, in whole or in part, in a manner adverse to the T. Rowe Price Investors without the express written consent of the T. Rowe Price Investors holding a majority of the Investor Registrable Securities held thereby. No course of dealing between or among the Parties (including the failure of any party to enforce any of the provisions of this Agreement) shall be deemed effective to modify, amend, waive or discharge any part of this Agreement or any rights or obligations of any Party under or by reason of this Agreement, and the failure of any Party to enforce any of the provisions of this Agreement shall in no way be construed as a waiver of such provisions and shall not affect the right of such Party thereafter to enforce each and every provision of this Agreement in accordance with its terms. The waiver by any Party hereto of a breach of any provision of this Agreement shall be in writing and shall not operate or be construed as a waiver of any preceding or succeeding breach.

12D. Successors and Assigns. This Agreement and all of the covenants and agreements contained herein and rights, interests or obligations hereunder, by or on behalf of any of the Parties hereto, shall bind and inure to the benefit of the respective successors and assigns of the Parties hereto whether so expressed or not, except that neither this Agreement nor any of the covenants and agreements herein or rights, interests or obligations hereunder may be assigned or delegated by the Company, without the prior written consent of the holders of a majority of the Investor Registrable Securities. Without limiting the foregoing, whether or not any express assignment has been made, the provisions of this Agreement which are for the benefit of purchasers or holders of Investor Registrable Securities or Other Registrable Securities are also for the benefit of, and enforceable by, any subsequent holder of Investor Registrable Securities or Other Registrable Securities if: (i) such successor or subsequent holder of Registrable Securities agrees in writing with such transferee or assignee (as the case may be) to assign all or any portion of such rights, and a copy of such agreement is furnished to the Company within a reasonable time after such transfer or assignment (as the case may be); (ii) the Company is, within a reasonable time after such transfer or assignment (as the case may be), furnished with written notice of (a) the name and address of such transferee or assignee (as the case may be), and (b) the securities with respect to which such registration rights are being transferred or assigned (as the case may be); (iii) immediately following such transfer or assignment (as the case may be) the further disposition of such securities by such transferee or assignee (as the case may be) is restricted under the Securities Act or applicable state securities laws if so required; (iv) at or before the time the Company receives the written notice contemplated by clause (ii) of this sentence such transferee or assignee (as the case may be) agrees in writing with the Company to be bound by all of the provisions contained herein; (v) such transfer or assignment (as the case may be) shall have been made in accordance with the applicable requirements of the Recapitalization Agreement; and (vi) such transfer or assignment (as the case may be) shall have been conducted in accordance with all applicable federal and state securities laws.

12E. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement or the application of any such provision to any Person or circumstance shall be held to be prohibited by or illegal or unenforceable under applicable law in any respect by a court of competent jurisdiction, such provision shall be ineffective only in such jurisdiction and only to the extent of such prohibition or illegality or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Agreement in such jurisdiction or any provisions of this Agreement in any other jurisdiction.

12F. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

12G. Descriptive Headings; Interpretation. The headings and captions used in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. The use of the word "including" herein shall mean "including without limitation." Any reference to the masculine, feminine or neuter gender shall be deemed to include any gender or all three as appropriate.

12H. Entire Agreement. This Agreement contains the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral, relating to such subject matter in any way.

12I. Governing Law. Subject to Section 12N, all issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement and the schedules hereto shall be governed by, and construed in accordance with, the laws of the State of New York without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York, except that the General Corporation Law of the State of Delaware shall control as to matters within the scope thereof.

12J. Notices. All notices, demands or other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given only (i) when delivered personally to the recipient, (ii) one (1) business day after being sent to the recipient by reputable overnight courier service (charges prepaid) provided that confirmation of delivery is received, (iii) upon machine-generated acknowledgment of receipt after transmittal by facsimile (provided that a confirmation copy is sent via reputable overnight courier service for delivery within two (2) business days thereafter), or (iv) five (5) business days after being mailed to the recipient by certified or registered mail (return receipt requested and postage prepaid). Such notices, demands and other communications shall be sent to the Investors at the addresses set forth on the Schedule of Investors and to the Other Stockholders at the addresses set forth on the Schedule of Other Stockholders and to the Company at the address indicated below or to such other address or to the attention of such other Person as the recipient party has specified by prior written notice to the sending party.

Notices to the Company:

1stdibs.com, Inc.
51 Astor Place
New York, New York 10003
Attention: Chief Executive Officer
Telephone:

with a copy to:

Pillsbury Winthrop Shaw Pittman LLP
1540 Broadway
New York, NY 10036
Telephone: (212) 858-1143
Telecopy: (212) 298-9931
Attention: Ronald A. Fleming, Jr.

12K. Rights Cumulative. The rights and remedies of each of the Parties under this Agreement shall be cumulative and not exclusive of any rights or remedies which a Party would otherwise have hereunder, at law or in equity or by statute, and no failure or delay by any Party in exercising any right or remedy shall not impair any such right or remedy or operate as a waiver of such right or remedy, and neither shall any single or partial exercise of any power or right preclude a Party's other or further exercise thereof or the exercise of any other power or right.

12L. No Strict Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

12M. WAIVER OF JURY TRIAL. EACH PARTY HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, THE OTHER TRANSACTION AGREEMENTS, THE SECURITIES OR THE SUBJECT MATTER HEREOF OR THEREOF. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS (INCLUDING NEGLIGENCE), BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THIS SECTION HAS BEEN FULLY DISCUSSED BY EACH OF THE PARTIES HERETO AND THESE PROVISIONS WILL NOT BE SUBJECT TO ANY EXCEPTIONS. EACH PARTY HERETO HEREBY FURTHER WARRANTS AND REPRESENTS THAT SUCH PARTY HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT SUCH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

12N. Arbitration. Any unresolved controversy or claim arising out of or relating to this Agreement, except as (i) otherwise provided in this Agreement, or (ii) any such controversies or claims arising out of either party's intellectual property rights for which a provisional remedy or equitable relief is sought, shall be submitted to arbitration by one arbitrator mutually agreed upon by the parties, and if no agreement can be reached within thirty (30) days after names of potential arbitrators have been proposed by the American Arbitration Association (the "AAA"), then by one arbitrator having reasonable experience in corporate finance transactions of the type provided for in this Agreement and who is chosen by the AAA. The arbitration shall take place in the State of New York, County of New York, in accordance with the AAA rules then in effect, and judgment upon any award rendered in such arbitration will be binding and may be entered in any court having jurisdiction thereof. There shall be limited discovery prior to the arbitration hearing as follows: (a) exchange of witness lists and copies of documentary evidence and documents relating to or arising out of the issues to be arbitrated, (b) depositions of all party witnesses and (c) such other depositions as may be allowed by the arbitrators upon a showing of good cause. Depositions shall be conducted in accordance with Section 12I hereof, the arbitrator shall be required to provide in writing to the parties the basis for the award or order of such arbitrator, and a court reporter shall record all hearings, with such record constituting the official transcript of such proceedings. The prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

12O. Additional Investors. Notwithstanding anything to the contrary contained herein, if the Company issues additional shares of the Company's Series D Preferred Stock after the date hereof, any purchaser of such shares of Series D Preferred Stock may become a party to this Agreement by executing and delivering an additional counterpart signature page to this Agreement, and thereafter shall be deemed an "Investor" for all purposes hereunder. No action or consent by the Investors shall be required for such joinder to this Agreement by such additional Investor, so long as such additional Investor has agreed in writing to be bound by all of the obligations as an "Investor" hereunder.

* * * * *

IN WITNESS WHEREOF, the Parties have executed or caused to be executed on their behalf this Sixth Amended and Restated Registration Agreement as of the date first written above.

COMPANY:
1STDIBS.COM, INC.

By: /s/ David Rosenblatt
Name: David Rosenblatt
Its: Chief Executive Officer

DR

By: /s/ David Rosenblatt
David Rosenblatt

2012 David Rosenblatt Family Trust dtd 11/30/2012

/s/ David Rosenblatt
By: David Rosenblatt
Its: Trustee

/s/ David Peltz
By: David Peltz
Its: Trustee

[*Signature Page to the Sixth Amended and Restated Registration Agreement*]

INVESTORS:

ALIBABA INVESTMENT LIMITED

By: /s/ Peter Stern
Name: Peter Stern
Its: Authorized Signatory

INVESTORS:

SOFINA PARTNERS S.A.

By: /s/ Stéphanie Delperdange
Name: Stéphanie Delperdange
Title: Director

By: /s/ Xavier Coirbay
Name: Xavier Coirbay
Title: Managing Director

Address: Att: Stéphanie Delperdange
8a Boulevard Joseph II
L-1840 Luxembourg

INVESTORS:

BENCHMARK CAPITAL PARTNERS VII, L.P.
as nominee for
Benchmark Capital Partners VII, L.P.,
Benchmark Founders' Fund VII, L.P.,
Benchmark Founders' Fund VII-B, L.P.

By: Benchmark Capital Management Co. VII, L.L.C., its general partner

By: /s/ Steven M. Spurlock
Steven M. Spurlock, Managing Member

Address: 2965 Woodside Road
Woodside, CA 94062

BENCHMARK CAPITAL PARTNERS V, L.P.
as nominee for
Benchmark Capital Partners V, L.P.,
Benchmark Founders' Fund V, L.P.,
Benchmark Founders' Fund V-A, L.P.
Benchmark Founders' Fund V-B, L.P.
and related individuals

By: Benchmark Capital Management Co. V, L.L.C., its general partner

By: /s/ Steven M. Spurlock
Steven M. Spurlock, Managing Member

Address: 2965 Woodside Road
Woodside, CA 94062

INVESTORS:

SPARK CAPITAL III, L.P.
SPARK CAPITAL FOUNDERS' FUND III, L.P.

By: Spark Management Partners III, LLC
its General Partner

By: /s/ Todd Dagres
Its: Managing Member

Address: 137 Newbury Street
8th Floor
Boston, MA 02116

SPARK CAPITAL GROWTH FUND, L.P.
SPARK CAPITAL GROWTH
FOUNDERS' FUND, L.P.

By: Spark Growth Management Partners, LLC
its General Partner

By: /s/ Todd Dagres
Its: Managing Member

Address: 137 Newbury Street
8th Floor
Boston, MA 02116

INVESTORS:

INDEX VENTURES GROWTH II (JERSEY), L.P

By: its Managing General Partner:
Index Venture Growth Associates II Limited

By: /s/ N.T. Greenwood
Name: N.T. Greenwood
Its: Director

Address: 44 Esplanade, 5th Floor
St. Helier, Jersey JE4 9WG
Channel Islands, UK

INDEX VENTURES GROWTH II PARALLEL ENTREPRENEUR FUND (JERSEY), L.P

By: its Managing General Partner:
Index Venture Growth Associates II Limited

By: /s/ N.T. Greenwood
Name: N.T. Greenwood
Its: Director

Address: 44 Esplanade, 5th Floor
St. Helier, Jersey JE4 9WG
Channel Islands, UK

YUCCA (JERSEY) SLP

By: Intertrust Employee Benefit Services Limited as Authorised Signatory of Yucca (Jersey) SLP in its capacity as administrator of the Index Co-Investment Scheme

By: /s/ Sarah Earles and Nick McHardy
Name: Intertrust Employee Benefit Services Limited
Its: Authorised Signatory

Address: 44 Esplanade, 4th Floor
St. Helier, Jersey JE4 9WG
Channel Islands, UK

INVESTORS:

T. Rowe Price New Horizons Fund, Inc.
T. Rowe Price New Horizons Trust
T. Rowe Price U.S. Equities Trust MassMutual Select Funds - MassMutual Select T. Rowe Price Small and Mid Cap Blend Fund
Each account, severally not jointly

By: T. Rowe Price Associates, Inc., Investment Adviser or Subadviser, as applicable

By: /s/ J. David Wagner
Name: J. David Wagner
Title: Vice President

Address:
T. Rowe Price Associates, Inc.
100 East Pratt Street
Baltimore, MD 21202
Attn: Andrew Baek, Vice President
Phone:
Email:

T. Rowe Price Small-Cap Stock Fund, Inc.
T. Rowe Price Institutional Small-Cap Stock Fund
T. Rowe Price Personal Strategy Income Fund
T. Rowe Price Personal Strategy Balanced Fund
T. Rowe Price Personal Strategy Growth Fund
T. Rowe Price Personal Strategy Balanced Portfolio
U.S. Small-Cap Stock Trust
VALIC Company I - Small Cap Fund
TD Mutual Funds - TD U.S. Small-Cap Equity Fund
T. Rowe Price U.S. Small-Cap Core Equity Trust
Minnesota Life Insurance Company
Costco 401(k) Retirement Plan MassMutual Select Funds - MassMutual Select T. Rowe Price Small and Mid Cap Blend Fund
Each account, severally not jointly

By: T. Rowe Price Associates, Inc., Investment Adviser or Subadviser, as applicable

By: /s/ J. David Wagner
Name: J. David Wagner
Title: Vice President

Address:
T. Rowe Price Associates, Inc.
100 East Pratt Street
Baltimore, MD 21202
Attn: Andrew Baek, Vice President
Phone:
Email:

INVESTORS:

FOXHAVEN MASTER FUND, LP

By: Foxhaven Asset Management, LP, its Investment Manager

By: Piedmont P&L, LLC, its general partner

By: /s/ Nicholas Lawler
Name: Nicholas Lawler
Title: Managing Member

FOXWAY, LP

By: Foxhaven Asset Management, LP, its Investment Manager

By: Piedmont P&L, LLC, its general partner

By: /s/ Nicholas Lawler
Name: Nicholas Lawler
Title: Managing Member

FOXLANE, LP

By: Foxhaven Asset Management, LP, its Investment Manager

By: Piedmont P&L, LLC, its general partner

By: /s/ Nicholas Lawler
Name: Nicholas Lawler
Title: Managing Member

INVESTORS:

ALLEN & COMPANY, LLC

By: /s/ Peter DiIorio
Name: Peter DiIorio
Title: General Counsel

/s/ Nancy Peretsman
Nancy Peretsman

/s/ Harry Wagner
Harry Wagner

/s/ Kaveh Khosrowshahi
Kaveh Khosrowshahi

/s/ John Griffen
John Griffen

/s/ Scott Bacigalupo
Scott Bacigalupo

INVESTORS:

ARTÉMIS 28

By: /s/ Alban Gréget
Name: Alban Gréget
Title: Deputy CEO

Address: 12 rue François
1er 75008 – Paris, France

[*Signature Page to the Sixth Amended and Restated Registration Agreement*]

INVESTORS:

FMZ 1Dibs LLC
By First Manhattan Co. Incorporated,
as *Managing Member*

By: /s/ Neal K. Stearns
Name: Neal K. Stearns
Title: Executive Vice President

[*Signature Page to the Sixth Amended and Restated Registration Agreement*]

INVESTORS:

THE NP 2003 FAMILY TRUST

By: /s/ Anastasios Parafestas
Name: Anastasios Parafestas
Title: Co-Trustee

Address:

[*Signature Page to the Sixth Amended and Restated Registration Agreement*]

INVESTORS:

/s Leah Schwartz
Leah Schwartz

[*Signature Page to the Sixth Amended and Restated Registration Agreement*]

OTHER STOCKHOLDERS:

David Rosenblatt and 2012 David Rosenblatt Family Trust dtd 11/30/2012

51 Astor Place
New York, New York 10003
Telephone:

With a copy to

Pillsbury Winthrop Shaw Pittman LLP
1540 Broadway
New York, NY 10036
Telephone: 212-858-1143
Telecopy: 212-298-9931
Attention: Ronald A. Fleming, Jr.

Insight Venture Partners IX, L.P.
Insight Venture Partners IX (Co-Investors), L.P.
Insight Venture Partners (Cayman) IX, L.P.
Insight Venture Partners (Delaware) IX, L.P.

Notice Address:

Insight Venture Partners IX, L.P.
Insight Venture Partners IX (Co-Investors), L.P.
Insight Venture Partners (Cayman) IX, L.P.
Insight Venture Partners (Delaware) IX, L.P.
1114 Avenue of the Americas, 36th Floor
New York, New York 10036

Adam Karp

Richard Pham

Ross Paul

Cristina Miller

Xiaodi Zhang

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

Willkie Farr & Gallagher LLP
787 7th Avenue
New York, New York 10019
Phone:
Attention: Gordon R. Caplan
Sean M. Ewen

SCHEDULE OF INVESTORS

Alibaba Investment Limited

Notice Address:

Alibaba Investment Limited

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

O'Melveny & Myers LLP
Times Square Tower
7 Times Square
New York, New York 10036
Phone:
Attention: David Schultz

Benchmark Capital Partners VII, L.P.

Notice Address:

c/o Benchmark Capital Partners VII, L.P.
2965 Woodside Road
Woodside, CA 94062
Telephone:
Telecopy:
Attention: Matt Cohler & Steve Spurlock

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

Goodwin Procter LLP
601 Marshall Street
Redwood City, CA 94063
Telephone:
Telecopy:
Attention: Craig M. Schmitz

Benchmark Capital Partners V, L.P.

Notice Address:

c/o Benchmark Capital Partners V, L.P.
2965 Woodside Road
Woodside, CA 94062
Telephone:
Telecopy:
Attention: Matt Cohler & Steve Spurlock

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

Goodwin Procter LLP
601 Marshall Street
Redwood City, CA 94063
Telephone:
Telecopy:
Attention: Craig M. Schmitz

Spark Capital III, L.P.

Notice Address:

137 Newbury Street
8th Floor
Boston, MA 02116
Telephone:
Telecopy:
Attention: Todd Dagres

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

O'Melveny & Myers LLP
Times Square Tower
7 Times Square
New York, New York 10036
Phone:
Attention: David Schultz

Spark Capital Founders' Fund III, L.P.

Notice Address:

137 Newbury Street
8th Floor
Boston, MA 02116
Telephone:
Telecopy:
Attention: Todd Dagres

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

O'Melveny & Myers LLP
Times Square Tower
7 Times Square
New York, New York 10036
Phone:
Attention: David Schultz

Spark Capital Growth Fund, L.P.

Notice Address:

137 Newbury Street
8th Floor
Boston, MA 02116
Telephone:
Telecopy:
Attention: Todd Dagres

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

O'Melveny & Myers LLP
Times Square Tower
7 Times Square
New York, New York 10036
Phone:
Attention: David Schultz

Spark Capital Growth Founders' Fund, L.P.

Notice Address:

137 Newbury Street
8th Floor
Boston, MA 02116
Telephone:
Telecopy:
Attention: Todd Dagres

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

O'Melveny & Myers LLP
Times Square Tower
7 Times Square
New York, New York 10036
Phone:
Attention: David Schultz

Notice Address:

137 Newbury Street
8th Floor
Boston, MA 02116
Telephone:
Telecopy:
Attention: Todd Dagres

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

O'Melveny & Myers LLP
Times Square Tower
7 Times Square
New York, New York 10036
Phone:
Attention: David Schultz

Index Ventures Growth II (Jersey), L.P

Notice Address:

Index Venture Growth Associates II Limited
44 Esplanade, 5th Floor
St. Helier, Jersey JE1 3FG
Channel Islands, UK
Telephone:
Telecopy:
Attention: Gemma Harries

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

O'Melveny & Myers LLP
Times Square Tower
7 Times Square
New York, New York 10036
Phone:
Attention: David Schultz

Index Ventures Growth II Parallel Entrepreneur Fund (Jersey), L.P

Notice Address:

Index Venture Growth Associates II Limited
44 Esplanade, 5th Floor
St. Helier, Jersey JE1 3FG
Channel Islands, UK
Telephone:
Telecopy:
Attention: Gemma Harries

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

O'Melveny & Myers LLP
Times Square Tower
7 Times Square
New York, New York 10036
Phone:
Attention: David Schultz

Yucca (Jersey) SLP

Notice Address:

Intertrust Employee Benefit Services Limited
44 Esplanade, 5th Floor
St. Helier, Jersey JE4 9WG
Channel Islands, UK
Telephone:
Telecopy:
Attention: Sarah Earles

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

O'Melveny & Myers LLP
Times Square Tower
7 Times Square
New York, New York 10036
Phone:
Attention: David Schultz

And to:

Index Ventures S.A.
2 rue de Jargonnant
1207 Geneva
Switzerland
Telecopy:
Attention: Andre Dubois
Email:

SV Angel III LP

Notice Address:

588 Sutter Street, #299
San Francisco, CA 94102
Telephone:
Telecopy:
Attention: Ron Conway

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

Sofina Partners S.A.

Notice Address:

Attn: Stéphanie Delperdange
8a Boulevard Joseph II
L-1840 Luxembourg

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

O'Melveny & Myers LLP
Times Square Tower
7 Times Square
New York, New York 10036
Phone:
Attention: David Schultz

T. Rowe Price Investors

T. Rowe Price New Horizons Fund, Inc.
T. Rowe Price New Horizons Trust
T. Rowe Price U.S. Equities Trust
MassMutual Select Funds – MassMutual
Select T. Rowe Price Small and Mid Cap Blend Fund
T. Rowe Price Small-Cap Stock Fund, Inc.
T. Rowe Price Institutional Small-Cap Stock Fund
T. Rowe Price Personal Strategy Income Fund
T. Rowe Price Personal Strategy Balanced Fund
T. Rowe Price Personal Strategy Growth Fund
T. Rowe Price Personal Strategy Balanced Portfolio
U.S. Small-Cap Stock Trust
VALIC Company I – Small Cap Fund
TD Mutual Funds – TD U.S. Small-Cap Equity Fund
T. Rowe Price U.S. Small-Cap Core Equity Trust
Minnesota Life Insurance Company
Costco 401(k) Retirement Plan
MassMutual Select Funds – MassMutual Select T.
Rowe Price Small and Mid Cap Blend Fund

Notice Address:

T. Rowe Price Associates, Inc.
100 East Pratt Street
Baltimore, MD 21202
Attn: Andrew Baek, Vice President
Phone:
Email:

Foxhaven Master Fund, LP
Foxway, LP
Foxlane, LP

Notice Address:

Foxhaven Master Fund, LP
Attn: [ ]

Allen & Company LLC Investors

Allen & Company, LLC
Nancy Peretsman
Harry Wagner
Kaveh Khosrowshahi
John Griffen
Scott Bacigalupo
The NP 2003 Family Trust
Leah Schwartz

Notice Address:

Allen & Company LLC
711 Fifth Avenue
New York, NY 10022
Attn: Peter DiIorio, General Counsel and Chief Compliance Officer
Phone:
Email:

Artemis 28

Notice Address:

Groupe Artémis
12 rue François
1er 75008 – Paris, France

FMZ 1Dibs LLC

Notice Address:

First Manhattan Co.
399 Park Avenue
New York, NY 10022
Phone:

Exhibit 10.3

INDEMNIFICATION AGREEMENT

THIS INDEMNIFICATION AGREEMENT (the "**Agreement**") is made and entered into as of [_____], 20[__] between 1stdibs.com, Inc., a Delaware corporation (the "**Company**"), and [*name*] ("**Indemnitee**").

WITNESSETH THAT:

WHEREAS, highly competent persons have become more reluctant to serve corporations as [directors] [officers] or in other capacities unless they are provided with adequate protection through insurance or adequate indemnification against inordinate risks of claims and actions against them arising out of their service to and activities on behalf of the corporation;

WHEREAS, the Board of Directors of the Company (the "**Board**") has determined that, in order to attract and retain qualified individuals, the Company will attempt to maintain on an ongoing basis, at its sole expense, liability insurance to protect persons serving the Company and its subsidiaries from certain liabilities. Although the furnishing of such insurance has been a customary and widespread practice among United States-based corporations and other business enterprises, the Company believes that, given current market conditions and trends, such insurance may be available to it in the future only at higher premiums and with more exclusions. At the same time, directors, officers, and other persons in service to corporations or business enterprises are being increasingly subjected to expensive and time-consuming litigation relating to, among other things, matters that traditionally would have been brought only against the Company or business enterprise itself. The Bylaws and Certificate of Incorporation of the Company require indemnification of the officers and directors of the Company. Indemnitee may also be entitled to indemnification pursuant to the General Corporation Law of the State of Delaware ("**DGCL**"). The Bylaws and Certificate of Incorporation and the DGCL expressly provide that the indemnification provisions set forth therein are not exclusive, and thereby contemplate that contracts may be entered into between the Company and members of the Board, officers and other persons with respect to indemnification;

WHEREAS, the uncertainties relating to such insurance and to indemnification have increased the difficulty of attracting and retaining such persons;

WHEREAS, the Board has determined that the increased difficulty in attracting and retaining such persons is detrimental to the best interests of the Company's stockholders and that the Company should act to assure such persons that there will be increased certainty of such protection in the future;

WHEREAS, it is reasonable, prudent and necessary for the Company contractually to obligate itself to indemnify, and to advance expenses on behalf of, such persons to the fullest extent permitted by applicable law so that they will serve or continue to serve the Company free from undue concern that they will not be so indemnified;

WHEREAS, this Agreement is a supplement to and in furtherance of the Bylaws and Certificate of Incorporation of the Company and any resolutions adopted pursuant thereto, and shall not be deemed a substitute therefor, nor to diminish or abrogate any rights of Indemnitee thereunder; and

WHEREAS, Indemnitee does not regard the protection available under the Company's Bylaws and Certificate of Incorporation and insurance as adequate in the present circumstances, and may not be willing to serve as an officer or director without adequate protection, and the Company desires Indemnitee to serve in such capacity. Indemnitee is willing to serve, continue to serve and to take on additional service for or on behalf of the Company on the condition that he or she be so indemnified; and

[WHEREAS, Indemnitee has certain rights to indemnification and/or insurance provided by [*name of fund/sponsor*] which Indemnitee and [*name of fund/sponsor*] intend to be secondary to the primary obligation of the Company to indemnify Indemnitee as provided herein, with the Company's acknowledgement and agreement to the foregoing being a material condition to Indemnitee's willingness to serve on the Board.][a]

NOW, THEREFORE, in consideration of Indemnitee's agreement to serve as an [officer] [director] from and after the date hereof, the parties hereto agree as follows:

1. Indemnity of Indemnitee. The Company hereby agrees to hold harmless and indemnify Indemnitee to the fullest extent permitted by law, as such may be amended from time to time. In furtherance of the foregoing indemnification, and without limiting the generality thereof:

(a) Proceedings Other Than Proceedings by or in the Right of the Company. Indemnitee shall be entitled to the rights of indemnification provided in this Section 1(a) if, by reason of his or her Corporate Status (as hereinafter defined), the Indemnitee is, or is threatened to be made, a party to or participant in any Proceeding (as hereinafter defined) other than a Proceeding by or in the right of the Company. Pursuant to this Section 1(a), Indemnitee shall be indemnified against all Expenses (as hereinafter defined), judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by him or her, or on his or her behalf, in connection with such Proceeding or any claim, issue or matter therein, if the Indemnitee acted in good faith and in a manner the Indemnitee reasonably believed to be in or not opposed to the best interests of the Company, and with respect to any criminal Proceeding, had no reasonable cause to believe the Indemnitee's conduct was unlawful.

(b) Proceedings by or in the Right of the Company. Indemnitee shall be entitled to the rights of indemnification provided in this Section 1(b) if, by reason of his or her Corporate Status, the Indemnitee is, or is threatened to be made, a party to or participant in any Proceeding brought by or in the right of the Company. Pursuant to this Section 1(b), Indemnitee shall be indemnified against all Expenses actually and reasonably incurred by the Indemnitee, or on the Indemnitee's behalf, in connection with such Proceeding if the Indemnitee acted in good faith and in a manner the Indemnitee reasonably believed to be in or not opposed to the best interests of the Company; provided, however, if applicable law so provides, no indemnification against such Expenses shall be made in respect of any claim, issue or matter in such Proceeding as to which Indemnitee shall have been adjudged to be liable to the Company unless and to the extent that the Court of Chancery of the State of Delaware shall determine that such indemnification may be made.

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a NTD: Only include to the extent Indemnitee is a director appointed pursuant to a sponsor/fund's appointment rights.

(c) Indemnification for Expenses of a Party Who is Wholly or Partly Successful. Notwithstanding any other provision of this Agreement, to the extent that Indemnitee is, by reason of his or her Corporate Status, a party to (or participant in) and is successful, on the merits or otherwise, in any Proceeding, he or she shall be indemnified to the maximum extent permitted by law, as such may be amended from time to time, against all Expenses actually and reasonably incurred by him or her, or on his or her behalf, in connection therewith. If Indemnitee is not wholly successful in such Proceeding but is successful, on the merits or otherwise, as to one (1) or more but less than all claims, issues or matters in such Proceeding, the Company shall indemnify Indemnitee against all Expenses actually and reasonably incurred by him or her, or on his or her behalf, in connection with each successfully resolved claim, issue or matter. For purposes of this Section and without limitation, the termination of any claim, issue or matter in such a Proceeding by dismissal, with or without prejudice, shall be deemed to be a successful result as to such claim, issue or matter.

(d) Indemnification of Appointing Stockholder. If (i) Indemnitee is or was affiliated with one (1) or more venture capital funds that has invested in the Company (an "Appointing Stockholder"), and (ii) the Appointing Stockholder is, or is threatened to be made, a party to or a participant in any Proceeding, and (iii) the Appointing Stockholder's involvement in the Proceeding (A) arises primarily out of, or relates to, any action taken by the Company that was approved by the Company's Board, and (B) arises out of facts or circumstances that are the same or substantially similar to the facts and circumstances that form the basis of claims that have been, could have been or could be brought against the Indemnitee in a Proceeding, regardless of whether the legal basis of the claims against the Indemnitee and the Appointing Stockholder are the same or similar, then the Appointing Stockholder shall be entitled to all rights and remedies, including with respect to indemnification and advancement, provided to the Indemnitee under this Agreement as if the Appointing Stockholder were the Indemnitee. The rights provided to the Appointing Stockholder under this Section 1(d) shall (i) be suspended during any period during which the Appointing Stockholder does not have a representative on the Company's Board, and (ii) terminate on an initial public offering of the Company's Common Stock; provided, however, that in the event of any such suspension or termination, the Appointing Stockholder's rights to indemnification and advancement of expenses will not be suspended or terminated with respect to any Proceeding based in whole or in part on facts and circumstances occurring at any time prior to such suspension or termination regardless of whether the Proceeding arises before or after such suspension or termination. The Company and Indemnitee intend and agree that the Appointing Stockholder is an express third party beneficiary of the terms of this Section 1(d).

(e) Partial Indemnification. If Indemnitee is entitled under any provision of this Agreement to indemnification by the Company for some or a portion of Expenses, but not, however, for the total amount thereof, the Company shall nevertheless indemnify Indemnitee for the portion thereof to which Indemnitee is entitled.

2. Contribution.

(a) Whether or not the indemnification provided in Section 1 hereof is available, in respect of any threatened, pending or completed action, suit or proceeding in which the Company is jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), the Company shall pay, in the first instance, the entire amount of any judgment or settlement of such action, suit or proceeding without requiring Indemnitee to contribute to such payment and the Company hereby waives and relinquishes any right of contribution it may have against Indemnitee. The Company shall not enter into any settlement of any action, suit or proceeding in which the Company is jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding) unless such settlement provides for a full and final release of all claims asserted against Indemnitee.

(b) Without diminishing or impairing the obligations of the Company set forth in the preceding subparagraph, if, for any reason, Indemnitee shall elect or be required to pay all or any portion of any judgment or settlement in any threatened, pending or completed action, suit or proceeding in which the Company is jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), the Company shall contribute to the amount of Expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Indemnitee in proportion to the relative benefits received by the Company and all officers, directors or employees of the Company, other than Indemnitee, who are jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), on the one hand, and Indemnitee, on the other hand, from the transaction or events from which such action, suit or proceeding arose; provided, however, that the proportion determined on the basis of relative benefit may, to the extent necessary to conform to law, be further adjusted by reference to the relative fault of the Company and all officers, directors or employees of the Company other than Indemnitee who are jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), on the one hand, and Indemnitee, on the other hand, in connection with the transaction or events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other equitable considerations which applicable law may require to be considered. The relative fault of the Company and all officers, directors or employees of the Company, other than Indemnitee, who are jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), on the one hand, and Indemnitee, on the other hand, shall be determined by reference to, among other things, the degree to which their actions were motivated by intent to gain personal profit or advantage, the degree to which their liability is primary or secondary and the degree to which their conduct is active or passive.

(c) The Company hereby agrees to fully indemnify and hold Indemnitee harmless from any claims of contribution which may be brought by officers, directors, or employees of the Company, other than Indemnitee, who may be jointly liable with Indemnitee.

(d) To the fullest extent permissible under applicable law, if the indemnification provided for in this Agreement is unavailable to Indemnitee for any reason whatsoever, the Company, in lieu of indemnifying Indemnitee, shall contribute to the amount incurred by Indemnitee, whether for judgments, fines, penalties, excise taxes, amounts paid or to be paid in settlement and/or for Expenses, in connection with any claim relating to an indemnifiable event under this Agreement, in such proportion as is deemed fair and reasonable in light of all of the circumstances of such Proceeding in order to reflect (i) the relative benefits received by the Company and Indemnitee as a result of the event(s) and/or transaction(s) giving cause to such Proceeding and/or (ii) the relative fault of the Company (and its directors, officers, employees and agents) and Indemnitee in connection with such event(s) and/or transaction(s).

3. Indemnification for Expenses of a Witness. Notwithstanding any other provision of this Agreement, to the extent that Indemnitee is, by reason of his or her Corporate Status, a witness, or is made (or asked) to respond to discovery requests, in any Proceeding to which Indemnitee is not a party, he or she shall be indemnified against all Expenses actually and reasonably incurred by him or her, or on his or her behalf, in connection therewith.

4. Advancement of Expenses. Notwithstanding any other provision of this Agreement, the Company shall advance all Expenses incurred by or on behalf of Indemnitee in connection with any Proceeding by reason of Indemnitee's Corporate Status within thirty (30) days after the receipt by the Company of a statement or statements from Indemnitee requesting such advance or advances from time to time, whether prior to or after final disposition of such Proceeding. Such statement or statements shall reasonably evidence the Expenses incurred by Indemnitee. The Indemnitee shall qualify for advances upon the execution and delivery to the Company of this Agreement, which shall constitute an undertaking providing that the Indemnitee undertakes to repay the amounts advanced (without interest) by the Company pursuant to this Section 4, if and only to the extent that it is ultimately determined that Indemnitee is not entitled to be indemnified by the Company. No other form of undertaking shall be required other than the execution of this Agreement. Any advances and undertakings to repay pursuant to this Section 4 shall be unsecured and interest free. This Section 4 shall not apply to any claim made by Indemnitee for which indemnity is excluded pursuant to Section 8.

5. Procedures and Presumptions for Determination of Entitlement to Indemnification. It is the intent of this Agreement to secure for Indemnitee rights of indemnity that are as favorable as may be permitted under the DGCL and public policy of the State of Delaware. Accordingly, the parties agree that the following procedures and presumptions shall apply in the event of any question as to whether Indemnitee is entitled to indemnification under this Agreement:

(a) To obtain indemnification under this Agreement, Indemnitee shall submit to the Company a written request, including therein or therewith such documentation and information as is reasonably available to Indemnitee and is reasonably necessary to determine whether and to what extent Indemnitee is entitled to indemnification. Notwithstanding the foregoing, in no case shall Indemnitee be required to convey any information that would cause Indemnitee to waive any privilege accorded by applicable law. The Secretary of the Company shall, promptly upon receipt of such a request for indemnification, advise the Board in writing that Indemnitee has requested indemnification. Notwithstanding the foregoing, any failure of Indemnitee to provide such a request to the Company, or to provide such a request in a timely fashion, shall not relieve the Company of any liability that it may have to Indemnitee unless, and to the extent that, such failure actually and materially prejudices the interests of the Company. The Company will be entitled to participate in the Proceeding at its own Expense.

(b) Upon written request by Indemnitee for indemnification pursuant to the first sentence of Section 5(a) hereof, a determination with respect to Indemnitee's entitlement thereto shall be made in the specific case by one of the following four methods, which shall be at the election of the Board except that, upon and after a "Change in Control" (as defined below), method (iii) must be used: (i) by a majority vote of the disinterested directors, even though less than a quorum, (ii) by a committee of disinterested directors designated by a majority vote of the disinterested directors, even though less than a quorum, (iii) if there are no disinterested directors or if the disinterested directors so direct, by independent legal counsel in a written opinion to the Board, a copy of which shall be delivered to the Indemnitee, or (iv) if so directed by the Board, by the stockholders of the Company. For purposes hereof, disinterested directors are those members of the Board who are not parties to the action, suit or proceeding in respect of which indemnification is sought by Indemnitee.

(c) If the determination of entitlement to indemnification is to be made by Independent Counsel pursuant to Section 5(b) hereof, the Independent Counsel shall be selected as provided in this Section 5(c). The Independent Counsel shall be selected by the Board. Indemnitee may, within ten (10) days after such written notice of selection shall have been given, deliver to the Company a written objection to such selection; provided, however, that such objection may be asserted only on the ground that the Independent Counsel so selected does not meet the requirements of "**Independent Counsel**" as defined in Section 12 of this Agreement, and the objection shall set forth with particularity the factual basis of such assertion. Absent a proper and timely objection, the person so selected shall act as Independent Counsel. If a written objection is made and substantiated, the Independent Counsel selected may not serve as Independent Counsel unless and until such objection is withdrawn or a court has determined that such objection is without merit. If, within twenty (20) days after submission by Indemnitee of a written request for indemnification pursuant to Section 5(a) hereof, no Independent Counsel shall have been selected and not objected to, either the Company or Indemnitee may petition the Court of Chancery of the State of Delaware or other court of competent jurisdiction for resolution of any objection which shall have been made by the Indemnitee to the Company's selection of Independent Counsel and/or for the appointment as Independent Counsel of a person selected by the court or by such other person as the court shall designate, and the person with respect to whom all objections are so resolved or the person so appointed shall act as Independent Counsel under Section 5(b) hereof. The Company shall pay any and all reasonable fees and expenses of Independent Counsel incurred by such Independent Counsel in connection with acting pursuant to Section 5(b) hereof, and the Company shall pay all reasonable fees and expenses incurred by the Company and the Indemnitee incident to the procedures of this Section 5(c), regardless of the manner in which such Independent Counsel was selected or appointed.

(d) In making a determination with respect to entitlement to indemnification hereunder, the person or persons or entity making such determination shall presume that Indemnitee is entitled to indemnification under this Agreement. Anyone seeking to overcome this presumption shall have the burden of proof and the burden of persuasion by clear and convincing evidence. Neither the failure of the Company (including by its directors or independent legal counsel) to have made a determination prior to the commencement of any action pursuant to this Agreement that indemnification is proper in the circumstances because Indemnitee has met the applicable standard of conduct, nor an actual determination by the Company (including by its directors or independent legal counsel) that Indemnitee has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that Indemnitee has not met the applicable standard of conduct.

(e) Indemnitee shall be deemed to have acted in good faith if Indemnitee's action is based on the records or books of account of the Enterprise (as hereinafter defined), including financial statements, or on information supplied to Indemnitee by the officers of the Enterprise in the course of their duties, or on the advice of legal counsel for the Enterprise or on information or records given or reports made to the Enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Enterprise. The provisions of this Section 5(e) shall not be deemed to be exclusive or to limit in any way the other circumstances in which the Indemnitee may be deemed to have met the applicable standard of conduct set forth in this Agreement. In addition, the knowledge and/or actions, or failure to act, of any director, officer, agent or employee of the Enterprise shall not be imputed to Indemnitee for purposes of determining the right to indemnification under this Agreement. Whether or not the foregoing provisions of this Section 5(e) are satisfied, it shall in any event be presumed that Indemnitee has at all times acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Company. Anyone seeking to overcome this presumption shall have the burden of proof and the burden of persuasion by clear and convincing evidence.

(f) If the person, persons or entity empowered or selected under Section 5 to determine whether Indemnitee is entitled to indemnification shall not have made a determination within sixty (60) days after receipt by the Company of the request therefor, the requisite determination of entitlement to indemnification shall be deemed to have been made and Indemnitee shall be entitled to such indemnification absent (i) a misstatement by Indemnitee of a material fact, or an omission of a material fact necessary to make Indemnitee's statement not materially misleading, in connection with the request for indemnification, or (ii) a prohibition of such indemnification under applicable law; provided, however, that such sixty (60) day period may be extended for a reasonable time, not to exceed an additional thirty (30) days, if the person, persons or entity making such determination with respect to entitlement to indemnification in good faith requires such additional time to obtain or evaluate documentation and/or information relating thereto; and provided further, that the foregoing provisions of this Section 5(f) shall not apply if the determination of entitlement to indemnification is to be made by the stockholders pursuant to Section 5(b) of this Agreement and if (A) within fifteen (15) days after receipt by the Company of the request for such determination, the Board or the Disinterested Directors, if appropriate, resolve to submit such determination to the stockholders for their consideration at an annual meeting thereof to be held within seventy five (75) days after such receipt and such determination is made thereat, or (B) a special meeting of stockholders is called within fifteen (15) days after such receipt for the purpose of making such determination, such meeting is held for such purpose within sixty (60) days after having been so called and such determination is made thereat.

(g) Indemnitee shall cooperate with the person, persons or entity making such determination with respect to Indemnitee's entitlement to indemnification, including providing to such person, persons or entity upon reasonable advance request any documentation or information which is not privileged or otherwise protected from disclosure and which is reasonably available to Indemnitee and reasonably necessary to such determination. Any

Independent Counsel, member of the Board or stockholder of the Company shall act reasonably and in good faith in making a determination regarding the Indemnitee's entitlement to indemnification under this Agreement. Any costs or expenses (including attorneys' fees and disbursements) incurred by Indemnitee in so cooperating with the person, persons or entity making such determination shall be borne by the Company (irrespective of the determination as to Indemnitee's entitlement to indemnification) and the Company hereby indemnifies and agrees to hold Indemnitee harmless therefrom.

(h) In the event that any action, suit or proceeding to which Indemnitee is a party is resolved in any manner other than by adverse judgment against Indemnitee (including, without limitation, settlement of such action, suit or proceeding with or without payment of money or other consideration) it shall be presumed that Indemnitee has been successful on the merits or otherwise in such action, suit or proceeding. Anyone seeking to overcome this presumption shall have the burden of proof and the burden of persuasion by clear and convincing evidence.

(i) The termination of any Proceeding or of any claim, issue or matter therein, by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not (except as otherwise expressly provided in this Agreement) of itself adversely affect the right of Indemnitee to indemnification or create a presumption that Indemnitee did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Company or, with respect to any criminal Proceeding, that Indemnitee had reasonable cause to believe that his or her conduct was unlawful.

6. Remedies of Indemnitee.

(a) In the event that (i) a determination is made pursuant to Section 5 of this Agreement that Indemnitee is not entitled to indemnification under this Agreement, (ii) advancement of Expenses is not timely made pursuant to Section 4 of this Agreement, (iii) no determination of entitlement to indemnification is made pursuant to Section 5(b) of this Agreement within ninety (90) days after receipt by the Company of the request for indemnification, (iv) payment of indemnification is not made pursuant to Sections 1(c), 1(e), 3 or the last sentence of Section 5(g) of this Agreement within ten (10) days after receipt by the Company of a written request therefor, or (v) payment of indemnification is not made pursuant to Sections 1(a) and 1(b) of this Agreement within ten (10) days after a determination has been made that Indemnitee is entitled to indemnification or such determination is deemed to have been made pursuant to Section 5 of this Agreement, Indemnitee shall be entitled to an adjudication in an appropriate court of the State of Delaware of Indemnitee's entitlement to such indemnification; or, in the alternative, at the election of the Company or the Indemnitee, the award of entitlement to such indemnification will instead be determined in arbitration to be conducted by a single arbitrator pursuant to the JAMS Streamlined Arbitration Rules & Procedures. Indemnitee shall commence such proceeding seeking an adjudication within one hundred eighty (180) days following the date on which Indemnitee first has the right to commence such proceeding pursuant to this Section 6(a). The Company shall not oppose Indemnitee's right to seek any such adjudication.

(b) In the event that a determination shall have been made pursuant to Section 5(b) of this Agreement that Indemnitee is not entitled to indemnification, any judicial proceeding commenced pursuant to this Section 6 shall be conducted in all respects as a de novo trial on the merits, and Indemnitee shall not be prejudiced by reason of the adverse determination under Section 5(b).

(c) If a determination shall have been made pursuant to Section 5(b) of this Agreement that Indemnitee is entitled to indemnification, the Company shall be bound by such determination in any judicial proceeding commenced pursuant to this Section 6, absent (i) a misstatement by Indemnitee of a material fact, or an omission of a material fact necessary to make Indemnitee's misstatement not materially misleading in connection with the application for indemnification, or (ii) a prohibition of such indemnification under applicable law.

(d) In the event that Indemnitee, pursuant to this Section 6, seeks a judicial adjudication of his or her rights under, or to recover damages for breach of, this Agreement, or to recover under any directors' and officers' liability insurance policies maintained by the Company, the Company shall pay on his or her behalf, in advance, any and all expenses (of the types described in the definition of Expenses in Section 12 of this Agreement) actually and reasonably incurred by him or her in such judicial adjudication, regardless of whether Indemnitee ultimately is determined to be entitled to such indemnification, advancement of expenses or insurance recovery.

(e) The Company shall be precluded from asserting in any judicial proceeding commenced pursuant to this Section 6 that the procedures and presumptions of this Agreement are not valid, binding and enforceable and shall stipulate in any such court that the Company is bound by all the provisions of this Agreement. It is the intent of the Company that, to the fullest extent permitted by law, the Indemnitee not be required to incur legal fees or other Expenses associated with the interpretation, enforcement or defense of Indemnitee's rights under this Agreement by litigation or otherwise because the cost and expense thereof would substantially detract from the benefits intended to be extended to the Indemnitee hereunder. The Company shall indemnify Indemnitee against any and all Expenses and, if requested by Indemnitee, shall (within ten (10) days after receipt by the Company of a written request therefore) advance, to the extent not prohibited by law, such expenses to Indemnitee, which are incurred by Indemnitee in connection with any action brought by Indemnitee for indemnification or advance of Expenses from the Company under this Agreement or under any directors' and officers' liability insurance policies maintained by the Company, if, in the case of indemnification, Indemnitee is wholly successful on the underlying claims; if Indemnitee is not wholly successful on the underlying claims, then such indemnification shall be only to the extent Indemnitee is successful on such underlying claims or otherwise as permitted by law, whichever is greater.

(f) Notwithstanding anything in this Agreement to the contrary, no determination as to entitlement to indemnification under this Agreement shall be required to be made prior to the final disposition of the Proceeding.

7. Non-Exclusivity; Survival of Rights; Insurance; Primacy of Indemnification; Subrogation.

(a) The rights of indemnification as provided by this Agreement shall not be deemed exclusive of any other rights to which Indemnitee may at any time be entitled under applicable law, the Certificate of Incorporation, the By-laws, any agreement, a vote of stockholders, a resolution of directors of the Company, or otherwise. No amendment, alteration or repeal of this Agreement or of any provision hereof shall limit or restrict any right of Indemnitee under this Agreement in respect of any action taken or omitted by such Indemnitee in his or her Corporate Status prior to such amendment, alteration or repeal. To the extent that a change in the DGCL, whether by statute or judicial decision, permits greater indemnification than would be afforded currently under the Certificate of Incorporation, By-laws and this Agreement, it is the intent of the parties hereto that Indemnitee shall enjoy by this Agreement the greater benefits so afforded by such change. No right or remedy herein conferred is intended to be exclusive of any other right or remedy, and every other right and remedy shall be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other right or remedy.

(b) To the extent that the Company maintains an insurance policy or policies providing liability insurance for directors, officers, employees, or agents or fiduciaries of the Company or of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise that such person serves at the request of the Company, Indemnitee shall be covered by such policy or policies in accordance with its or their terms to the maximum extent of the coverage available for any director, officer, employee, agent or fiduciary under such policy or policies. If, at the time of the receipt of a notice of a claim pursuant to the terms hereof, the Company has directors' and officers' liability insurance in effect, the Company shall give prompt notice of the commencement of such proceeding to the insurers in accordance with the procedures set forth in the respective policies. The Company shall thereafter take all necessary or desirable action to cause such insurers to pay, on behalf of the Indemnitee, all amounts payable as a result of such proceeding in accordance with the terms of such policies.

(c) [The Company hereby acknowledges that Indemnitee has certain rights to indemnification, advancement of expenses and/or insurance provided by [Name of Fund/Sponsor] and certain of [its][their] affiliates (collectively, the "Fund Indemnitors"). The Company hereby agrees (i) that it is the indemnitor of first resort (*i.e.*, its obligations to Indemnitee are primary and any obligation of the Fund Indemnitors to advance expenses or to provide indemnification for the same expenses or liabilities incurred by Indemnitee are secondary), (ii) that it shall be required to advance the full amount of expenses incurred by Indemnitee and shall be liable for the full amount of all Expenses, judgments, penalties, fines and amounts paid in settlement to the extent legally permitted and as required by the terms of this Agreement and the Certificate of Incorporation or Bylaws of the Company (or any other agreement between the Company and Indemnitee), without regard to any rights Indemnitee may have against the Fund Indemnitors, and (iii) that it irrevocably waives, relinquishes and releases the Fund Indemnitors from any and all claims against the Fund Indemnitors for contribution, subrogation or any other recovery of any kind in respect thereof. The Company further agrees that no advancement or payment by the Fund Indemnitors on behalf of Indemnitee with respect

to any claim for which Indemnitee has sought indemnification from the Company shall affect the foregoing and the Fund Indemnitors shall have a right of contribution and/or be subrogated to the extent of such advancement or payment to all of the rights of recovery of Indemnitee against the Company. The Company and Indemnitee agree that the Fund Indemnitors are express third party beneficiaries of the terms of this Section 7(c).][b]

(d) Except as provided in paragraph (c) above, in the event of any payment under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee (other than against the Fund Indemnitors), who shall execute all papers required and take all action necessary to secure such rights, including execution of such documents as are necessary to enable the Company to bring suit to enforce such rights.

(e) Except as provided in paragraph (c) above, the Company shall not be liable under this Agreement to make any payment of amounts otherwise indemnifiable hereunder if and to the extent that Indemnitee has otherwise actually received such payment under any insurance policy, contract, agreement or otherwise.

(f) Except as provided in paragraph (c) above, the Company's obligation to indemnify or advance Expenses hereunder to Indemnitee who is or was serving at the request of the Company as a director, officer, employee or agent of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise shall be reduced by any amount Indemnitee has actually received as indemnification or advancement of expenses from such other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise.

8. Exception to Right of Indemnification. Notwithstanding any provision in this Agreement, the Company shall not be obligated under this Agreement to make any indemnity in connection with any claim made against Indemnitee:

(a) [for which payment has actually been made to or on behalf of Indemnitee under any insurance policy, other indemnity provision or otherwise; or][c]

(b) for (i) an accounting of profits made from the purchase and sale (or sale and purchase) by Indemnitee of securities of the Company within the meaning of Section 16(b) of the Securities Exchange Act of 1934, as amended, or similar provisions of state statutory law or common law, (ii) any reimbursement of the Company by the Indemnitee of any bonus or other incentive-based or equity-based compensation or of any profits realized by the Indemnitee from the sale of securities of the Company, as required in each case under the Exchange Act (including any such reimbursements that arise from an accounting restatement of the Company pursuant to Section 304 of the Sarbanes-Oxley Act of 2002 (the "Sarbanes-Oxley Act"), or the payment to the Company of profits arising from the purchase and sale by Indemnitee of securities in violation of Section 306 of the Sarbanes-Oxley Act) or (iii) any reimbursement of the Company by Indemnitee of any compensation pursuant to any compensation recoupment or clawback policy adopted by the Board or the compensation committee of the Board, including but not limited to any such policy adopted to comply with stock exchange listing requirements implementing Section 10D of the Exchange Act; or

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b NTD: Only include to the extent Indemnitee is a director appointed pursuant to a sponsor/fund's appointment rights.

c NTD: Only include to the extent Indemnitee is a director appointed pursuant to a sponsor/fund's appointment rights.

(c) except as provided in Section 6(e) of this Agreement, in connection with any Proceeding (or any part of any Proceeding) initiated by Indemnitee, including any Proceeding (or any part of any Proceeding) initiated by Indemnitee against the Company or its directors, officers, employees or other indemnitees, unless (i) the Board authorized the Proceeding (or any part of any Proceeding) prior to its initiation, (ii) such payment arises in connection with any mandatory counterclaim or cross claim brought or raised by Indemnitee in any Proceeding (or any part of any Proceeding) or (iii) the Company provides the indemnification, in its sole discretion, pursuant to the powers vested in the Company under applicable law.

(d) for Expenses determined by the Company to have arisen out of Indemnitee's breach or violation of his or her obligations under (i) any employment agreement between the Indemnitee and the Company or (ii) the Company's Code of Business Conduct and Ethics (as amended from time to time).

9. Duration of Agreement. All agreements and obligations of the Company contained herein shall continue during the period that Indemnitee is an officer or director of the Company (or is serving at the request of the Company as a director, officer, employee, agent or trustee of another corporation, partnership, joint venture, trust or other enterprise) and shall continue thereafter (i) so long as Indemnitee may be subject to any possible claim relating to an indemnifiable event (including any rights of appeal thereto) and (ii) throughout the pendency of any proceeding (including any rights of appeal thereto) commenced by Indemnitee to enforce or interpret his or her rights under this Agreement, even if, in either case, he or she may have ceased to serve in such capacity at the time of any such claim or proceeding.

10. Security. To the extent requested by Indemnitee and approved by the Board, the Company may at any time and from time to time provide security to Indemnitee for the Company's obligations hereunder through an irrevocable bank line of credit, funded trust or other collateral. Any such security, once provided to Indemnitee, may not be revoked or released without the prior written consent of the Indemnitee.

11. Enforcement.

(a) The Company expressly confirms and agrees that it has entered into this Agreement and assumes the obligations imposed on it hereby in order to induce Indemnitee to serve as an officer or director of the Company, and the Company acknowledges that Indemnitee is relying upon this Agreement in serving as an officer or director of the Company.

(b) This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral, written and implied, between the parties hereto with respect to the subject matter hereof.

(c) The Company shall not seek from a court, or agree to, a "bar order" which would have the effect of prohibiting or limiting the Indemnitee's rights to receive advancement of expenses under this Agreement.

12. Definitions. For purposes of this Agreement:

(a) "**Corporate Status**" describes the status of a person who is or was a director, officer, employee, agent or fiduciary of the Company or of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise that such person is or was serving at the request of the Company.

(b) "**Disinterested Director**" means a director of the Company who is not and was not a party to the Proceeding in respect of which indemnification is sought by Indemnitee.

(c) "**Enterprise**" shall mean the Company and any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise that Indemnitee is or was serving at the request of the Company as a director, officer, employee, agent or fiduciary.

(d) "**Expenses**" shall include all reasonable attorneys' fees, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, and any federal, state, local or foreign taxes imposed on the Indemnitee as a result of the actual or deemed receipt of any payments under this Agreement, ERISA excise taxes and penalties, and all other disbursements or expenses of the types customarily incurred in connection with prosecuting, defending, preparing to prosecute or defend, investigating, participating, or being or preparing to be a witness in a Proceeding, or responding to, or objecting to, a request to provide discovery in any Proceeding. Expenses also shall include (i) Expenses incurred in connection with any appeal resulting from any Proceeding, including, without limitation, the premium, security for, and other costs relating to any cost bond, supersedeas bond, or other appeal bond or its equivalent (ii) Expenses incurred in connection with recovery under any directors' and officers' liability insurance policies maintained by the Company, regardless of whether Indemnitee is ultimately determined to be entitled to such indemnification, advancement or Expenses or insurance recovery, as the case may be, and (iii) for purposes of Section 6(e) only, Expenses incurred by Indemnitee in connection with the interpretation, enforcement or defense of Indemnitee's rights under this Agreement, the Certificate of Incorporation, the Bylaws or under any directors' and officers' liability insurance policies maintained by the Company, by litigation or otherwise. Expenses, however, shall not include amounts paid in settlement by Indemnitee or the amount of judgments or fines against Indemnitee.

(e) "**Independent Counsel**" means a law firm, or a member of a law firm, that is experienced in matters of corporation law and neither at present is, nor in the past five (5) years has been, retained to represent (i) the Company or Indemnitee in any matter material to either such party (other than with respect to matters concerning Indemnitee under this Agreement, or of other indemnitees under similar indemnification agreements), or (ii) any other party to the Proceeding giving rise to a claim for indemnification hereunder. Notwithstanding the foregoing, the term "Independent Counsel" shall not include any person who, under the

applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Company or Indemnitee in an action to determine Indemnitee's rights under this Agreement. The Company agrees to pay the reasonable fees of the Independent Counsel referred to above and to fully indemnify such counsel against any and all Expenses, claims, liabilities and damages arising out of or relating to this Agreement or its engagement pursuant hereto.

(f) "**Proceeding**" includes any threatened, pending or completed action, suit, claim, counterclaim, cross claim, arbitration, mediation, alternate dispute resolution mechanism, investigation, inquiry, administrative hearing or any other actual, threatened or completed proceeding, whether brought by or in the right of the Company or otherwise and whether civil, criminal, administrative or investigative, including any appeal therefrom, in which Indemnitee was, is or will be involved as a party or otherwise, by reason of his or her Corporate Status, by reason of any action taken by him or her, or of any inaction on his or her part, while acting in his or her Corporate Status; in each case whether or not he or she is acting or serving in any such capacity at the time any liability or expense is incurred for which indemnification, reimbursement or advancement of expenses can be provided under this Agreement; including one pending on or before the date of this Agreement, but excluding one initiated by an Indemnitee pursuant to Section 7 of this Agreement to enforce his or her rights under this Agreement.

(g) A "**Change in Control**" shall mean and be deemed to occur upon the earliest to occur after the date of this Agreement of any of the following events:

(i) Acquisition of Stock by Third Party. Any Person (as defined below) is or becomes the Beneficial Owner (as defined below), directly or indirectly, of securities of the Company representing fifteen percent (15%) or more of the combined voting power of the Company's then outstanding securities unless the change in relative Beneficial Ownership of the Company's securities by any Person results solely from a reduction in the aggregate number of outstanding shares of securities entitled to vote generally in the election of directors;

(ii) Change in Board. During any period of two (2) consecutive years (not including any period prior to the execution of this Agreement), individuals who at the beginning of such period constitute the Board, and any new director (other than a director designated by a person who has entered into an agreement with the Company to effect a transaction described in Sections 12(g)(i), 12(g)(iii) or 12(g)(iv)) whose election by the Board or nomination for election by the Company's stockholders was approved by a vote of at least two-thirds (2/3) of the directors then still in office who either were directors at the beginning of the period or whose election or nomination for election was previously so approved, cease for any reason to constitute a least a majority of the members of the Board;

(iii) Corporate Transactions. The effective date of a merger or consolidation of the Company with any other entity, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior to such merger or consolidation continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) more than fifty-one percent (51%) of the combined voting power of the voting securities of the surviving entity outstanding immediately after such merger or consolidation and with the power to elect at least a majority of the Board or other governing body of such surviving entity;

(iv) Liquidation. The approval by the stockholders of the Company of a complete liquidation of the Company or an agreement for the sale or disposition by the Company of all or substantially all of the Company's assets; and

(v) Other Events. There occurs any other event of a nature that would be required to be reported in response to Item 6(e) of Schedule 14A of Regulation 14A (or a response to any similar item on any similar schedule or form) promulgated under the Exchange Act (as defined below), whether or not the Company is then subject to such reporting requirement.

(vi) For purposes of this Section 12(g), the following terms shall have the following meanings:

(A) "**Exchange Act**" shall mean the Securities Exchange Act of 1934, as amended.

(B) "**Person**" shall have the meaning stated in Sections 13(d) and 14(d) of the Exchange Act; provided, however, that Person shall exclude (i) the Company, (ii) any trustee or other fiduciary holding securities under an employee benefit plan of the Company and (iii) any corporation owned, directly or indirectly, by the stockholders of the Company in substantially the same proportions as their ownership of stock of the Company.

(C) "**Beneficial Owner**" shall have the meaning given to such term in Rule 13d-3 under the Exchange Act; provided, however, that Beneficial Owner shall exclude any Person otherwise becoming a Beneficial Owner by reason of the stockholders of the Company approving a merger of the Company with another entity.

13. Severability. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision. Further, the invalidity or unenforceability of any provision hereof as to either Indemnitee or Appointing Stockholder shall in no way affect the validity or enforceability of any provision hereof as to the other. Without limiting the generality of the foregoing, this Agreement is intended to confer upon Indemnitee and Appointing Stockholder indemnification rights to the fullest extent permitted by applicable laws. In the event any provision hereof conflicts with any applicable law, such provision shall be deemed modified, consistent with the aforementioned intent, to the extent necessary to resolve such conflict.

14. Modification and Waiver. No supplement, modification, termination or amendment of this Agreement shall be binding unless executed in writing by both of the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar) nor shall such waiver constitute a continuing waiver.

15. Notice By Indemnitee. Indemnitee agrees promptly to notify the Company in writing upon being served with or otherwise receiving any summons, citation, subpoena, complaint, indictment, information or other document relating to any Proceeding or matter which may be subject to indemnification covered hereunder. The failure to so notify the Company shall not relieve the Company of any obligation which it may have to Indemnitee under this Agreement or otherwise unless and only to the extent that such failure or delay materially prejudices the Company.

16. Notices. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given (a) upon personal delivery to the party to be notified, (b) when sent by confirmed electronic mail if sent during normal business hours of the recipient, and if not so confirmed, then on the next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent:

(a) To Indemnitee at the address set forth below Indemnitee signature hereto.

(b) To the Company at:

51 Astor Place, 3rd Floor
New York, New York 10003
Attention: General Counsel

or to such other address as may have been furnished to Indemnitee by the Company or to the Company by Indemnitee, as the case may be.

17. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same the same instrument. Counterparts may be delivered via electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

18. Headings. The headings of the paragraphs of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction thereof.

19. Governing Law and Consent to Jurisdiction. This Agreement and the legal relations among the parties shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without regard to its conflict of laws rules. The Company and Indemnitee hereby irrevocably and unconditionally (i) agree that any action or proceeding arising out of or in connection with this Agreement shall be brought only in the Chancery Court of the State of Delaware (the "**Delaware Court**"), and not in any other state or federal court in the United States of America or any court in any other country, (ii) consent to submit to the exclusive jurisdiction of the Delaware Court for purposes of any action or proceeding arising out of or in connection with this Agreement, (iii) appoint, to the extent such party is not otherwise subject to service of process in the State of Delaware, irrevocably [*name*] [*address*] as its agent in the State of Delaware as such party's agent for acceptance of legal process in connection with

any such action or proceeding against such party with the same legal force and validity as if served upon such party personally within the State of Delaware, (iv) waive any objection to the laying of venue of any such action or proceeding in the Delaware Court, and (v) waive, and agree not to plead or to make, any claim that any such action or proceeding brought in the Delaware Court has been brought in an improper or inconvenient forum.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Indemnification Agreement on and as of the day and year first above written.

1STDIBS.COM, INC.

By: _____
Name: _____
Title: _____

INDEMNITEE

_____
Name: _____

Address: _____
_____
_____
_____

Exhibit 10.4

1STDIBS.COM, INC

2011 STOCK OPTION AND GRANT PLAN

Amended and Restated Effective December 14, 2011

This 1stdibs.com, Inc. 2011 Stock Option and Grant Plan (the "Plan") was established by 1stdibs.com, Inc., a Delaware corporation (including any successor entity, the "Company"), effective as of September 2, 2011. The Board of Directors of the Company hereby amends and restates the Plan as set forth herein, effective as of December 14, 2011, subject to approval of the Company's stockholders.

SECTION 1. GENERAL PURPOSE OF THE PLAN; DEFINITIONS

The name of the Plan is the 1stdibs.com, Inc. 2011 Stock Option and Grant Plan. The purpose of the Plan is to encourage and enable the officers, employees, directors, Consultants and other key persons of the Company and its Subsidiaries, upon whose judgment, initiative and efforts the Company largely depends for the successful conduct of its business, to acquire a proprietary interest in the Company.

The following terms shall be defined as set forth below:

"*Affiliate*" of any Person means a Person that directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with the first mentioned Person. A Person shall be deemed to control another Person if such first Person possesses directly or indirectly the power to direct, or cause the direction of, the management and policies of the second Person, whether through the ownership of voting securities, by contract or otherwise.

"*Award*" or "*Awards*," except where referring to a particular category of grant under the Plan, shall include Incentive Stock Options, Non-Qualified Stock Options, Restricted Stock Awards, Unrestricted Stock Awards, Restricted Stock Units or any combination of the foregoing.

"Award Agreement" means a written or electronic agreement setting forth the terms and provisions applicable to an Award granted under the Plan. Each Award Agreement may contain terms and conditions in addition to those set forth in the Plan; *provided, however,* in the event of any conflict in the terms of the Plan and the Award Agreement, the terms of the Plan shall govern**.**

"*Bankruptcy*" shall mean (i) the filing of a voluntary petition under any bankruptcy or insolvency law, or a petition for the appointment of a receiver or the making of an assignment for the benefit of creditors, with respect to the Holder, (ii) the Holder being subjected involuntarily to such a petition or assignment or to an attachment or other legal or equitable interest with respect to the Holder' s assets, which involuntary petition or assignment or attachment is not discharged within 60 days after its date, or (iii) the Holder being subject to a transfer of its Shares or Award(s) by operation of law (including by divorce, even if not insolvent), except by reason of death.

"*Board*" means the Board of Directors of the Company.

"*Cause*" shall have the meaning as set forth in the Award Agreement(s). In the case that any Award Agreement does not contain a definition of "Cause," it shall mean (i) the grantee's dishonest statements or acts with respect to the Company or any Affiliate of the Company, or any current or prospective customers, suppliers vendors or other third parties with which such entity does business; (ii) the grantee's commission of (A) a felony or (B) any misdemeanor involving moral turpitude, deceit, dishonesty or fraud; (iii) the grantee's failure to perform his assigned duties and responsibilities to the reasonable satisfaction of the Company which failure continues, in the reasonable judgment of the Company, after written notice given to the grantee by the Company; (iv) the grantee's gross negligence, willful misconduct or insubordination with respect to the Company or any Affiliate of the Company; or (v) the grantee's material violation of any provision of any agreement(s) between the grantee and the Company relating to noncompetition, nonsolicitation, nondisclosure and/or assignment of inventions.

"*Chief Executive Officer*" means the Chief Executive Officer of the Company or, if there is no Chief Executive Officer, then the President of the Company.

"*Code*" means the Internal Revenue Code of 1986, as amended, and any successor Code, and related rules, regulations and interpretations.

"*Committee*" means the Committee of the Board referred to in Section 2.

"*Consultant*" means any natural person that provides bona fide services to the Company (including a Subsidiary), and such services are not in connection with the offer or sale of securities in a capital-raising transaction and do not directly or indirectly promote or maintain a market for the Company's securities.

"*Disability*" means "disability" as defined in Section 422(c) of the Code.

"*Effective Date*" means September 2, 2011.

"*Exchange Act*" means the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder.

"*Fair Market Value*" of the Stock on any given date means the fair market value of the Stock determined in good faith by the Committee based on the reasonable application of a reasonable valuation method not inconsistent with Section 409A of the Code. If the Stock is admitted to trade on a national securities exchange, the determination shall be made by reference to the closing price reported on such exchange. If there is no closing price for such date, the determination shall be made by reference to the last date preceding such date for which there is a closing price. If the date for which Fair Market Value is determined is the first day when trading prices for the Stock are reported on a national securities exchange, the Fair Market Value shall be the "Price to the Public" (or equivalent) set forth on the cover page for the final prospectus relating to the Company's Initial Public Offering.

"*Good Reason*" shall have the meaning as set forth in the Award Agreement(s). In the case that any Award Agreement does not contain a definition of "Good Reason," it shall mean (i) a material diminution in the grantee's base salary except for across-the-board salary reductions similarly affecting all or substantially all similarly situated employees of the Company or (ii) a change of more than 50 miles in the geographic location at which the grantee provides services to the Company.

"*Grant Date*" means the date that the Committee designates in its approval of an Award in accordance with applicable law as the date on which the Award is granted, which date may not precede the date of such Committee approval.

"*Holder*" means, with respect to an Award or any Shares, the Person holding such Award or Shares, including the initial recipient of the Award or any Permitted Transferee.

"*Incentive Stock Option*" means any Stock Option designated and qualified as an "incentive stock option" as defined in Section 422 of the Code.

"*Initial Public Offering*" means the consummation of the first firm commitment underwritten public offering pursuant to an effective registration statement under the Securities Act covering the offer and sale by the Company of its equity securities, as a result of or following which the Stock shall be publicly held.

"*Non-Qualified Stock Option*" means any Stock Option that is not an Incentive Stock Option.

"*Option*" or "*Stock Option*" means any option to purchase shares of Stock granted pursuant to Section 5.

"*Permitted Transferees*" shall mean any of the following to whom a Holder may transfer Shares hereunder (as set forth in Section 9(a)(ii)(A)): the Holder's child, stepchild, grandchild, parent, stepparent, grandparent, spouse, former spouse, sibling, niece, nephew, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, including adoptive relationships, any person sharing the Holder's household (other than a tenant or employee), a trust in which these persons have more than fifty percent of the beneficial interest, a foundation in which these persons control the management of assets, and any other entity in which these persons own more than fifty percent of the voting interests*; provided, however,* that any such trust does not require or permit distribution of any Shares during the term of the Award Agreement unless subject to its terms. Upon the death of the Holder, the term Permitted Transferees shall also include such deceased Holder's estate, executors, administrators, personal representatives, heirs, legatees and distributees, as the case may be.

"*Person*" shall mean any individual, corporation, partnership (limited or general), limited liability company, limited liability partnership, association, trust, joint venture, unincorporated organization or any similar entity.

"*Repurchase Event*" means (i) a Sale Event or (ii) the Holder's Bankruptcy.

"*Restricted Stock Award*" means Awards granted pursuant to Section 6 and "*Restricted Stock*" means Shares issued pursuant to such Awards.

"*Restricted Stock Unit*" means an Award of phantom stock units to a grantee, which may be settled in cash or Shares as determined by the Committee, pursuant to Section 8.

"*Sale Event*" means the consummation of (i) the dissolution or liquidation of the Company, (ii) the sale of all or substantially all of the assets of the Company on a consolidated basis to an unrelated person or entity, (iii) a merger, reorganization or consolidation pursuant to which the holders of the Company's outstanding voting power immediately prior to such transaction do not own a majority of the outstanding voting power of the surviving or resulting entity (or its ultimate parent, if applicable), (iv) the acquisition of all or a majority of the outstanding voting stock of the Company in a single transaction or a series of related transactions by a Person or group of Persons, or (v) any other acquisition of the business of the Company, as determined by the Board; *provided, however,* that the Company's Initial Public Offering, any subsequent public offering or another capital raising event, or a merger effected solely to change the Company's domicile shall not constitute a "Sale Event."

"*Section 409A*" means Section 409A of the Code and the regulations and other guidance promulgated thereunder.

"*Securities Act*" means the Securities Act of 1933, as amended, and the rules and regulations thereunder.

"*Service Relationship*" means any relationship as a full-time employee, part-time employee, director or other key person (including Consultants) of the Company or any Subsidiary or any successor entity (e.g., a Service Relationship shall be deemed to continue without interruption in the event an individual's status changes from full-time employee to part-time employee or Consultant).

"*Shares*" means shares of Stock.

"*Stock*" means the Common Stock, par value $0.01 per share, of the Company.

"*Subsidiary*" means any corporation or other entity (other than the Company) in which the Company has more than a 50 percent interest, either directly or indirectly.

"*Ten Percent Owner*" means an employee who owns or is deemed to own (by reason of the attribution rules of Section 424(d) of the Code) more than 10 percent of the combined voting power of all classes of stock of the Company or any parent of the Company or any Subsidiary.

"*Termination Event*" means the termination of the Award recipient's Service Relationship with the Company and its Subsidiaries for any reason whatsoever, regardless of the circumstances thereof, and including, without limitation, upon death, disability, retirement, discharge or resignation for any reason, whether voluntarily or involuntarily. The following shall not constitute a Termination Event: (i) a transfer to the service of the Company from a

Subsidiary or from the Company to a Subsidiary, or from one Subsidiary to another Subsidiary or (ii) an approved leave of absence for military service or sickness, or for any other purpose approved by the Committee, if the individual's right to re-employment is guaranteed either by a statute or by contract or under the policy pursuant to which the leave of absence was granted or if the Committee otherwise so provides in writing.

"*Unrestricted Stock Award*" means any Award granted pursuant to Section 7 and "*Unrestricted Stock*" means Shares issued pursuant to such Awards.

SECTION 2. ADMINISTRATION OF PLAN; COMMITTEE AUTHORITY TO SELECT GRANTEES AND DETERMINE AWARDS

(a) Administration of Plan. The Plan shall be administered by the Board, or at the discretion of the Board, by a committee of the Board, comprised of not less than two directors. All references herein to the "Committee" shall be deemed to refer to the group then responsible for administration of the Plan at the relevant time (i.e., either the Board of Directors or a committee or committees of the Board, as applicable).

(b) Powers of Committee. The Committee shall have the power and authority to grant Awards consistent with the terms of the Plan, including the power and authority:

(i) to select the individuals to whom Awards may from time to time be granted;

(ii) to determine the time or times of grant, and the amount, if any, of Incentive Stock Options, Non-Qualified Stock Options, Restricted Stock Awards, Unrestricted Stock Awards, Restricted Stock Units, or any combination of the foregoing, granted to any one or more grantees;

(iii) to determine the number of Shares to be covered by any Award and, subject to the provisions of the Plan, the price, exercise price, conversion ratio or other price relating thereto;

(iv) to determine and, subject to Section 12, to modify from time to time the terms and conditions, including restrictions, not inconsistent with the terms of the Plan, of any Award, which terms and conditions may differ among individual Awards and grantees, and to approve the form of Award Agreements;

(v) to accelerate at any time the exercisability or vesting of all or any portion of any Award;

(vi) to impose any limitations on Awards, including limitations on transfers, repurchase provisions and the like, and to exercise repurchase rights or obligations;

(vii) subject to Section 5(a)(ii) and any restrictions imposed by Section 409A, to extend at any time the period in which Stock Options may be exercised; and

(viii) at any time to adopt, alter and repeal such rules, guidelines and practices for administration of the Plan and for its own acts and proceedings as it shall deem advisable; to interpret the terms and provisions of the Plan and any Award (including Award Agreements); to make all determinations it deems advisable for the administration of the Plan; to decide all disputes arising in connection with the Plan; and to otherwise supervise the administration of the Plan.

All decisions and interpretations of the Committee shall be binding on all persons, including the Company and all Holders.

(c) Award Agreement. Awards under the Plan shall be evidenced by Award Agreements that set forth the terms, conditions and limitations for each Award.

(d) Indemnification. Neither the Board nor the Committee, nor any member of either or any delegate thereof, shall be liable for any act, omission, interpretation, construction or determination made in good faith in connection with the Plan, and the members of the Board and the Committee (and any delegate thereof) shall be entitled in all cases to indemnification and reimbursement by the Company in respect of any claim, loss, damage or expense (including, without limitation, reasonable attorneys' fees) arising or resulting therefrom to the fullest extent permitted by law and/or under the Company's governing documents, including its certificate of incorporation or bylaws, or any directors' and officers' liability insurance coverage which may be in effect from time to time and/or any indemnification agreement between such individual and the Company.

(e) Foreign Award Recipients. Notwithstanding any provision of the Plan to the contrary, in order to comply with the laws in other countries in which the Company and any Subsidiary operate or have employees or other individuals eligible for Awards, the Committee, in its sole discretion, shall have the power and authority to: (i) determine which Subsidiaries, if any, shall be covered by the Plan; (ii) determine which individuals, if any, outside the United States are eligible to participate in the Plan; (iii) modify the terms and conditions of any Award granted to individuals outside the United States to comply with applicable foreign laws; (iv) establish subplans and modify exercise procedures and other terms and procedures, to the extent the Committee determines such actions to be necessary or advisable (and such subplans and/or modifications shall be attached to the Plan as appendices); provided, however, that no such subplans and/or modifications shall increase the share limitation contained in Section 3(a) hereof; and (v) take any action, before or after an Award is made, that the Committee determines to be necessary or advisable to obtain approval or comply with any local governmental regulatory exemptions or approvals.

SECTION 3. STOCK ISSUABLE UNDER THE PLAN; MERGERS AND OTHER TRANSACTIONS; SUBSTITUTION

(a) Stock Issuable. The maximum number of Shares reserved and available for issuance under the Plan shall be 9,432,243 Shares, subject to adjustment as provided in Section 3(b). For purposes of this limitation, the Shares underlying any Awards that are forfeited, canceled, reacquired by the Company prior to vesting, satisfied without the issuance of Stock or otherwise terminated (other than by exercise) and Shares that are withheld upon exercise of an

Option or settlement of an Award to cover the exercise price or tax withholding shall be added back to the Shares available for issuance under the Plan. Subject to such overall limitations, Shares may be issued up to such maximum number pursuant to any type or types of Award, provided that no more than 9,432,243 Shares shall be issued pursuant to Incentive Stock Options. The Shares available for issuance under the Plan may be authorized but unissued Shares or Shares reacquired by the Company. Beginning on the date that the Company becomes subject to Section 162(m) of the Code, Options with respect to no more than 9,432,243 Shares shall be granted to any one individual in any calendar year period.

(b) Changes in Stock. Subject to Section 3(c) hereof, if, as a result of any reorganization, recapitalization, reclassification, stock dividend, stock split, reverse stock split or other similar change in the Company's capital stock, the outstanding Shares are increased or decreased or are exchanged for a different number or kind of shares or other securities of the Company, or additional Shares or new or different shares or other securities of the Company or other non-cash assets are distributed with respect to such Shares or other securities, in each case, without the receipt of consideration by the Company, or, if, as a result of any merger or consolidation, or sale of all or substantially all of the assets of the Company, the outstanding Shares are converted into or exchanged for other securities of the Company or any successor entity (or a parent or subsidiary thereof), the Committee shall make an appropriate and proportionate adjustment in (i) the maximum number of Shares reserved for issuance under the Plan, (ii) the number and kind of Shares or other securities subject to any then outstanding Awards under the Plan, (iii) the repurchase price, if any, per Share subject to each outstanding Award, and (iv) the exercise price for each Share subject to any then outstanding Stock Options under the Plan, without changing the aggregate exercise price (i.e., the exercise price multiplied by the number of Stock Options) as to which such Stock Options remain exercisable. To the extent required, the Committee shall in any event make such adjustments as may be required by Section 25102(o) of the California Corporation Code and the rules and regulations promulgated thereunder. The adjustment by the Committee shall be final, binding and conclusive. No fractional Shares shall be issued under the Plan resulting from any such adjustment, but the Committee in its discretion may make a cash payment in lieu of fractional shares.

(c) Sale Events.

(i) Options.

(A) In the case of and subject to the consummation of a Sale Event, the Plan and all outstanding Options issued hereunder shall terminate upon the effective time of any such Sale Event unless assumed or continued by the successor entity, or new stock options or other awards of the successor entity or parent thereof are substituted therefor, with an equitable or proportionate adjustment as to the number and kind of shares and, if appropriate, the per share exercise prices, as such parties shall agree (after taking into account any acceleration hereunder and/or pursuant to the terms of any Award Agreement).

(B) In the event of the termination of the Plan and all outstanding Options issued hereunder pursuant to Section 3(c), each Holder of Options shall be permitted, within a period of time prior to the consummation of the Sale Event as specified by the Committee, to exercise all such Options which are then exercisable or will become exercisable as of the effective time of the Sale Event; *provided, however*, that the exercise of Options not exercisable prior to the Sale Event shall be subject to the consummation of the Sale Event.

(C) Notwithstanding anything to the contrary in Section 3(c)(i)(A), in the event of a Sale Event, the Company shall have the right, but not the obligation, to make or provide for a cash payment to the Holders of Options, without any consent of the Holders, in exchange for the cancellation thereof, in an amount equal to the difference between (A) the value as determined by the Committee of the consideration payable per share of Stock pursuant to the Sale Event (the "Sale Price") times the number of Shares subject to outstanding Options being cancelled (to the extent then vested and exercisable, including by reason of acceleration in connection with such Sale Event, at prices not in excess of the Sale Price) and (B) the aggregate exercise price of all such outstanding vested and exercisable Options.

(ii) Restricted Stock and Restricted Stock Unit Awards.

(A) In the case of and subject to the consummation of a Sale Event, all Restricted Stock and unvested Restricted Stock Unit Awards (other than those becoming vested as a result of the Sale Event) issued hereunder shall be forfeited immediately prior to the effective time of any such Sale Event unless assumed or continued by the successor entity, or awards of the successor entity or parent thereof are substituted therefor, with an equitable or proportionate adjustment as to the number and kind of shares subject to such awards as such parties shall agree (after taking into account any acceleration hereunder and/or pursuant to the terms of any Award Agreement).

(B) In the event of the forfeiture of Restricted Stock pursuant to Section 3(c)(ii)(A), such Restricted Stock shall be repurchased from the Holder thereof at a price per share equal to the lower of the original per share purchase price paid by the Holder (subject to adjustment as provided in Section 3(b)) or the current Fair Market Value of such Shares, determined immediately prior to the effective time of the Sale Event.

(C) Notwithstanding anything to the contrary in Section 3(c)(ii)(A), in the event of a Sale Event, the Company shall have the right, but not the obligation, to make or provide for a cash payment to the Holders of Restricted Stock or Restricted Stock Unit Awards, without consent of the Holders, in exchange for the cancellation thereof, in an amount equal to the Sale Price times the number of Shares subject to such Awards, to be paid at the time of such Sale Event or upon the later vesting of such Awards.

SECTION 4. ELIGIBILITY

Grantees under the Plan will be such full or part-time officers and other employees, directors, Consultants and key persons of the Company and any Subsidiary who are selected from time to time by the Committee in its sole discretion; provided, however, that Awards shall be granted only to those individuals described in Rule 701(c) of the Securities Act.

SECTION 5. STOCK OPTIONS

Upon the grant of a Stock Option, the Company and the grantee shall enter into an Award Agreement. The terms and conditions of each such Award Agreement shall be determined by the Committee, and such terms and conditions may differ among individual Awards and grantees.

Stock Options granted under the Plan may be either Incentive Stock Options or Non-Qualified Stock Options. Incentive Stock Options may be granted only to employees of the Company or any Subsidiary that is a "subsidiary corporation" within the meaning of Section 424(f) of the Code. To the extent that any Option does not qualify as an Incentive Stock Option, it shall be deemed a Non-Qualified Stock Option.

(a) Terms of Stock Options. The Committee in its discretion may grant Stock Options to those individuals who meet the eligibility requirements of Section 4. Stock Options shall be subject to the following terms and conditions and shall contain such additional terms and conditions, not inconsistent with the terms of the Plan, as the Committee shall deem desirable.

(i) Exercise Price. The exercise price per share for the Shares covered by a Stock Option shall be determined by the Committee at the time of grant but shall not be less than 100 percent of the Fair Market Value on the Grant Date. In the case of an Incentive Stock Option that is granted to a Ten Percent Owner, the exercise price per share for the Shares covered by such Incentive Stock Option shall not be less than 110 percent of the Fair Market Value on the Grant Date.

(ii) Option Term. The term of each Stock Option shall be fixed by the Committee, but no Stock Option shall be exercisable more than ten years from the Grant Date. In the case of an Incentive Stock Option that is granted to a Ten Percent Owner, the term of such Stock Option shall be no more than five years from the Grant Date.

(iii) Exercisability; Rights of a Stockholder. Stock Options shall become exercisable and/or vested at such time or times, whether or not in installments, as shall be determined by the Committee at or after the Grant Date. The Award Agreement may permit a grantee to exercise all or a portion of a Stock Option immediately at grant; provided that the Shares issued upon such exercise shall be subject to restrictions and a vesting schedule identical to the vesting schedule of the related Stock Option, such Shares shall be deemed to be Restricted Stock for purposes of the Plan, and the optionee may be required to enter into an additional or new Award Agreement as a condition to exercise of such Stock Option. An optionee shall have the rights of a stockholder only as to Shares acquired upon the exercise of a Stock Option and not as to unexercised Stock Options. An optionee shall not be deemed to have acquired any Shares unless and until a Stock Option shall have been exercised pursuant to the terms of the Award Agreement and this Plan and the optionee's name has been entered on the books of the Company as a stockholder.

(iv) Method of Exercise. Stock Options may be exercised by an optionee in whole or in part, by the optionee giving written or electronic notice of exercise to the Company, specifying the number of Shares to be purchased. Payment of the purchase price may be made by one or more of the following methods (or any combination thereof) to the extent provided in the Award Agreement:

(A) In cash, by certified or bank check, by wire transfer of immediately available funds, or other instrument acceptable to the Committee;

(B) If permitted by the Committee, by the optionee delivering to the Company a promissory note, if the Board has expressly authorized the loan of funds to the optionee for the purpose of enabling or assisting the optionee to effect the exercise of his or her Stock Option; provided, that at least so much of the exercise price as represents the par value of the Stock shall be paid in cash if required by state law;

(C) If permitted by the Committee and the Initial Public Offering has occurred (or the Stock otherwise becomes publicly-traded), through the delivery (or attestation to the ownership) of Shares that have been purchased by the optionee on the open market or that are beneficially owned by the optionee and are not then subject to restrictions under any Company plan. To the extent required to avoid variable accounting treatment under ASC 718 or other applicable accounting rules, such surrendered Shares if originally purchased from the Company shall have been owned by the optionee for at least six months. Such surrendered Shares shall be valued at Fair Market Value on the exercise date;

(D) If permitted by the Committee and the Initial Public Offering has occurred (or the Stock otherwise becomes publicly-traded), by the optionee delivering to the Company a properly executed exercise notice together with irrevocable instructions to a broker to promptly deliver to the Company cash or a check payable and acceptable to the Company for the purchase price; provided that in the event the optionee chooses to pay the purchase price as so provided, the optionee and the broker shall comply with such procedures and enter into such agreements of indemnity and other agreements as the Committee shall prescribe as a condition of such payment procedure; or

(E) If permitted by the Committee, and only with respect to Stock Options that are not Incentive Stock Options, by a “net exercise” arrangement pursuant to which the Company will reduce the number of Shares issuable upon exercise by the largest whole number of Shares with a Fair Market Value that does not exceed the aggregate exercise price.

Payment instruments will be received subject to collection. No certificates for Shares so purchased will be issued to the optionee or, with respect to uncertificated Stock, no transfer to the optionee on the records of the Company will take place, until the Company has completed all steps it has deemed necessary to satisfy legal requirements relating to the issuance and sale of the Shares, which steps may include, without limitation, (i) receipt of a representation from the optionee at the time of exercise of the Option that the optionee is purchasing the Shares for the optionee’s own account and not with a view to any sale or distribution of the Shares or other

representations relating to compliance with applicable law governing the issuance of securities, (ii) the legending of the certificate (or notation on any book entry) representing the Shares to evidence the foregoing restrictions, and (iii) obtaining from optionee payment or provision for all withholding taxes due as a result of the exercise of the Option. The delivery of certificates representing the shares of Stock (or the transfer to the optionee on the records of the Company with respect to uncertificated Stock) to be purchased pursuant to the exercise of a Stock Option will be contingent upon (A) receipt from the optionee (or a purchaser acting in his or her stead in accordance with the provisions of the Stock Option) by the Company of the full purchase price for such Shares and the fulfillment of any other requirements contained in the Award Agreement or applicable provisions of laws and (B) if required by the Company, the optionee shall have entered into any stockholders agreements or other agreements with the Company and/or certain other of the Company's stockholders relating to the Stock. In the event an optionee chooses to pay the purchase price by previously-owned Shares through the attestation method, the number of Shares transferred to the optionee upon the exercise of the Stock Option shall be net of the number of Shares attested to.

(b) Annual Limit on Incentive Stock Options. To the extent required for "incentive stock option" treatment under Section 422 of the Code, the aggregate Fair Market Value (determined as of the Grant Date) of the Shares with respect to which Incentive Stock Options granted under the Plan and any other plan of the Company or its parent and any Subsidiary that become exercisable for the first time by an optionee during any calendar year shall not exceed $100,000 or such other limit as may be in effect from time to time under Section 422 of the Code. To the extent that any Stock Option exceeds this limit, it shall constitute a Non-Qualified Stock Option.

SECTION 6. RESTRICTED STOCK AWARDS

(a) Nature of Restricted Stock Awards. The Committee may, in its sole discretion, grant (or sell at par value or such other purchase price determined by the Committee) to an eligible individual under Section 4 hereof a Restricted Stock Award under the Plan. The Committee shall determine the restrictions and conditions applicable to each Restricted Stock Award at the time of grant. Conditions may be based on continuing employment (or other Service Relationship), achievement of pre-established performance goals and objectives and/or such other criteria as the Committee may determine. Upon the grant of a Restricted Stock Award, the Company and the grantee shall enter into an Award Agreement. The terms and conditions of each such Award Agreement shall be determined by the Committee, and such terms and conditions may differ among individual Awards and grantees.

(b) Rights as a Stockholder. Upon the grant of the Restricted Stock Award and payment of any applicable purchase price, a grantee of Restricted Stock shall be considered the record owner of and shall be entitled to vote the Restricted Stock if, and to the extent, such Shares are entitled to voting rights, subject to such conditions contained in the Award Agreement. The grantee shall be entitled to receive all dividends and any other distributions declared on the Shares; provided, however, that the Company is under no duty to declare any such dividends or to make any such distribution. Unless the Committee shall otherwise determine, certificates evidencing the Restricted Stock shall remain in the possession of the Company until such Restricted Stock is vested as provided in subsection (d) below of this Section, and the grantee shall be required, as a condition of the grant, to deliver to the Company a stock power endorsed in blank and such other instruments of transfer as the Committee may prescribe.

(c) Restrictions. Restricted Stock may not be sold, assigned, transferred, pledged or otherwise encumbered or disposed of except as specifically provided herein or in the Award Agreement. Except as may otherwise be provided by the Committee either in the Award Agreement or, subject to Section 12 below, in writing after the Award Agreement is issued, if a grantee's Service Relationship with the Company and any Subsidiary terminates, the Company or its assigns shall have the right, as may be specified in the relevant instrument, to repurchase some or all of the Shares subject to the Award at such purchase price as is set forth in the Award Agreement.

(d) Vesting of Restricted Stock. The Committee at the time of grant shall specify in the Award Agreement the date or dates and/or the attainment of pre-established performance goals, objectives and other conditions on which the substantial risk of forfeiture imposed shall lapse and the Restricted Stock shall become vested, subject to such further rights of the Company or its assigns as may be specified in the Award Agreement.

SECTION 7. UNRESTRICTED STOCK AWARDS

The Committee may, in its sole discretion, grant (or sell at par value or such other purchase price determined by the Committee) to an eligible person under Section 4 hereof an Unrestricted Stock Award under the Plan. Unrestricted Stock Awards may be granted in respect of past services or other valid consideration, or in lieu of cash compensation due to such grantee.

SECTION 8. RESTRICTED STOCK UNITS

(a) Nature of Restricted Stock Units. The Committee may, in its sole discretion, grant to an eligible person under Section 4 hereof Restricted Stock Units under the Plan. The Committee shall determine the restrictions and conditions applicable to each Restricted Stock Unit at the time of grant. Vesting conditions may be based on continuing employment (or other Service Relationship), achievement of pre-established performance goals and objectives and/or other such criteria as the Committee may determine. Upon the grant of Restricted Stock Units, the grantee and the Company shall enter into an Award Agreement. The terms and conditions of each such Award Agreement shall be determined by the Committee and may differ among individual Awards and grantees. On or promptly following the vesting date or dates applicable to any Restricted Stock Unit, but in no event later than March 15 of the year following the year in which such vesting occurs, such Restricted Stock Unit(s) shall be settled in the form of cash or shares of Stock, as specified in the Award Agreement. Restricted Stock Units may not be sold, assigned, transferred, pledged, or otherwise encumbered or disposed of.

(b) Rights as a Stockholder. A grantee shall have the rights of a stockholder only as to Shares, if any, acquired upon settlement of Restricted Stock Units. A grantee shall not be deemed to have acquired any such Shares unless and until the Restricted Stock Units shall have been settled in Shares pursuant to the terms of the Plan and the Award Agreement, the Company shall have issued and delivered a certificate representing the Shares to the grantee (or transferred on the records of the Company with respect to uncertificated stock), and the grantee's name has been entered in the books of the Company as a stockholder.

(c) Termination. Except as may otherwise be provided by the Committee either in the Award Agreement or in writing after the Award Agreement is issued, a grantee's right in all Restricted Stock Units that have not vested shall automatically terminate upon the grantee's cessation of Service Relationship with the Company and any Subsidiary for any reason.

SECTION 9. TRANSFER RESTRICTIONS; COMPANY RIGHT OF FIRST REFUSAL; COMPANY REPURCHASE RIGHTS

(a) Restrictions on Transfer.

(i) Non-Transferability of Stock Options. Stock Options and, prior to exercise, the Shares issuable upon exercise of such Stock Option, shall not be transferable by the optionee otherwise than by will, or by the laws of descent and distribution, and all Stock Options shall be exercisable, during the optionee's lifetime, only by the optionee, or by the optionee's legal representative or guardian in the event of the optionee's incapacity. Notwithstanding the foregoing, the Committee, in its sole discretion, may provide in the Award Agreement regarding a given Stock Option that the optionee may transfer by gift, without consideration for the transfer, his or her Non-Qualified Stock Options to his or her family members (as defined in Rule 701 of the Securities Act), to trusts for the benefit of such family members, or to partnerships in which such family members are the only partners (to the extent such trusts or partnerships are considered "family members" for purposes of Rule 701 of the Securities Act), provided that the transferee agrees in writing with the Company to be bound by all of the terms and conditions of this Plan and the applicable Award Agreement, including the execution of a stock power upon the issuance of Shares. Stock Options, and the Shares issuable upon exercise of such Stock Options, shall be restricted as to any pledge, hypothecation, or other transfer, including any short position, any "put equivalent position" (as defined in the Exchange Act) or any "call equivalent position" (as defined in the Exchange Act) prior to exercise.

(ii) Shares. No Shares shall be sold, assigned, transferred, pledged, hypothecated, given away or in any other manner disposed of or encumbered, whether voluntarily or by operation of law, unless (i) the transfer is in compliance with the terms of the applicable Award Agreement, all applicable securities laws (including, without limitation, the Securities Act), and with the terms and conditions of this Section 9, (ii) the transfer does not cause the Company to become subject to the reporting requirements of the Exchange Act, and (iii) the transferee consents in writing to be bound by the provisions of the Plan and the Award Agreement, including this Section 9. In connection with any proposed transfer, the Committee may require the transferor to provide at the transferor's own expense an opinion of counsel to the transferor, satisfactory to the Committee, that such transfer is in compliance with all foreign, federal and state securities laws (including, without limitation, the Securities Act). Any attempted transfer of Shares not in accordance with the terms and conditions of this Section 9 shall be null and void, and the Company shall not reflect on its records any change in record ownership of any Shares as a result of any such transfer, shall otherwise refuse to recognize any such transfer and shall not in any way give effect to any such transfer of Shares. The Company shall be entitled to seek protective orders, injunctive relief and other remedies available at law or

in equity including, without limitation, seeking specific performance or the rescission of any transfer not made in strict compliance with the provisions of this Section 9. Subject to the foregoing general provisions, and unless otherwise provided in the applicable Award Agreement, Shares may be transferred pursuant to the following specific terms and conditions (provided that with respect to any transfer of Restricted Stock, all vesting and forfeiture provisions shall continue to apply with respect to the original recipient):

(A) Transfers to Permitted Transferees. The Holder may transfer any or all of the Shares to one or more Permitted Transferees; *provided, however*, that following such transfer, such Shares shall continue to be subject to the terms of this Plan (including this Section 9) and such Permitted Transferee(s) shall, as a condition to any such transfer, deliver a written acknowledgment to that effect to the Company and shall deliver a stock power to the Company with respect to the Shares. Notwithstanding the foregoing, the Holder may not transfer any of the Shares to a Person whom the Company reasonably determines is a direct competitor or a potential competitor of the Company or any of its Subsidiaries.

(B) Transfers Upon Death. Upon the death of the Holder, any Shares then held by the Holder at the time of such death and any Shares acquired after the Holder's death by the Holder's legal representative shall be subject to the provisions of this Plan, and the Holder's estate, executors, administrators, personal representatives, heirs, legatees and distributees shall be obligated to convey such Shares to the Company or its assigns under the terms contemplated by the Plan and the Award Agreement.

(b) Right of First Refusal. In the event that a Holder desires at any time to sell or otherwise transfer all or any part of his or her Shares (other than shares of Restricted Stock which by their terms are not transferrable), the Holder first shall give written notice to the Company of the Holder's intention to make such transfer. Such notice shall state the number of Shares that the Holder proposes to sell (the "Offered Shares"), the price and the terms at which the proposed sale is to be made and the name and address of the proposed transferee. At any time within 30 days after the receipt of such notice by the Company, the Company or its assigns may elect to purchase all or any portion of the Offered Shares at the price and on the terms offered by the proposed transferee and specified in the notice. The Company or its assigns shall exercise this right by mailing or delivering written notice to the Holder within the foregoing 30-day period. If the Company or its assigns elect to exercise its purchase rights under this Section 9(b), the closing for such purchase shall, in any event, take place within 45 days after the receipt by the Company of the initial notice from the Holder. In the event that the Company or its assigns do not elect to exercise such purchase right, or in the event that the Company or its assigns do not pay the full purchase price within such 45-day period, the Holder may, within 60 days thereafter, sell the Offered Shares to the proposed transferee and at the same price and on the same terms as specified in the Holder's notice. Any Shares not sold to the proposed transferee shall remain subject to the Plan. If the Holder is a party to any stockholders agreements or other agreements with the Company and/or certain other of the Company's stockholders relating to the Shares, (i) the transferring Holder shall comply with the requirements of such stockholders agreements or other agreements relating to any proposed transfer of the Offered Shares, and (ii) any proposed transferee that purchases Offered Shares shall enter into such stockholders agreements or other agreements with the Company and/or certain of the Company's stockholders relating to the Offered Shares on the same terms and in the same capacity as the transferring Holder.

(c) Company's Right of Repurchase.

(i) Right of Repurchase for Shares Issued Upon the Exercise of an Option. The Company or its assigns shall have the right and option upon a Repurchase Event to repurchase from a Holder some or all (as determined by the Company) of the Shares acquired upon exercise of a Stock Option by such Holder at the price per share specified below. In addition, upon a Termination Event, the Company or its assigns shall have the right and option to repurchase from a Holder of Shares acquired upon exercise of a Stock Option which are still subject to a risk of forfeiture as of the Termination Event. Such repurchase rights may be exercised by the Company within the later of (A) six months following the date of such Repurchase Event or (B) seven months after the acquisition of Shares upon exercise of a Stock Option. The repurchase price shall be equal to (i) in the case of Shares that are not subject to a risk of forfeiture as of the Repurchase Event, the Fair Market Value of the Shares, determined as of the date the Committee elects to exercise its repurchase rights in connection with a Repurchase Event and (ii) in the case of Shares that are still subject to a risk of forfeiture as of the Repurchase Event or Termination Event (as applicable), the lower of the original per share price paid by the Holder, subject to adjustment as provided in Section 3(b) of the Plan, or the current Fair Market Value of such Shares as of the date the Company elects to exercise its repurchase rights in connection with a Repurchase Event or Termination Event (as applicable).

(ii) Right of Repurchase With Respect to Restricted Stock and Shares issued pursuant to an Unrestricted Stock Award or Restricted Stock Unit Award. Unless otherwise set forth in the Award Agreement in connection with a Restricted Stock Award, Unrestricted Stock Award or Restricted Stock Unit Award, the Company or its assigns shall have the right and option upon a Repurchase Event to repurchase from a Holder of Shares received pursuant to a Restricted Stock Award, Unrestricted Stock Award or Restricted Stock Unit Award some or all (as determined by the Company) of such Shares at the price per share specified below. In addition, upon a Termination Event, the Company or its assigns shall have the right and option to repurchase from a Holder of Shares received pursuant to a Restricted Stock Award any Shares that are still subject to a risk of forfeiture as of the Termination Event. Such repurchase right may be exercised by the Company within six months following the date of such Repurchase Event or Termination Event as applicable. The repurchase price shall be (i) in the case of Shares that are vested as of the date of the Repurchase Event, the Fair Market Value of such Shares as of the date the Company elects to exercise its repurchase rights in connection with a Repurchase Event and (ii) in the case of Shares that are still subject to a risk of forfeiture as of the date of the Repurchase Event or Termination Event (as applicable), the lower of the original per share purchase price paid by the Holder, subject to adjustment as provided in Section 3(b) of the Plan, or the current Fair Market Value of such Shares as of the date the Company elects to exercise its repurchase rights in connection with a Repurchase Event or Termination Event (as applicable).

(iii) Procedure. Any repurchase right of the Company shall be exercised by the Company or its assigns by giving the Holder written notice on or before the last day of the repurchase period of its intention to exercise such repurchase right. Upon such notification, the Holder shall promptly surrender to the Company, free and clear of any liens or encumbrances, any certificates representing the Shares being purchased, together with a duly executed stock power for the transfer of such Shares to the Company or the Company's assignee or assignees. Upon the Company's or its assignee's receipt of the certificates from the Holder, the Company or its assignee or assignees shall deliver to him, her or them a check for the applicable repurchase price; *provided, however*, that the Company may pay the repurchase price by offsetting and canceling any indebtedness then owed by the Holder to the Company.

(d) Reserved.

(e) Escrow Arrangement.

(i) Escrow. In order to carry out the provisions of this Section 9 of this Plan more effectively, the Company shall hold any Shares issued pursuant to Awards granted under the Plan in escrow together with separate stock powers executed by the Holder in blank for transfer. The Company shall not dispose of the Shares except as otherwise provided in this Plan. In the event of any repurchase by the Company (or any of its assigns), the Company is hereby authorized by the Holder, as the Holder's attorney-in-fact, to date and complete the stock powers necessary for the transfer of the Shares being purchased and to transfer such Shares in accordance with the terms hereof. At such time as any Shares are no longer subject to the Company's repurchase and first refusal rights, the Company shall, at the written request of the Holder, deliver to the Holder a certificate representing such Shares with the balance of the Shares to be held in escrow pursuant to this Section.

(ii) Remedy. Without limitation of any other provision of this Plan or other rights, in the event that a Holder or any other Person is required to sell a Holder's Shares pursuant to the provisions of Sections 9(b) or (c) hereof and in the further event that he or she refuses or for any reason fails to deliver to the Company or its designated purchaser of such Shares the certificate or certificates evidencing such Shares together with a related stock power, the Company or such designated purchaser may deposit the applicable purchase price for such Shares with a bank designated by the Company, or with the Company's independent public accounting firm, as agent or trustee, or in escrow, for such Holder or other Person, to be held by such bank or accounting firm for the benefit of and for delivery to him, her, them or it, and/or, in its discretion, pay such purchase price by offsetting any indebtedness then owed by such Holder as provided above. Upon any such deposit and/or offset by the Company or its designated purchaser of such amount and upon notice to the Person who was required to sell the Shares to be sold pursuant to the provisions of Sections 9(b) or (c), such Shares shall at such time be deemed to have been sold, assigned, transferred and conveyed to such purchaser, such Holder shall have no further rights thereto (other than the right to withdraw the payment thereof held in escrow, if applicable), and the Company shall record such transfer in its stock transfer book or in any appropriate manner.

(f) Lockup Provision. If requested by the Company, a Holder shall not sell or otherwise transfer or dispose of any Shares (including, without limitation, pursuant to Rule 144 under the Securities Act) held by him or her for such period following the effective date of a public offering by the Company of Shares as the Company shall specify reasonably and in good faith. If requested by the underwriter engaged by the Company, each Holder shall execute a separate letter confirming his or her agreement to comply with this Section.

(g) Adjustments for Changes in Capital Structure. If, as a result of any reorganization, recapitalization, reclassification, stock dividend, stock split, reverse stock split or other similar change in the Common Stock, the outstanding Shares are increased or decreased or are exchanged for a different number or kind of securities of the Company, the restrictions contained in this Section 9 shall apply with equal force to additional and/or substitute securities, if any, received by Holder in exchange for, or by virtue of his or her ownership of, Shares.

(h) Termination. The terms and provisions of Section 9(b) and Section 9(c) (except for the Company's right to repurchase Shares still subject to a risk of forfeiture upon a Termination Event) shall terminate upon the closing of the Company's Initial Public Offering or upon consummation of any Sale Event, in either case as a result of which Shares are registered under Section 12 of the Exchange Act and publicly-traded on any national security exchange.

SECTION 10. TAX WITHHOLDING

(a) Payment by Grantee. Each grantee shall, no later than the date as of which the value of an Award or of any Shares or other amounts received thereunder first becomes includable in the gross income of the grantee for income tax purposes, pay to the Company, or make arrangements satisfactory to the Committee regarding payment of, any Federal, state, or local taxes of any kind required by law to be withheld by the Company with respect to such income. The Company and any Subsidiary shall, to the extent permitted by law, have the right to deduct any such taxes from any payment of any kind otherwise due to the grantee. The Company's obligation to deliver stock certificates (or evidence of book entry) to any grantee is subject to and conditioned on any such tax withholding obligations being satisfied by the grantee.

(b) Payment in Stock. The Company's minimum required tax withholding obligation may be satisfied, in whole or in part, by the Company withholding from Shares to be issued pursuant to an Award a number of Shares having an aggregate Fair Market Value (as of the date the withholding is effected) that would satisfy the minimum withholding amount due.

SECTION 11. SECTION 409A AWARDS.

To the extent that any Award is determined to constitute "nonqualified deferred compensation" within the meaning of Section 409A (a "409A Award"), the Award shall be subject to such additional rules and requirements as may be specified by the Committee from time to time. In this regard, if any amount under a 409A Award is payable upon a "separation from service" (within the meaning of Section 409A) to a grantee who is considered a "specified employee" (within the meaning of Section 409A), then no such payment shall be made prior to the date that is the earlier of (i) six months and one day after the grantee's separation from service, or (ii) the grantee's death, but only to the extent such delay is necessary to prevent such payment from being subject to interest, penalties and/or additional tax imposed pursuant to Section 409A. The Company makes no representation or warranty and shall have no liability to any grantee under the Plan or any other Person with respect to any penalties or taxes under Section 409A that are, or may be, imposed with respect to any Award.

SECTION 12. AMENDMENTS AND TERMINATION

The Board may, at any time, amend or discontinue the Plan and the Committee may, at any time, amend or cancel any outstanding Award for the purpose of satisfying changes in law or for any other lawful purpose, but no such action shall adversely affect rights under any outstanding Award without the consent of the holder of the Award. The Committee may exercise its discretion to reduce the exercise price of outstanding Stock Options or effect repricing through cancellation of outstanding Stock Options and by granting such holders new Awards in replacement of the cancelled Stock Options. To the extent determined by the Committee to be required either by the Code to ensure that Incentive Stock Options granted under the Plan are qualified under Section 422 of the Code or otherwise, Plan amendments shall be subject to approval by the Company stockholders entitled to vote at a meeting of stockholders. Nothing in this Section 12 shall limit the Board's or Committee's authority to take any action permitted pursuant to Section 3(c). The Board reserves the right to amend the Plan and/or the terms of any outstanding Stock Options to the extent reasonably necessary to comply with the requirements of the exemption pursuant to paragraph (f)(4) of Rule 12h-1 of the Exchange Act.

SECTION 13. STATUS OF PLAN

With respect to the portion of any Award that has not been exercised and any payments in cash, Stock or other consideration not received by a grantee, a grantee shall have no rights greater than those of a general creditor of the Company unless the Committee shall otherwise expressly so determine in connection with any Award.

SECTION 14. GENERAL PROVISIONS

(a) No Distribution; Compliance with Legal Requirements. The Committee may require each person acquiring Shares pursuant to an Award to represent to and agree with the Company in writing that such person is acquiring the Shares without a view to distribution thereof. No Shares shall be issued pursuant to an Award until all applicable securities law and other legal and stock exchange or similar requirements have been satisfied. The Committee may require the placing of such stop-orders and restrictive legends on certificates for Stock and Awards as it deems appropriate.

(b) Delivery of Stock Certificates. Stock certificates to grantees under the Plan shall be deemed delivered for all purposes when the Company or a stock transfer agent of the Company shall have mailed such certificates in the United States mail, addressed to the grantee, at the grantee's last known address on file with the Company; provided that stock certificates to be held in escrow pursuant to Section 9 of the Plan shall be deemed delivered when the Company shall have recorded the issuance in its records. Uncertificated Stock shall be deemed delivered for all purposes when the Company or a stock transfer agent of the Company shall have given to the grantee by electronic mail (with proof of receipt) or by United States mail, addressed to the grantee, at the grantee's last known address on file with the Company, notice of issuance and recorded the issuance in its records (which may include electronic "book entry" records).

(c) No Employment Rights**.** The adoption of the Plan and the grant of Awards do not confer upon any Person any right to continued employment or Service Relationship with the Company or any Subsidiary.

(d) Trading Policy Restrictions. Option exercises and other Awards under the Plan shall be subject to the Company's insider trading policy-related restrictions, terms and conditions as may be established by the Committee, or in accordance with policies set by the Committee, from time to time.

(e) Designation of Beneficiary. Each grantee to whom an Award has been made under the Plan may designate a beneficiary or beneficiaries to exercise any Award on or after the grantee's death or receive any payment under any Award payable on or after the grantee's death. Any such designation shall be on a form provided for that purpose by the Committee and shall not be effective until received by the Committee. If no beneficiary has been designated by a deceased grantee, or if the designated beneficiaries have predeceased the grantee, the beneficiary shall be the grantee's estate.

(f) Legend. Any certificate(s) representing the Shares shall carry substantially the following legend (and with respect to uncertificated Stock, the book entries evidencing such shares shall contain the following notation):

> THE TRANSFERABILITY OF THIS CERTIFICATE AND THE SHARES OF STOCK REPRESENTED HEREBY ARE SUBJECT TO THE RESTRICTIONS, TERMS AND CONDITIONS (INCLUDING REPURCHASE AND RESTRICTIONS AGAINST TRANSFERS) CONTAINED IN THE AMENDED AND RESTATED 1STDIBS.COM, INC. 2011 STOCK OPTION AND GRANT PLAN AND ANY AGREEMENTS ENTERED INTO THEREUNDER BY AND BETWEEN THE COMPANY AND THE HOLDER OF THIS CERTIFICATE (A COPY OF WHICH IS AVAILABLE AT THE OFFICES OF THE COMPANY FOR EXAMINATION).

(g) Information to Holders of Options. In the event the Company is relying on the exemption from the registration requirements of Section 12(g) of the Exchange Act contained in paragraph (f)(1) of Rule 12h-1 of the Exchange Act, the Company shall provide the information described in Rule 701(e)(3), (4) and (5) of the Securities Act to all holders of Options in accordance with the requirements thereunder. The foregoing notwithstanding, the Company shall not be required to provide such information unless the optionholder has agreed in writing, on a form prescribed by the Company, to keep such information confidential.

SECTION 15. EFFECTIVE DATE OF PLAN

The Plan shall become effective upon adoption by the Board and shall be approved by stockholders in accordance with applicable state law and the Company's articles of incorporation and bylaws within 12 months thereafter. If the stockholders fail to approve the Plan within 12 months after its adoption by the Board of Directors, then any Awards granted or sold under the Plan shall be rescinded and no additional grants or sales shall thereafter be made under the Plan. Subject to such approval by stockholders and to the requirement that no Shares may be issued hereunder prior to such approval, Stock Options and other Awards may be granted hereunder on and after adoption of the Plan by the Board. No grants of Stock Options and other Awards may be made hereunder after the tenth anniversary of the date the Plan is adopted by the Board or the date the Plan is approved by the Company's stockholders, whichever is earlier.

SECTION 16. GOVERNING LAW

This Plan, all Awards and any controversy arising out of or relating to this Plan and all Awards shall be governed by and construed in accordance with the General Corporation Law of the State of Delaware as to matters within the scope thereof, and as to all other matters shall be governed by and construed in accordance with the internal laws of New York, without regard to conflict of law principles that would result in the application of any law other than the law of the State of New York.

DATE ADOPTED BY THE BOARD OF DIRECTORS: December 14, 2011

DATE APPROVED BY THE STOCKHOLDERS: December 14, 2011

1STDIBS.COM, INC.

ADDENDUM TO 2011 STOCK OPTION AND GRANT PLAN

On February 7, 2019, the Board of Directors of the Company approved an amendment to the Plan to increase the number of shares of Common Stock subject to and reserved for issuance pursuant to the Plan from 18,595,983 shares to 21,091,260 shares. The amendment to the Plan was approved by the stockholders of the Company on February 7, 2019. Subsequently, on February 10, 2021, the Board of Directors of the Company approved an amendment to the Plan to increase the number of shares of Common Stock subject to and reserved for issuance pursuant to the Plan from 21,091,260 shares to 28,091,260 shares, which was approved by our stockholders in March 2021. This Addendum serves as confirmation that the number of shares of Common Stock subject to and reserved for issuance pursuant to the Plan as set forth in Section 3(a) of the Plan is increased from 21,091,260 shares to 28,091,260 shares effective as of February 10, 2021.

INCENTIVE STOCK OPTION GRANT NOTICE
UNDER THE 1STDIBS.COM, INC.
2011 STOCK OPTION AND GRANT PLAN

Pursuant to the 1stdibs.com, Inc. 2011 Stock Option and Grant Plan (the "Plan"), 1stdibs.com, Inc., a Delaware corporation (together with any successor, the "Company"), has granted to the individual named below, an option (the "Stock Option") to purchase on or prior to the Expiration Date, or such earlier date as is specified herein, all or any part of the number of shares of Common Stock, par value $0.01 per share ("Common Stock"), of the Company indicated below (the "Shares"), at the Option Exercise Price per share, subject to the terms and conditions set forth in this Incentive Stock Option Grant Notice (the "Grant Notice"), the attached Incentive Stock Option Agreement (the "Agreement") and the Plan. This Stock Option is intended to qualify as an "incentive stock option" as defined in Section 422(b) of the Internal Revenue Code of 1986, as amended from time to time (the "Code"). To the extent that any portion of the Stock Option does not so qualify, it shall be deemed a non-qualified stock option.

Name of Optionee:	_____ (the "Optionee")
No. of Shares:	_____ Shares of Common Stock
Grant Date:	_____
Vesting Commencement Date:	_____ (the "Vesting Commencement Date")
Expiration Date:	_____ (the "Expiration Date")
Option Exercise Price/Share:	$_____ (the "Option Exercise Price")
Vesting Schedule:	_____
Attachments:	Incentive Stock Option Agreement, 2011 Stock Option and Grant Plan

INCENTIVE STOCK OPTION AGREEMENT
UNDER THE 1STDIBS.COM, INC.
2011 STOCK OPTION AND GRANT PLAN

All capitalized terms used herein and not otherwise defined shall have the respective meanings set forth in the Grant Notice and the Plan.

1. Vesting, Exercisability and Termination.

(a) No portion of this Stock Option may be exercised until such portion shall have vested and become exercisable.

(b) Except as set forth below, and subject to the determination of the Committee in its sole discretion to accelerate the vesting schedule hereunder, this Stock Option shall be vested and exercisable on the respective dates indicated below:

(i) This Stock Option shall initially be unvested and unexercisable.

(ii) This Stock Option shall vest and become exercisable in accordance with the Vesting Schedule set forth in the Grant Notice.

(c) Termination. Except as may otherwise be provided by the Committee, if the Optionee's Service Relationship is terminated, the period within which to exercise this Stock Option will be subject to earlier termination as set forth below (and if not exercised within such period, shall thereafter terminate subject, in each case, to Section 3(c) of the Plan):

(i) Termination Due to Death or Disability. If the Optionee's Service Relationship terminates by reason of such Optionee's death or Disability, this Stock Option may be exercised, to the extent exercisable on the date of such termination, by the Optionee, the Optionee's legal representative or legatee for a period of 12 months from the date of death or Disability or until the Expiration Date, if earlier.

(ii) Other Termination. If the Optionee's Service Relationship terminates for any reason other than death or Disability, and unless otherwise determined by the Committee, this Stock Option may be exercised, to the extent exercisable on the date of termination, for a period of 90 days from the date of termination or until the Expiration Date, if earlier; provided however, if the Optionee's Service Relationship is terminated for Cause, this Stock Option shall terminate immediately upon the date of such termination.

For purposes hereof, the Committee's determination of the reason for termination of the Optionee's Service Relationship shall be conclusive and binding on the Optionee and his or her representatives or legatees. Any portion of this Stock Option that is not vested and exercisable on the date of termination of the Service Relationship shall terminate immediately and be null and void.

(d) It is understood and intended that this Stock Option is intended to qualify as an "incentive stock option" as defined in Section 422 of the Code to the extent permitted under applicable law. Accordingly, the Optionee understands that in order to obtain the benefits of an incentive stock option under Section 422 of the Code, no sale or other disposition may be made of Shares for which incentive stock option treatment is desired within the one-year period beginning on the day after the day of the transfer of such Shares to him or her, nor within the two-year period beginning on the day after Grant Date of this Stock Option and further that this Stock Option must be exercised within three months after termination of employment as an employee (or 12 months in the case of death or disability) to qualify as an incentive stock option. If the Optionee disposes (whether by sale, gift, transfer or otherwise) of any such Shares within either of these periods, he or she will notify the Company within 30 days after such disposition. The Optionee also agrees to provide the Company with any information concerning any such dispositions required by the Company for tax purposes. Further, to the extent this Stock Option and any other incentive stock options of the Optionee having an aggregate Fair Market Value in excess of $100,000 (determined as of the Grant Date) first become exercisable in any year, such options will not qualify as incentive stock options.

2. Exercise of Stock Option.

(a) The Optionee may exercise this Stock Option only in the following manner: Prior to the Expiration Date, the Optionee may deliver a Stock Option exercise notice (an "Exercise Notice") in the form of Appendix A hereto indicating his or her election to purchase some or all of the Shares with respect to which this Stock Option is then exercisable. Such notice shall specify the number of Shares to be purchased. Payment of the purchase price may be made by one or more of the methods described in Section 5 of the Plan, subject to the limitations contained in such Section of the Plan, including the requirement that the Committee specifically approve in advance certain payment methods.

(b) Notwithstanding any other provision hereof or of the Plan, no portion of this Stock Option shall be exercisable after the Expiration Date.

3. Incorporation of Plan. Notwithstanding anything herein to the contrary, this Stock Option shall be subject to and governed by all the terms and conditions of the Plan.

4. Transferability of Stock Option. This Stock Option is personal to the Optionee and is not transferable by the Optionee in any manner other than by will or by the laws of descent and distribution. The Stock Option may be exercised during the Optionee's lifetime only by the Optionee (or by the Optionee's guardian or personal representative in the event of the Optionee's incapacity). The Optionee may elect to designate a beneficiary by providing written notice of the name of such beneficiary to the Company, and may revoke or change such designation at any time by filing written notice of revocation or change with the Company; such beneficiary may exercise the Optionee's Stock Option in the event of the Optionee's death to the extent provided herein. If the Optionee does not designate a beneficiary, or if the designated beneficiary predeceases the Optionee, the legal representative of the Optionee may exercise this Stock Option to the extent provided herein in the event of the Optionee's death.

5. Restrictions on Transfer of Shares. The Shares acquired upon exercise of the Stock Option shall be subject to certain transfer restrictions and other limitations including, without limitation, the provisions contained in Section 9 of the Plan.

6. Miscellaneous Provisions.

(a) Equitable Relief. The parties hereto agree and declare that legal remedies may be inadequate to enforce the provisions of this Agreement and that equitable relief, including specific performance and injunctive relief, may be used to enforce the provisions of this Agreement.

(b) Adjustments for Changes in Capital Structure. If, as a result of any reorganization, recapitalization, reincorporation, reclassification, stock dividend, stock split, reverse stock split or other similar change in the Common Stock, the outstanding shares of Common Stock are increased or decreased or are exchanged for a different number or kind of securities of the Company, the restrictions contained in this Agreement shall apply with equal force to additional and/or substitute securities, if any, received by the Optionee in exchange for, or by virtue of his or her ownership of, this Stock Option or Shares acquired pursuant thereto.

(c) Change and Modifications. This Agreement may not be orally changed, modified or terminated, nor shall any oral waiver of any of its terms be effective. This Agreement may be changed, modified or terminated only by an agreement in writing signed by the Company and the Optionee.

(d) Governing Law. This Agreement shall be governed by and construed in accordance with the General Corporation Law of the State of Delaware as to matters within the scope thereof, and as to all other matters shall be governed by and construed in accordance with the internal laws of New York, without regard to conflict of law principles that would result in the application of any law other than the law of the State of New York.

(e) Headings. The headings are intended only for convenience in finding the subject matter and do not constitute part of the text of this Agreement and shall not be considered in the interpretation of this Agreement.

(f) Saving Clause. If any provision(s) of this Agreement shall be determined to be illegal or unenforceable, such determination shall in no manner affect the legality or enforceability of any other provision hereof.

(g) Notices. All notices, requests, consents and other communications shall be in writing and be deemed given when delivered personally, by telex or facsimile transmission or when received if mailed by first class registered or certified mail, postage prepaid. Notices to the Company or the Optionee shall be addressed as set forth underneath their signatures below, or to such other address or addresses as may have been furnished by such party in writing to the other.

(h) Benefit and Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors, assigns, and legal representatives. The Company has the right to assign this Agreement, and such assignee shall become entitled to all the rights of the Company hereunder to the extent of such assignment.

(i) Counterparts. For the convenience of the parties and to facilitate execution, this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

(j) Integration. This Agreement constitutes the entire agreement between the parties with respect to this Stock Option and supersedes all prior agreements and discussions between the parties concerning such subject matter.

7. Dispute Resolution.

(a) Except as provided below, any dispute arising out of or relating to the Plan or this Stock Option, this Agreement, or the breach, termination or validity of the Plan, this Stock Option or this Agreement, shall be finally settled by binding arbitration conducted expeditiously in accordance with the J.A.M.S./Endispute Comprehensive Arbitration Rules and Procedures (the "J.A.M.S. Rules"). The arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. Sections 1 16, and judgment upon the award rendered by the arbitrators may be entered by any court having jurisdiction thereof. The place of arbitration shall be New York, NY.

(b) The arbitration shall commence within 60 days of the date on which a written demand for arbitration is filed by any party hereto. In connection with the arbitration proceeding, the arbitrator shall have the power to order the production of documents by each party and any third-party witnesses. In addition, each party may take up to three depositions as of right, and the arbitrator may in his or her discretion allow additional depositions upon good cause shown by the moving party. However, the arbitrator shall not have the power to order the answering of interrogatories or the response to requests for admission. In connection with any arbitration, each party to the arbitration shall provide to the other, no later than seven business days before the date of the arbitration, the identity of all persons that may testify at the arbitration and a copy of all documents that may be introduced at the arbitration or considered or used by a party's witness or expert. The arbitrator's decision and award shall be made and delivered within six months of the selection of the arbitrator. The arbitrator's decision shall set forth a reasoned basis for any award of damages or finding of liability. The arbitrator shall not have power to award damages in excess of actual compensatory damages and shall not multiply actual damages or award punitive damages, and each party hereby irrevocably waives any claim to such damages.

(c) The Company, the Optionee, each party to the Agreement and any other holder of Shares issued pursuant to this Agreement (each, a "Party") covenants and agrees that such party will participate in the arbitration in good faith. This Section 7 applies equally to requests for temporary, preliminary or permanent injunctive relief, except that in the case of temporary or preliminary injunctive relief any party may proceed in court without prior arbitration for the limited purpose of avoiding immediate and irreparable harm.

(d) Each Party (i) hereby irrevocably submits to the jurisdiction of any United States District Court of competent jurisdiction for the purpose of enforcing the award or decision in any such proceeding, (ii) hereby waives, and agrees not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above named courts, that its property is exempt or immune

from attachment or execution (except as protected by applicable law), that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court, and (iii) hereby waives and agrees not to seek any review by any court of any other jurisdiction which may be called upon to grant an enforcement of the judgment of any such court. Each Party hereby consents to service of process by registered mail at the address to which notices are to be given. Each Party agrees that its, his or her submission to jurisdiction and its, his or her consent to service of process by mail is made for the express benefit of each other Party. Final judgment against any Party in any such action, suit or proceeding may be enforced in other jurisdictions by suit, action or proceeding on the judgment, or in any other manner provided by or pursuant to the laws of such other jurisdiction.

[SIGNATURE PAGE FOLLOWS]

The foregoing Agreement is hereby accepted and the terms and conditions thereof hereby agreed to by the undersigned as of the date first above written.

1STDIBS.COM, INC.

By: _____
Name:
Title:

Address:

_____

_____

_____

The undersigned hereby acknowledges receiving and reviewing a copy of the Plan, including, without limitation, Section 9 thereof, and understands that this Stock Option is subject to the terms of the Plan and of this Agreement. This Agreement is hereby accepted, and the terms and conditions of the Plan, the Grant Notice and this Agreement, SPECIFICALLY INCLUDING THE ARBITRATION PROVISIONS SET FORTH IN SECTION 7 OF THIS AGREEMENT, are hereby agreed to, by the undersigned as of the date first above written.

OPTIONEE:

_____
Name:

Address:

_____

_____

_____

SPOUSE'S CONSENT I acknowledge that I have read the foregoing Incentive Stock Option Agreement and understand the contents thereof.

DESIGNATED BENEFICIARY:

_____

Beneficiary's Address:

_____

_____

_____

Appendix A

STOCK OPTION EXERCISE NOTICE

1stdibs.com, Inc.
Attention: [_____]
_____
_____

Pursuant to the terms of the grant notice and stock option agreement between the undersigned and 1stdibs.com, Inc. (the "Company") dated _____ (the "Agreement") under the 1stdibs.com, Inc. 2011 Stock Option and Grant Plan, I, [Insert Name] _____, hereby [Circle One] partially/fully exercise such option by including herein payment in the amount of $_____ representing the purchase price for [Fill in number of Shares] _____ Shares. I have chosen the following form(s) of payment:

[ ] 1. Cash

[ ] 2. Certified or bank check payable to 1stdibs.com, Inc.

[ ] 3. Other (as referenced in the Agreement and described in the Plan (please describe))
_____.

In connection with my exercise of the option as set forth above, I hereby represent and warrant to the Company as follows:

(i) I am purchasing the Shares for my own account for investment only, and not for resale or with a view to the distribution thereof.

(ii) I have had such an opportunity as I have deemed adequate to obtain from the Company such information as is necessary to permit me to evaluate the merits and risks of my investment in the Company and have consulted with my own advisers with respect to my investment in the Company.

(iii) I have sufficient experience in business, financial and investment matters to be able to evaluate the risks involved in the purchase of the Shares and to make an informed investment decision with respect to such purchase.

(iv) I can afford a complete loss of the value of the Shares and am able to bear the economic risk of holding such Shares for an indefinite period of time.

(v) I understand that the Shares may not be registered under the Securities Act of 1933 (it being understood that the Shares are being issued and sold in reliance on the exemption provided in Rule 701 thereunder) or any applicable state securities or "blue sky" laws and may not be sold or otherwise transferred or disposed of in the absence of an effective registration statement under the Securities Act of 1933 and under any applicable state securities or "blue sky" laws (or exemptions from the registration requirement thereof). I further acknowledge that certificates representing Shares will bear restrictive legends reflecting the foregoing and/or that book entries for uncertificated Shares will include similar restrictive notations.

(vi) I have read and understand the Plan and acknowledge and agree that the Shares are subject to all of the relevant terms of the Plan, including without limitation, the transfer restrictions set forth in Section 9 of the Plan.

(vii) I understand and agree that the Company has a right of first refusal with respect to the Shares pursuant to Section 9(b) of the Plan.

(viii) I understand and agree that the Company has certain repurchase rights with respect to the Shares pursuant to Section 9(c) of the Plan.

(ix) I understand and agree that I may not sell or otherwise transfer or dispose of the Shares for a period of time following the effective date of a public offering by the Company as described in Section 9(f) of the Plan.

Sincerely yours,

_____

Name:

Address:

_____

_____

_____

NON-QUALIFIED STOCK OPTION GRANT NOTICE
UNDER THE 1STDIBS.COM, INC.
2011 STOCK OPTION AND GRANT PLAN

Pursuant to the 1stdibs.com, Inc. 2011 Stock Option and Grant Plan (the "Plan"), 1stdibs.com, Inc., a Delaware corporation (together with any successor, the "Company"), has granted to the individual named below, an option (the "Stock Option") to purchase on or prior to the Expiration Date, or such earlier date as is specified herein, all or any part of the number of shares of Common Stock, par value $0.01 per share ("Common Stock"), of the Company indicated below (the "Shares"), at the Option Exercise Price per share, subject to the terms and conditions set forth in this Non-Qualified Stock Option Grant Notice (the "Grant Notice"), the attached Non-Qualified Stock Option Agreement (the "Agreement") and the Plan. This Stock Option is not intended to qualify as an "incentive stock option" as defined in Section 422(b) of the Internal Revenue Code of 1986, as amended from time to time (the "Code").

Name of Optionee:	_____ (the "Optionee")
No. of Shares:	_____ Shares of Common Stock
Grant Date:	_____
Vesting Commencement Date:	_____ (the "Vesting Commencement Date")
Expiration Date:	_____ (the "Expiration Date")
Option Exercise Price/Share:	$_____(the "Option Exercise Price")
Vesting Schedule:	_____.

Attachments: Non-Qualified Stock Option Agreement, 2011 Stock Option and Grant Plan

NON-QUALIFIED STOCK OPTION AGREEMENT
UNDER THE 1STDIBS.COM, INC.
2011 STOCK OPTION AND GRANT PLAN

All capitalized terms used herein and not otherwise defined shall have the respective meanings set forth in the Grant Notice and the Plan.

1. Vesting, Exercisability and Termination.

(a) No portion of this Stock Option may be exercised until such portion shall have vested and become exercisable.

(b) Except as set forth below, and subject to the determination of the Committee in its sole discretion to accelerate the vesting schedule hereunder, this Stock Option shall be vested and exercisable on he respective dates indicated below:

(i) This Stock Option shall initially be unvested and unexercisable.

(ii) This Stock Option shall vest and become exercisable in accordance with the Vesting Schedule set forth in the Grant Notice.

(c) Termination. Except as may otherwise be provided by the Committee, if the Optionee's Service Relationship is terminated, the period within which to exercise this Stock Option will be subject to earlier termination as set forth below (and if not exercised within such period, shall thereafter terminate subject, in each case, to Section 3(c) of the Plan):

(i) Termination Due to Death or Disability. If the Optionee's Service Relationship terminates by reason of such Optionee's death or Disability, this Stock Option may be exercised, to the extent exercisable on the date of such termination, by the Optionee, the Optionee's legal representative or legatee for a period of 12 months from the date of death or Disability or until the Expiration Date, if earlier.

(ii) Other Termination. If the Optionee's Service Relationship terminates for any reason other than death or Disability, and unless otherwise determined by the Committee, this Stock Option may be exercised, to the extent exercisable on the date of termination, for a period of 90 days from the date of termination or until the Expiration Date, if earlier; provided however, if the Optionee's Service Relationship is terminated for Cause, this Stock Option shall terminate immediately upon the date of such termination.

For purposes hereof, the Committee's determination of the reason for termination of the Optionee's Service Relationship shall be conclusive and binding on the Optionee and his or her representatives or legatees and any Permitted Transferee. Any portion of this Stock Option that is not vested and exercisable on the date of termination of the Service Relationship shall terminate immediately and be null and void.

2. Exercise of Stock Option.

(a) The Optionee may exercise this Stock Option only in the following manner: Prior to the Expiration Date, the Optionee may deliver a Stock Option exercise notice (an "Exercise Notice") in the form of Appendix A hereto indicating his or her election to purchase some or all of the Shares with respect to which this Stock Option is then exercisable. Such notice shall specify the number of Shares to be purchased. Payment of the purchase price may be made by one or more of the methods described in Section 5 of the Plan, subject to the limitations contained in such Section of the Plan, including the requirement that the Committee specifically approve in advance certain payment methods.

(b) Notwithstanding any other provision hereof or of the Plan, no portion of this Stock Option shall be exercisable after the Expiration Date.

3. Incorporation of Plan. Notwithstanding anything herein to the contrary, this Stock Option shall be subject to and governed by all the terms and conditions of the Plan.

4. Transferability of Stock Option. This Stock Option is personal to the Optionee and is not transferable by the Optionee in any manner other than by will or by the laws of descent and distribution. The Stock Option may be exercised during the Optionee's lifetime only by the Optionee (or by the Optionee's guardian or personal representative in the event of the Optionee's incapacity). The Optionee may elect to designate a beneficiary by providing written notice of the name of such beneficiary to the Company, and may revoke or change such designation at any time by filing written notice of revocation or change with the Company; such beneficiary may exercise the Optionee's Stock Option in the event of the Optionee's death to the extent provided herein. If the Optionee does not designate a beneficiary, or if the designated beneficiary predeceases the Optionee, the legal representative of the Optionee may exercise this Stock Option to the extent provided herein in the event of the Optionee's death.

5. Restrictions on Transfer of Shares. The Shares acquired upon exercise of the Stock Option shall be subject to certain transfer restrictions and other limitations including, without limitation, the provisions contained in Section 9 of the Plan.

6. Miscellaneous Provisions.

(a) Equitable Relief. The parties hereto agree and declare that legal remedies may be inadequate to enforce the provisions of this Agreement and that equitable relief, including specific performance and injunctive relief, may be used to enforce the provisions of this Agreement.

(b) Adjustments for Changes in Capital Structure. If, as a result of any reorganization, recapitalization, reincorporation, reclassification, stock dividend, stock split, reverse stock split or other similar change in the Common Stock, the outstanding shares of Common Stock are increased or decreased or are exchanged for a different number or kind of securities of the Company, the restrictions contained in this Agreement shall apply with equal force to additional and/or substitute securities, if any, received by the Optionee in exchange for, or by virtue of his or her ownership of, this Stock Option or Shares acquired pursuant thereto.

(c) Change and Modifications. This Agreement may not be orally changed, modified or terminated, nor shall any oral waiver of any of its terms be effective. This Agreement may be changed, modified or terminated only by an agreement in writing signed by the Company and the Optionee.

(d) Governing Law. This Agreement shall be governed by and construed in accordance with the General Corporation Law of the State of Delaware as to matters within the scope thereof, and as to all other matters shall be governed by and construed in accordance with the internal laws of New York, without regard to conflict of law principles that would result in the application of any law other than the law of the State of New York.

(e) Headings. The headings are intended only for convenience in finding the subject matter and do not constitute part of the text of this Agreement and shall not be considered in the interpretation of this Agreement.

(f) Saving Clause. If any provision(s) of this Agreement shall be determined to be illegal or unenforceable, such determination shall in no manner affect the legality or enforceability of any other provision hereof.

(g) Notices. All notices, requests, consents and other communications shall be in writing and be deemed given when delivered personally, by telex or facsimile transmission or when received if mailed by first class registered or certified mail, postage prepaid. Notices to the Company or the Optionee shall be addressed as set forth underneath their signatures below, or to such other address or addresses as may have been furnished by such party in writing to the other.

(h) Benefit and Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors, assigns, and legal representatives. The Company has the right to assign this Agreement, and such assignee shall become entitled to all the rights of the Company hereunder to the extent of such assignment.

(i) Counterparts. For the convenience of the parties and to facilitate execution, this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

(j) Integration. This Agreement constitutes the entire agreement between the parties with respect to this Stock Option and supersedes all prior agreements and discussions between the parties concerning such subject matter.

7. Dispute Resolution.

(a) Except as provided below, any dispute arising out of or relating to the Plan or this Stock Option, this Agreement, or the breach, termination or validity of the Plan, this Stock Option or this Agreement, shall be finally settled by binding arbitration conducted expeditiously in accordance with the J.A.M.S./Endispute Comprehensive Arbitration Rules and Procedures (the “J.A.M.S. Rules”). The arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. Sections 1-16, and judgment upon the award rendered by the arbitrators may be entered by any court having jurisdiction thereof. The place of arbitration shall be New York, NY.

(b) The arbitration shall commence within 60 days of the date on which a written demand for arbitration is filed by any party hereto. In connection with the arbitration proceeding, the arbitrator shall have the power to order the production of documents by each party and any third-party witnesses. In addition, each party may take up to three depositions as of right, and the arbitrator may in his or her discretion allow additional depositions upon good cause shown by the moving party. However, the arbitrator shall not have the power to order the answering of interrogatories or the response to requests for admission. In connection with any arbitration, each party to the arbitration shall provide to the other, no later than seven business days before the date of the arbitration, the identity of all persons that may testify at the arbitration and a copy of all documents that may be introduced at the arbitration or considered or used by a party's witness or expert. The arbitrator's decision and award shall be made and delivered within six months of the selection of the arbitrator. The arbitrator's decision shall set forth a reasoned basis for any award of damages or finding of liability. The arbitrator shall not have power to award damages in excess of actual compensatory damages and shall not multiply actual damages or award punitive damages, and each party hereby irrevocably waives any claim to such damages.

(c) The Company, the Optionee, each party to the Agreement and any other holder of Shares issued pursuant to this Agreement (each, a "Party") covenants and agrees that such party will participate in the arbitration in good faith. This Section 7 applies equally to requests for temporary, preliminary or permanent injunctive relief, except that in the case of temporary or preliminary injunctive relief any party may proceed in court without prior arbitration for the limited purpose of avoiding immediate and irreparable harm.

(d) Each Party (i) hereby irrevocably submits to the jurisdiction of any United States District Court of competent jurisdiction for the purpose of enforcing the award or decision in any such proceeding, (ii) hereby waives, and agrees not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above named courts, that its property is exempt or immune from attachment or execution (except as protected by applicable law), that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court, and (iii) hereby waives and agrees not to seek any review by any court of any other jurisdiction which may be called upon to grant an enforcement of the judgment of any such court. Each Party hereby consents to service of process by registered mail at the address to which notices are to be given. Each Party agrees that its, his or her submission to jurisdiction and its, his or her consent to service of process by mail is made for the express benefit of each other Party. Final judgment against any Party in any such action, suit or proceeding may be enforced in other jurisdictions by suit, action or proceeding on the judgment, or in any other manner provided by or pursuant to the laws of such other jurisdiction.

[SIGNATURE PAGE FOLLOWS]

The foregoing Agreement is hereby accepted and the terms and conditions thereof hereby agreed to by the undersigned as of the date first above written.

1STDIBS.COM, INC.

By: _____
Name:
Title:

Address:

_____

_____

_____

The undersigned hereby acknowledges receiving and reviewing a copy of the Plan, including, without limitation, Section 9 thereof, and understands that this Stock Option is subject to the terms of the Plan and of this Agreement. This Agreement is hereby accepted, and the terms and conditions of the Plan, the Grant Notice and this Agreement, SPECIFICALLY INCLUDING THE ARBITRATION PROVISIONS SET FORTH IN SECTION 7 OF THIS AGREEMENT, are hereby agreed to, by the undersigned as of the date first above written.

OPTIONEE:

_____
Name:

Address:

_____

_____

_____

SPOUSE'S CONSENT
I acknowledge that I have read the
foregoing Non-Qualified Stock Option Agreement
and understand the contents thereof.

_____

DESIGNATED BENEFICIARY:

_____

Beneficiary's Address:

_____

_____

_____

Appendix A

STOCK OPTION EXERCISE NOTICE

1stdibs.com, Inc.
Attention: [_____]
_____
_____

Pursuant to the terms of the grant notice and stock option agreement between the undersigned and 1stdibs.com, Inc. (the "Company") dated _____ (the "Agreement") under the 1stdibs.com, Inc. 2011 Stock Option and Grant Plan, I, [Insert Name] _____, hereby [Circle One] partially/fully exercise such option by including herein payment in the amount of $_____ representing the purchase price for [Fill in number of Shares] _____ Shares. I have chosen the following form(s) of payment:

[ ] 1. Cash

[ ] 2. Certified or bank check payable to 1stdibs.com, Inc.

[ ] 3. Other (as referenced in the Agreement and described in the Plan (please describe))
_____.

In connection with my exercise of the option as set forth above, I hereby represent and warrant to the Company as follows:

(i) I am purchasing the Shares for my own account for investment only, and not for resale or with a view to the distribution thereof.

(ii) I have had such an opportunity as I have deemed adequate to obtain from the Company such information as is necessary to permit me to evaluate the merits and risks of my investment in the Company and have consulted with my own advisers with respect to my investment in the Company.

(iii) I have sufficient experience in business, financial and investment matters to be able to evaluate the risks involved in the purchase of the Shares and to make an informed investment decision with respect to such purchase.

(iv) I can afford a complete loss of the value of the Shares and am able to bear the economic risk of holding such Shares for an indefinite period of time.

(v) I understand that the Shares may not be registered under the Securities Act of 1933 (it being understood that the Shares are being issued and sold in reliance on the exemption provided in Rule 701 thereunder) or any applicable state securities or "blue sky" laws and may not be sold or otherwise transferred or disposed of in the absence of an effective registration statement under the Securities Act of 1933 and under any applicable state securities or "blue sky" laws (or exemptions from the registration requirement thereof). I further acknowledge that certificates representing Shares will bear restrictive legends reflecting the foregoing and/or that book entries for uncertificated Shares will include similar restrictive notations.

(vi) I have read and understand the Plan and acknowledge and agree that the Shares are subject to all of the relevant terms of the Plan, including without limitation, the transfer restrictions set forth in Section 9 of the Plan.

(vii) I understand and agree that the Company has a right of first refusal with respect to the Shares pursuant to Section 9(b) of the Plan.

(viii) I understand and agree that the Company has certain repurchase rights with respect to the Shares pursuant to Section 9(c) of the Plan.

(ix) I understand and agree that I may not sell or otherwise transfer or dispose of the Shares for a period of time following the effective date of a public offering by the Company as described in Section 9(f) of the Plan.

Sincerely yours,

_____

Name:

Address:

_____

_____

_____

Exhibit 10.5

1STDIBS.COM, INC.

2021 STOCK INCENTIVE PLAN

(Adopted by the Board of Directors on May 11, 2021)

(Approved by the Stockholders on _____, 2021)

(Effective on _____, 2021)

TABLE OF CONTENTS

1STDIBS.COM, INC.

2021 STOCK INCENTIVE PLAN

SECTION 1. ESTABLISHMENT AND PURPOSE.

This 1stdibs.com, Inc. Stock Incentive Plan (the "**Plan**") was adopted by the Board of Directors on May 11, 2021 and shall be effective on _____ (the "**Effective Date**"). The Plan's purpose is to attract, retain, incent, and reward top talent through stock ownership to improve operating and financial performance and strengthen the mutuality of interest between eligible service providers and stockholders.

SECTION 2. DEFINITIONS.

(a) "**Affiliate**" means any entity other than a Subsidiary, if the Company and/or one or more Subsidiaries own not less than fifty percent (50%) of such entity.

(b) "**Award**" means any award of an Option, a SAR, a Restricted Share, a Stock Unit or a Cash-Based Award under the Plan.

(c) "**Award Agreement**" means the agreement between the Company and the recipient of an Award which contains the terms, conditions and restrictions pertaining to such Award.

(d) "**Board of Directors**" or "**Board**" means the Board of Directors of the Company, as constituted from time to time.

(e) "**Cash-Based Award**" means an Award that entitles the Participant to receive a cash-denominated payment.

(f) "**Change in Control**" means the occurrence of any of the following events:

(i) A change in the composition of the Board occurs, as a result of which fewer than one-half of the incumbent directors are directors who either:

(A) Had been directors of the Company on the "look-back date" (as defined below) (the "**original directors**"); or

(B) Were elected, or nominated for election, to the Board with the affirmative votes of at least a majority of the aggregate of the original directors who were still in office at the time of the election or nomination and the directors whose election or nomination was previously so approved (the "**continuing directors**");

provided, however, that for this purpose, the "original directors" and "continuing directors" shall not include any individual whose initial assumption of office occurred as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents, by or on behalf of a person other than the Board;

(ii) Any "person" (as defined below) who by the acquisition or aggregation of securities, is or becomes the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing fifty percent (50%) or more of the combined voting power of the Company's then outstanding securities ordinarily (and apart from rights accruing under special circumstances) having the right to vote at elections of directors (the "**Base Capital Stock**"); except that any change in the relative beneficial ownership of the Company's securities by any person resulting solely from a reduction in the aggregate number of outstanding Shares of Base Capital Stock, and any decrease thereafter in such person's ownership of securities, shall be disregarded until such person increases in any manner, directly or indirectly, such person's beneficial ownership of any securities of the Company;

(iii) The consummation of a merger or consolidation of the Company or a Subsidiary of the Company with or into another entity or any other corporate reorganization, if persons who were not stockholders of the Company immediately prior to such merger, consolidation or other reorganization own immediately after such merger, consolidation or other reorganization fifty percent (50%) or more of the voting power of the outstanding securities of each of (A) the Company (or its successor) and (B) any direct or indirect parent corporation of the Company (or its successor); or

(iv) The sale, transfer, or other disposition of all or substantially all of the Company's assets.

For purposes of subsection (f)(i) above, the term "look-back" date means the later of (1) the Effective Date and (2) the date that is twenty-four (24) months prior to the date of the event that may constitute a Change in Control.

For purposes of subsection (f)(ii) above, the term "person" shall have the same meaning as when used in Sections 13(d) and 14(d) of the Exchange Act, but shall exclude (1) a trustee or other fiduciary holding securities under an employee benefit plan maintained by the Company or a Parent or Subsidiary and (2) a corporation owned directly or indirectly by the stockholders of the Company in substantially the same proportions as their ownership of the Stock.

Any other provision of this Section 2(f) notwithstanding, a transaction shall not constitute a Change in Control if its sole purpose is to change the state of the Company's incorporation or to create a holding company that will be owned in substantially the same proportions by the persons who held the Company's securities immediately before such transaction, and a Change in Control shall not be deemed to occur if the Company files a registration statement with the United States Securities and Exchange Commission in connection with an initial or secondary public offering of securities or debt of the Company to the public.

(g) "**Code**" means the United States Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder.

(h) "**Committee**" means the Compensation Committee as designated by the Board, which is authorized to administer the Plan, as described in Section 3 hereof.

(i) "**Company**" means 1stdibs.com, Inc., a Delaware corporation, including any successor thereto.

(j) "**Consultant**" means an individual who is a consultant or advisor and who provides bona fide services to the Company, a Parent, a Subsidiary, or an Affiliate as an independent contractor (not including service as a member of the Board) or a member of the Board of a Parent or a Subsidiary, in each case who is not an Employee.

(k) "**Disability**" means any permanent and total disability as defined by Section 22(e)(3) of the Code.

(l) "**Employee**" means any individual who is a common-law employee of the Company, a Parent, a Subsidiary, or an Affiliate.

(m) "**Exchange Act**" means the United States Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

(n) "**Exercise Price**" means, in the case of an Option, the amount for which one Share may be purchased upon exercise of such Option, as specified in the applicable Stock Option Agreement. "Exercise Price" means, in the case of a SAR, an amount, as specified in the applicable SAR Award Agreement, which is subtracted from the Fair Market Value of one Share in determining the amount payable upon exercise of such SAR.

(o) "**Fair Market Value**" with respect to a Share, means the market price of one Share, determined by the Committee as follows:

(i) If the Stock was traded over-the-counter on the date in question, then the Fair Market Value shall be equal to the last transaction price quoted for such date by the OTC Bulletin Board or, if not so quoted, shall be equal to the mean between the last reported representative bid and asked prices quoted for such date by the principal automated inter-dealer quotation system on which the Stock is quoted or, if the Stock is not quoted on any such system, by the Pink Quote system;

(ii) If the Stock was traded on any established stock exchange (such as the New York Stock Exchange, The Nasdaq Global Market or The Nasdaq Global Select Market) or national market system on the date in question, then the Fair Market Value shall be equal to the closing price reported for such date by the applicable exchange or system; or

(iii) If none of the foregoing provisions is applicable, then the Fair Market Value shall be determined by the Committee in good faith on such basis as it deems appropriate.

In all cases, the determination of Fair Market Value by the Committee shall be conclusive and binding on all persons.

(p) "**ISO**" means an employee incentive stock option described in Section 422 of the Code.

(q) "**Nonstatutory Option**" or "**NSO**" means an employee stock option that is not an ISO.

(r) "**Option**" means an ISO or NSO granted under the Plan and entitling the holder to purchase Shares.

(s) "**Outside Director**" means a member of the Board who is not a common-law employee of, or paid consultant to, the Company, a Parent or a Subsidiary.

(t) "**Parent**" means any corporation (other than the Company) in an unbroken chain of corporations ending with the Company, if each of the corporations other than the Company owns stock possessing fifty percent (50%) or more of the total combined voting power of all classes of stock in one of the other corporations in such chain. A corporation that attains the status of a Parent on a date after the adoption of the Plan shall be a Parent commencing as of such date.

(u) "**Participant**" means a person who holds an Award.

(v) "**Plan**" means this 2021 Stock Incentive Plan of 1stdibs.com, Inc., as amended from time to time.

(w) "**Predecessor Plan**" means the 1stDibs.com, Inc. 2011 Stock Option and Grant Plan, as amended.

(x) "**Purchase Price**" means the consideration for which one Share may be acquired under the Plan (other than upon exercise of an Option or SAR), as specified by the Committee.

(y) "**Restricted Share**" means a Share awarded under the Plan.

(z) "**Returning Shares**" means Shares subject to outstanding stock awards granted under the Predecessor Plan and that following the Effective Date: (i) are subsequently forfeited or terminated for any reason before being exercised or settled; (ii) are not issued because such stock award or any portion thereof is settled in cash; (iii) are subject to vesting restrictions and are subsequently forfeited; (iv) are withheld or reacquired to satisfy the exercise, strike or purchase price; or (v) are withheld or reacquired to satisfy a tax withholding obligation.

(aa) "**SAR**" means a stock appreciation right granted under the Plan.

(bb) "**Section 409A**" means Section 409A of the Code.

(cc) "**Securities Act**" means the United States Securities Act of 1933, as amended, the rules and regulations promulgated thereunder.

(dd) "**Service**" means service as an Employee, Consultant or Outside Director, subject to such further limitations as may be set forth in the Plan or the applicable Award Agreement. Service does not terminate when an Employee goes on a bona fide leave of absence, that was approved by the Company in writing, if the terms of the leave provide for continued Service crediting, or when continued Service crediting is required by applicable law. However, for purposes of determining whether an Option is entitled to ISO status, an Employee's employment will be treated as terminating three (3) months after such Employee went on leave, unless such Employee's right to return to active work is guaranteed by law or by a contract. Service terminates in any event when the approved leave ends, unless such Employee immediately returns to active work. The Company determines which leaves of absence count toward Service, and when Service terminates for all purposes under the Plan.

(ee) "**Share**" means one Share of Stock, as adjusted in accordance with Section 12 (if applicable).

(ff) "**Stock**" means the Common Stock, par value $0.0001 per Share, of the Company.

(gg) "**Stock Unit**" means a bookkeeping entry representing the Company's obligation to deliver one Share (or distribute cash) on a future date in accordance with the provisions of a Stock Unit Award Agreement.

(hh) "**Subsidiary**" means any corporation, if the Company and/or one or more other Subsidiaries own not less than fifty percent (50%) of the total combined voting power of all classes of outstanding stock of such corporation. A corporation that attains the status of a Subsidiary on a date after the adoption of the Plan shall be considered a Subsidiary commencing as of such date. The determination of whether an entity is a "Subsidiary" shall be made in accordance with Section 424(f) of the code.

SECTION 3. ADMINISTRATION.

(a) *Committee Composition*. The Plan shall be administered by a Committee appointed by the Board, or by the Board acting as the Committee. The Committee shall consist of two or more directors of the Company. In addition, to the extent required by the Board, the composition of the Committee shall satisfy such requirements of the Nasdaq Stock Market and as the Securities and Exchange Commission may establish for administrators acting under plans intended to qualify for exemption under Rule 16b-3 (or its successor) under the Exchange Act.

(b) *Committee Appointment*. The Board may also appoint one or more separate committees of the Board, each composed of one or more directors of the Company who need not satisfy the requirements of Section 3(a), who may administer the Plan, may grant Awards under the Plan and may determine all terms of such grants, in each case with respect to all Employees, Consultants and Outside Directors (except such as may be on such committee), provided that such committee or committees may perform these functions only with respect to Employees who are not considered officers or directors of the Company under Section 16 of the Exchange Act. Within the limitations of the preceding sentence, any reference in the Plan to the Committee shall include such committee or committees appointed pursuant to the preceding sentence. To the extent permitted by applicable laws, the Board of Directors may also authorize one or more officers of the Company to designate Employees, other than officers under Section 16 of the Exchange Act, to receive Awards and/or to determine the number of such Awards to be received by such persons; provided, however, that the Board of Directors shall specify the total number of Awards that such officers may so award.

(c) *Committee Procedures*. The Board shall designate one of the members of the Committee as chairman. The Committee may hold meetings at such times and places as it shall determine. The acts of a majority of the Committee members present at meetings at which a quorum exists, or acts reduced to or approved in writing (including via email) by all Committee members, shall be valid acts of the Committee.

(d) *Committee Responsibilities*. Subject to the provisions of the Plan, the Committee shall have full authority and discretion to take the following actions:

(i) To interpret the Plan and to apply its provisions;

(ii) To adopt, amend, or rescind rules, procedures, and forms relating to the Plan;

(iii) To adopt, amend, or terminate sub-plans established for the purpose of satisfying applicable foreign laws including qualifying for preferred tax treatment under applicable foreign tax laws;

(iv) To authorize any person to execute, on behalf of the Company, any instrument required to carry out the purposes of the Plan;

(v) To determine when Awards are to be granted under the Plan;

(vi) To select the Participants to whom Awards are to be granted;

(vii) To determine the type of Award and number of Shares or amount of cash to be made subject to each Award;

(viii) To prescribe the terms and conditions of each Award, including (without limitation) the Exercise Price and Purchase Price, and the vesting or duration of the Award (including accelerating the vesting of Awards, either at the time of the Award or thereafter, without the consent of the Participant), to determine whether an Option is to be classified as an ISO or as an NSO, and to specify the provisions of the agreement relating to such Award;

(ix) To amend any outstanding Award Agreement, subject to applicable legal restrictions and to the consent of the Participant if the Participant's rights or obligations would be materially impaired;

(x) To prescribe the consideration for the grant of each Award or other right under the Plan and to determine the sufficiency of such consideration;

(xi) To determine the disposition of each Award or other right under the Plan in the event of a Participant's divorce or dissolution of marriage;

(xii) To determine whether Awards under the Plan will be granted in replacement of other grants under an incentive or other compensation plan of an acquired business;

(xiii) To correct any defect, supply any omission, or reconcile any inconsistency in the Plan or any Award Agreement;

(xiv) To establish or verify the extent of satisfaction of any performance goals or other conditions applicable to the grant, issuance, exercisability, vesting, and/or ability to retain any Award; and

(xv) To take any other actions deemed necessary or advisable for the administration of the Plan.

Subject to the requirements of applicable law, the Committee may designate persons other than members of the Committee to carry out its responsibilities and may prescribe such conditions and limitations as it may deem appropriate, except that the Committee may not delegate its authority with regard to the selection for participation of or the granting of Awards under the Plan to persons subject to Section 16 of the Exchange Act. All decisions, interpretations and other actions of the Committee shall be final and binding on all Participants and all persons deriving their rights from a Participant. No member of the Committee shall be liable for any action that he has taken or has failed to take in good faith with respect to the Plan or any Award under the Plan.

SECTION 4. ELIGIBILITY.

(a) *General Rule*. Only Employees, Consultants and Outside Directors shall be eligible for the grant of Awards. Only common-law employees of the Company, a Parent, or a Subsidiary shall be eligible for the grant of ISOs.

(b) *Ten-Percent Stockholders*. An Employee who owns more than ten percent (10%) of the total combined voting power of all classes of outstanding stock of the Company, a Parent or Subsidiary shall not be eligible for the grant of an ISO unless such grant satisfies the requirements of Section 422(c)(5) of the Code.

(c) *Attribution Rules*. For purposes of Section 4(b) above, in determining stock ownership, an Employee shall be deemed to own the stock owned, directly or indirectly, by or for such Employee's brothers, sisters, spouse, ancestors, and lineal descendants. Stock owned, directly or indirectly, by or for a corporation, partnership, estate, or trust shall be deemed to be owned proportionately by or for its stockholders, partners, or beneficiaries.

(d) *Outstanding Stock*. For purposes of Section 4(b) above, "outstanding stock" shall include all stock actually issued and outstanding immediately after the grant. "Outstanding stock" shall not include Shares authorized for issuance under outstanding options held by the Employee or by any other person.

SECTION 5. STOCK SUBJECT TO PLAN.

(a) *Basic Limitation*. Shares offered under the Plan shall be authorized but unissued Shares or treasury Shares. The maximum aggregate number of Shares authorized for issuance as Awards under the Plan shall not exceed the sum of (x) Shares, plus (y) the sum of any Returning Shares which become available from time to time plus the number of reserved Shares not issued or subject to outstanding grants under the Predecessor Plan on the Effective Date, plus (z) an annual increase on the first day of each fiscal year, for a period of not more than ten (10) years, beginning on January 1, 2022, and ending on (and including) January 1, 2031, in an amount equal to (i) (%) of the outstanding Shares on the last day of the immediately preceding fiscal year or (ii) such lesser amount (including zero) that the Board determines for purposes of the annual increase for that fiscal year. Notwithstanding the foregoing, the number of Shares that may be delivered in the aggregate pursuant to the exercise of ISOs granted under the Plan shall not exceed ( ) Shares plus, to the extent allowable under Section 422 of the Code, any Shares that become available for issuance under the Plan pursuant to Section 5(b). The limitations of this Section 5(a) shall be subject to adjustment pursuant to Section 12. The number of Shares that are subject to Awards outstanding at any time under the Plan shall not exceed the number of Shares which then remain available for issuance under the Plan. The Company shall at all times reserve and keep available sufficient Shares to satisfy the requirements of the Plan.

(b) *Additional Shares*. If Restricted Shares or Shares issued upon the exercise of options are forfeited, then such Shares shall again become available for Awards under the Plan. If Stock Units, Options, or SARs are forfeited or terminate for any reason before being exercised or settled, or an Award is settled in cash without the delivery of Shares to the holder, then the corresponding Shares shall again become available for Awards under the Plan. If Stock Units or SARs are settled, then only the number of Shares (if any) actually issued in settlement of such Stock Units or SARs shall reduce the number available in Section 5(a) and the balance (including any Shares withheld to satisfy tax withholding obligations) shall again become available for Awards under the Plan. Any Shares withheld to satisfy the Exercise Price or tax withholding obligation pursuant to any Award of Options or SARs shall be added back to the Shares available for Awards under the Plan. Notwithstanding the foregoing provisions of this Section 5(b), Shares that have actually been issued shall not again become available for Awards under the Plan, except for Shares that are forfeited and do not become vested.

(c) *Substitution and Assumption of Awards*. The Committee may make Awards under the Plan by assumption, substitution, or replacement of stock options, stock appreciation rights, stock units, or similar awards granted by another entity (including a Parent or Subsidiary), if such assumption, substitution, or replacement is in connection with an asset acquisition, stock acquisition, merger, consolidation, or similar transaction involving the Company (and/or its Parent or Subsidiary) and such other entity (and/or its affiliate). The terms of such assumed, substituted, or replaced Awards shall be as the Committee, in its discretion, determines is appropriate, notwithstanding limitations on Awards in the Plan. Any such substitute or assumed Awards shall not count against the Share limitation set forth in Section 5(a) (nor shall Shares subject to such Awards be added to the Shares available for Awards under the Plan as provided in Section 5(b) above), except that Shares acquired by exercise of substitute ISOs will count against the maximum number of Shares that may be issued pursuant to the exercise of ISOs under the Plan.

(d) *Grants to Outside Directors*. The aggregate value of all compensation granted or paid, as applicable, to any Outside Director for service as an Outside Director during any twelve (12)-month period, including Awards granted and cash fees paid by the Company to such Outside Director, will not exceed $ in total value, and with respect to the twelve (12)-month period in which an Outside Director is first appointed or elected to the Board, will not exceed $ in total value, in each case calculating the value of any Awards based on the grant date fair value of such Awards as determined in accordance with Financial Accounting Standards Board Accounting Standards Codification Topic 718, or any successor thereto.

SECTION 6. RESTRICTED SHARES.

(a) *Restricted Share Award Agreement*. Each grant of Restricted Shares under the Plan shall be evidenced by a Restricted Share Award Agreement between the Participant and the Company. Such Restricted Shares shall be subject to all applicable terms of the Plan and may be subject to any other terms that are not inconsistent with the Plan. The provisions of the various Restricted Share Award Agreements entered into under the Plan need not be identical.

(b) *Payment for Awards*. Restricted Shares may be sold or awarded under the Plan for such consideration as the Committee may determine, including (without limitation) cash, cash equivalents, full-recourse promissory notes, past services, and future services.

(c) *Vesting*. Each Award of Restricted Shares may or may not be subject to vesting. Vesting shall occur, in full or in installments, upon satisfaction of the conditions specified in the Restricted Share Award Agreement. A Restricted Share Award Agreement may provide for accelerated vesting in the event of the Participant's death, Disability or retirement or other events. The Committee may determine, at the time of granting Restricted Shares or thereafter, that all or part of such Restricted Shares shall become vested in the event that a Change in Control occurs with respect to the Company.

(d) *Voting and Dividend Rights*. A holder of Restricted Shares awarded under the Plan shall have the same voting, dividend, and other rights as the Company's other stockholders, except that in the case of any unvested Restricted Shares, the holder shall not be entitled to any dividends or other distributions paid or distributed by the Company in respect of outstanding Shares. Notwithstanding the foregoing, at the Committee's discretion, the holder of unvested Restricted Shares may be credited with such dividends and other distributions, provided that such dividends and other distributions shall be paid or distributed to the holder only if, when and to the extent such unvested Restricted Shares vest. The value of dividends and other distributions payable or distributable with respect to any unvested Restricted Shares that do not vest shall be forfeited. At

the Committee's discretion, the Restricted Share Award Agreement may require that the holder of Restricted Shares invest any cash dividends received in additional Restricted Shares. Such additional Restricted Shares shall be subject to the same conditions as the Award with respect to which the dividend was paid. For the avoidance of doubt, other than with respect to the right to receive dividends and other distributions, the holders of unvested Restricted Shares shall have the same voting rights and other rights as the Company's other stockholders in respect of such unvested Restricted Shares.

(e) *Restrictions on Transfer of Shares*. Restricted Shares shall be subject to such rights of repurchase, rights of first refusal, or other restrictions as the Committee may determine. Such restrictions shall be set forth in the applicable Restricted Share Award Agreement and shall apply in addition to any general restrictions that may apply to all holders of Shares.

SECTION 7. TERMS AND CONDITIONS OF OPTIONS.

(a) *Stock Option Award Agreement*. Each grant of an Option under the Plan shall be evidenced by a Stock Option Award Agreement between the Participant and the Company. Such Option shall be subject to all applicable terms and conditions of the Plan and may be subject to any other terms and conditions which are not inconsistent with the Plan and which the Committee deems appropriate for inclusion in a Stock Option Award Agreement. The Stock Option Award Agreement shall specify whether the Option is an ISO or an NSO. The provisions of the various Stock Option Award Agreements entered into under the Plan need not be identical.

(b) *Number of Shares*. Each Stock Option Award Agreement shall specify the number of Shares that are subject to the Option and shall provide for the adjustment of such number in accordance with Section 12.

(c) *Exercise Price*. Each Stock Option Award Agreement shall specify the Exercise Price. The Exercise Price of an ISO shall not be less than one hundred percent (100%) of the Fair Market Value of a Share on the date of grant and the Exercise Price of an NSO shall not be less than 100% of the Fair Market Value of a Share on the date of grant. Notwithstanding the foregoing, Options may be granted with an Exercise Price of less than one hundred percent (100%) of the Fair Market Value per Share on the date of grant pursuant to a transaction described in, and in a manner consistent with, Section 424(a) of the Code. Subject to the foregoing in this Section 7(c), the Exercise Price under any Option shall be determined by the Committee in its sole discretion. The Exercise Price shall be payable in one of the forms described in Section 8.

(d) *Withholding Taxes*. As a condition to the exercise of an Option, the Participant shall make such arrangements as the Committee may require for the satisfaction of any federal, state, local or foreign withholding tax obligations that may arise in connection with such exercise. The Participant shall also make such arrangements as the Committee may require for the satisfaction of any federal, state, local or foreign withholding tax obligations that may arise in connection with the disposition of Shares acquired by exercising an Option.

(e) *Exercisability and Term*. Each Stock Option Award Agreement shall specify the date when all or any installment of the Option is to become exercisable. The Stock Option Award Agreement shall also specify the term of the Option; provided that the term of an ISO shall in no event exceed ten (10) years from the date of grant (five (5) years for ISOs granted to Employees described in Section 4(b)). A Stock Option Award Agreement may provide for accelerated exercisability in the event of the Participant's death, Disability, or retirement or other events and may provide for expiration prior to the end of its term in the event of the termination of the Participant's Service. Options may be awarded in combination with SARs, and such an Award may provide that the Options will not be exercisable unless the related SARs are forfeited. Subject to the foregoing in this Section 7(e), the Committee in its sole discretion shall determine when all or any installment of an Option is to become exercisable and when an Option is to expire.

(f) *Exercise of Options*. Each Stock Option Award Agreement shall set forth the extent to which the Participant shall have the right to exercise the Option following termination of the Participant's Service with the Company and its Subsidiaries, and the right to exercise the Option of any executors or administrators of the Participant's estate or any person who has acquired such Option(s) directly from the Participant by bequest or inheritance. Such provisions shall be determined in the sole discretion of the Committee, need not be uniform among all Options issued pursuant to the Plan, and may reflect distinctions based on the reasons for termination of Service.

(g) *Effect of Change in Control*. The Committee may determine, at the time of granting an Option or thereafter, that such Option shall become exercisable as to all or part of the Shares subject to such Option in the event that a Change in Control occurs with respect to the Company.

(h) *No Rights as a Stockholder*. A Participant shall have no rights as a stockholder with respect to any Shares covered by his Option until the date of the issuance of a stock certificate for such Shares. No adjustments shall be made, except as provided in Section 12.

(i) *Modification, Extension and Renewal of Options*. Within the limitations of the Plan, the Committee may modify, extend, or renew outstanding options or may accept the cancellation of outstanding options (to the extent not previously exercised), whether or not granted hereunder, in return for the grant of new Options for the same or a different number of Shares and at the same or a different Exercise Price, or in return for the grant of a different Award for the same or a different number of Shares or for cash. The foregoing notwithstanding, no modification of an Option shall, without the consent of the Participant, materially impair his or her rights or obligations under such Option.

(j) *Restrictions on Transfer of Shares*. Any Shares issued upon exercise of an Option shall be subject to such special forfeiture conditions, rights of repurchase, rights of first refusal, and other transfer restrictions as the Committee may determine. Such restrictions shall be set forth in the applicable Stock Option Award Agreement and shall apply in addition to any general restrictions that may apply to all holders of Shares.

(k) *Buyout Provisions*. The Committee may at any time (i) offer to buy out for a payment in cash or cash equivalents an Option previously granted or (ii) authorize a Participant to elect to cash out an Option previously granted, in either case at such time and based upon such terms and conditions as the Committee shall establish.

SECTION 8. PAYMENT FOR SHARES.

(a) *General Rule*. The entire Exercise Price or Purchase Price of Shares issued under the Plan shall be payable in lawful money of the United States of America at the time when such Shares are purchased, except as provided in Section 8(b) through Section 8(h) below.

(b) *Surrender of Stock*. To the extent that a Stock Option Award Agreement so provides, payment may be made all or in part by surrendering, or attesting to the ownership of, Shares which have already been owned by the Participant or his or her representative. Such Shares shall be valued at their Fair Market Value on the date when the new Shares are purchased under the Plan. The Participant shall not surrender, or attest to the ownership of, Shares in payment of the Exercise Price if such action would cause the Company to recognize compensation expense (or additional compensation expense) with respect to the Option for financial reporting purposes.

(c) *Services Rendered*. At the discretion of the Committee, Shares may be awarded under the Plan in consideration of services rendered to the Company or a Subsidiary. If Shares are awarded without the payment of a Purchase Price in cash, the Committee shall make a determination (at the time of the Award) of the value of the services rendered by the Participant and the sufficiency of the consideration to meet the requirements of Section 6(b).

(d) *Cashless Exercise*. To the extent that a Stock Option Award Agreement so provides, payment may be made all or in part by delivery (on a form prescribed by the Committee) of an irrevocable direction to a securities broker to sell Shares and to deliver all or part of the sale proceeds to the Company in payment of the aggregate Exercise Price.

(e) *Exercise/Pledge*. To the extent that a Stock Option Award Agreement so provides, payment may be made all or in part by delivery (on a form prescribed by the Committee) of an irrevocable direction to a securities broker or lender to pledge Shares, as security for a loan, and to deliver all or part of the loan proceeds to the Company in payment of the aggregate Exercise Price.

(f) *Net Exercise*. To the extent that a Stock Option Award Agreement so provides, by a “net exercise” arrangement pursuant to which the number of Shares issuable upon exercise of the Option shall be reduced by the largest whole number of Shares having an aggregate Fair Market Value that does not exceed the aggregate Exercise Price (plus tax withholdings, if applicable) and any remaining balance of the aggregate Exercise Price (and/or applicable tax withholdings) not satisfied by such reduction in the number of whole Shares to be issued shall be paid by the Participant in cash or any other form of payment permitted under the Stock Option Agreement.

(g) *Promissory Note*. To the extent that a Stock Option Award Agreement or Restricted Share Award Agreement so provides, payment may be made all or in part by delivering (on a form prescribed by the Company) a full-recourse promissory note.

(h) *Other Forms of Payment*. To the extent that a Stock Option Award Agreement or Restricted Share Award Agreement so provides, payment may be made in any other form that is consistent with applicable laws, regulations, and rules.

(i) *Limitations under Applicable Law*. Notwithstanding anything herein or in a Stock Option Award Agreement or Restricted Share Award Agreement to the contrary, payment may not be made in any form that is unlawful, as determined by the Committee in its sole discretion.

SECTION 9. STOCK APPRECIATION RIGHTS.

(a) *SAR Award Agreement*. Each grant of a SAR under the Plan shall be evidenced by a SAR Award Agreement between the Participant and the Company. Such SAR shall be subject to all applicable terms of the Plan and may be subject to any other terms that are not inconsistent with the Plan. The provisions of the various SAR Award Agreements entered into under the Plan need not be identical.

(b) *Number of Shares*. Each SAR Award Agreement shall specify the number of Shares to which the SAR pertains and shall provide for the adjustment of such number in accordance with Section 12.

(c) *Exercise Price*. Each SAR Award Agreement shall specify the Exercise Price. The Exercise Price of a SAR shall not be less than one hundred percent (100%) of the Fair Market Value of a Share on the date of grant. Notwithstanding the foregoing, SARs may be granted with an Exercise Price of less than one hundred percent (100%) of the Fair Market Value per Share on the date of grant pursuant to a transaction described in, and in a manner consistent with, Section 424(a) of the Code. Subject to the foregoing in this Section 9(c), the Exercise Price under any SAR shall be determined by the Committee in its sole discretion.

(d) *Exercisability and Term*. Each SAR Award Agreement shall specify the date when all or any installment of the SAR is to become exercisable. The SAR Award Agreement shall also specify the term of the SAR. A SAR Award Agreement may provide for accelerated exercisability in the event of the Participant's death, Disability, retirement, or other events and may provide for expiration prior to the end of its term in the event of the termination of the Participant's Service. SARs may be awarded in combination with Options, and such an Award may provide that the SARs will not be exercisable unless the related Options are forfeited. A SAR may be included in an ISO only at the time of grant but may be included in an NSO at the time of grant or thereafter. A SAR granted under the Plan may provide that it will be exercisable only in the event of a Change in Control.

(e) *Effect of Change in Control*. The Committee may determine, at the time of granting a SAR or thereafter, that such SAR shall become fully exercisable as to all Common Shares subject to such SAR in the event that a Change in Control occurs with respect to the Company.

(f) *Exercise of SARs*. Upon exercise of a SAR, the Participant (or any person having the right to exercise the SAR after his or her death) shall receive from the Company (i) Shares, (ii) cash or (iii) a combination of Shares and cash, as the Committee shall determine. The amount of cash and/or the Fair Market Value of Shares received upon exercise of SARs shall, in the aggregate, be equal to the amount by which the Fair Market Value (on the date of surrender) of the Shares subject to the SARs exceeds the Exercise Price.

(g) *Modification, Extension or Assumption of SARs*. Within the limitations of the Plan, the Committee may modify, extend, or assume outstanding SARs or may accept the cancellation of outstanding SARs (whether granted by the Company or by another issuer) in return for the grant of new SARs for the same or a different number of Shares and at the same or a different Exercise Price, or in return for the grant of a different Award for the same or a different number of Shares or cash. The foregoing notwithstanding, no modification of a SAR shall, without the consent of the holder, materially impair his or her rights or obligations under such SAR.

(h) *Buyout Provisions*. The Committee may at any time (i) offer to buy out for a payment in cash or cash equivalents a SAR previously granted, or (ii) authorize a Participant to elect to cash out a SAR previously granted, in either case at such time and based upon such terms and conditions as the Committee shall establish.

SECTION 10. STOCK UNITS.

(a) *Stock Unit Award Agreement*. Each grant of Stock Units under the Plan shall be evidenced by a Stock Unit Award Agreement between the Participant and the Company. Such Stock Units shall be subject to all applicable terms of the Plan and may be subject to any other terms that are not inconsistent with the Plan. The provisions of the various Stock Unit Award Agreements entered into under the Plan need not be identical.

(b) *Payment for Awards*. To the extent that an Award is granted in the form of Stock Units, no cash consideration shall be required of the Award recipients.

(c) *Vesting Conditions*. Each Award of Stock Units may or may not be subject to vesting. Vesting shall occur, in full or in installments, upon satisfaction of the conditions specified in the Stock Unit Award Agreement. A Stock Unit Award Agreement may provide for accelerated vesting in the event of the Participant's death, Disability, retirement, or other events. The Committee may determine, at the time of granting Stock Units or thereafter, that all or part of such Stock Units shall become vested in the event that a Change in Control occurs with respect to the Company.

(d) *Voting and Dividend Rights*. The holders of Stock Units shall have no voting rights. Prior to settlement or forfeiture, any Stock Unit awarded under the Plan may, at the Committee's discretion, carry with it a right to dividend equivalents. Such right entitles the holder to be credited with an amount equal to all cash dividends paid on one Share while the Stock Unit is outstanding. Dividend equivalents may be converted into additional Stock Units. Settlement of dividend equivalents may be made in the form of cash, in the form of Shares, or in a combination of both. Dividend equivalents shall not be distributed prior to settlement of the Stock Unit to which the dividend equivalents pertain. Prior to distribution, any dividend equivalents shall be subject to the same conditions and restrictions (including without limitation, any forfeiture conditions) as the Stock Units to which they attach. The value of dividend equivalents payable or distributable with respect to any unvested Stock Units that do not vest shall be forfeited.

(e) *Form and Time of Settlement of Stock Units*. Settlement of vested Stock Units may be made in the form of (i) cash, (ii) Shares or (iii) any combination of both, as determined by the Committee. The actual number of Stock Units eligible for settlement may be larger or smaller than the number included in the original Award, based on predetermined performance factors. Methods of converting Stock Units into cash may include (without limitation) a method based on the average Fair Market Value of Shares over a series of trading days. A Stock Unit Award Agreement may provide that vested Stock Units may be settled in a lump sum or in installments. A Stock Unit Award Agreement may provide that the distribution may occur or commence when all vesting conditions applicable to the Stock Units have been satisfied or have lapsed, or it may be deferred to any later date, subject to compliance with Section 409A. The amount of a deferred distribution may be increased by an interest factor or by dividend equivalents. Until an Award of Stock Units is settled, the number of such Stock Units shall be subject to adjustment pursuant to Section 12.

(f) *Death of Participant*. Any Stock Unit Award that becomes payable after the Participant's death shall be distributed to the Participant's beneficiary or beneficiaries. Each recipient of a Stock Unit Award under the Plan shall designate one or more beneficiaries for this purpose by filing the prescribed form with the Company. A beneficiary designation may be changed by filing the prescribed form with the Company at any time before the Participant's death. If no beneficiary was designated or if no designated beneficiary survives the Participant, then any Stock Units Award that becomes payable after the Participant's death shall be distributed to the Participant's estate.

(g) *Creditors' Rights*. A holder of Stock Units shall have no rights other than those of a general creditor of the Company. Stock Units represent an unfunded and unsecured obligation of the Company, subject to the terms and conditions of the applicable Stock Unit Award Agreement.

SECTION 11. CASH-BASED AWARDS.

The Committee may, in its sole discretion, grant Cash-Based Awards to any Participant in such number or amount and upon such terms, and subject to such conditions, as the Committee shall determine at the time of grant and specify in an applicable Award Agreement. The Committee shall determine the maximum duration of the Cash-Based Award, the amount of cash which may be payable pursuant to the Cash-Based Award, the conditions upon which the Cash-Based Award shall become vested or payable, and such other provisions as the Committee shall determine. Each Cash-Based Award shall specify a cash-denominated payment amount, formula, or payment ranges as determined by the Committee. Payment, if any, with respect to a Cash-Based Award shall be made in accordance with the terms of the Award and may be made in cash or in Shares, as the Committee determines.

SECTION 12. ADJUSTMENT OF SHARES.

(a) *Adjustments*. In the event of a subdivision of the outstanding Stock, a declaration of a dividend payable in Shares, a declaration of a dividend payable in a form other than Shares in an amount that has a material effect on the price of Shares, a combination or consolidation of the outstanding Stock (by reclassification or otherwise) into a lesser number of Shares, a recapitalization, a spin-off or a similar occurrence, the Committee shall make appropriate and equitable adjustments in:

(i) The number of Shares available for future Awards and the limitations set forth under Section 5;

(ii) The number of Shares covered by each outstanding Award; and

(iii) The Exercise Price under each outstanding Option and SAR.

(b) *Dissolution or Liquidation*. To the extent not previously exercised or settled, Options, SARs, and Stock Units shall terminate immediately prior to the dissolution or liquidation of the Company.

(c) *Mergers or Reorganizations*. In the event that the Company is a party to a merger or other reorganization, outstanding Awards shall be subject to the agreement of merger or reorganization. Subject to compliance with Section 409A, such agreement shall provide for:

(i) The continuation of the outstanding Awards by the Company, if the Company is a surviving corporation;

(ii) The assumption of the outstanding Awards by the surviving corporation its parent or subsidiary;

(iii) The substitution by the surviving corporation or its parent or subsidiary of its own awards for the outstanding Awards;

(iv) Immediate vesting, exercisability, or settlement of outstanding Awards followed by the cancellation of such Awards upon or immediately prior to the effectiveness of such transaction; or

(v) Settlement of the intrinsic value of the outstanding Awards (whether or not then vested or exercisable) in cash or cash equivalents or equity (including cash or equity subject to deferred vesting and delivery consistent with the vesting restrictions applicable to such Awards or the underlying Shares) followed by the cancellation of such Awards (and, for the avoidance of doubt, if as of the date of the occurrence of the transaction the Committee determines in good faith that no amount would have been attained upon the exercise of such Award or realization of the Participant's rights, then such Award may be terminated by the Company without payment);

in each case without the Participant's consent. Any acceleration of payment of an amount that is subject to Section 409A will be delayed, if necessary, until the earliest time that such payment would be permissible under Section 409A without triggering any additional taxes applicable under Section 409A.

The Company will have no obligation to treat all Awards, all Awards held by a Participant, or all Awards of the same type, similarly.

(d) *Reservation of Rights*. Except as provided in this Section 12, a Participant shall have no rights by reason of any subdivision or consolidation of Shares of stock of any class, the payment of any dividend or any other increase or decrease in the number of Shares of stock of any class. Any issue by the Company of Shares of stock of any class, or securities convertible into Shares of stock of any class, shall not affect, and no adjustment by reason thereof shall be made with respect to, the number or Exercise Price of Shares subject to an Award. The grant of an Award pursuant to the Plan shall not affect in any way the right or power of the Company to make adjustments, reclassifications, reorganizations, or changes of its capital or business structure, to merge or consolidate or to dissolve, liquidate, sell, or transfer all or any part of its business or assets. In the event of any change affecting the Shares or the Exercise Price of Shares subject to an Award, including a merger or other reorganization, for reasons of administrative convenience, the Company in its sole discretion may refuse to permit the exercise of any Award during a period of up to thirty (30) days prior to the occurrence of such event.

SECTION 13. DEFERRAL OF AWARDS.

(a) *Committee Powers*. Subject to compliance with Section 409A, the Committee (in its sole discretion) may permit or require a Participant to:

(i) Have cash that otherwise would be paid to such Participant as a result of the exercise of a SAR or the settlement of Stock Units credited to a deferred compensation account established for such Participant by the Committee as an entry on the Company's books;

(ii) Have Shares that otherwise would be delivered to such Participant as a result of the exercise of an Option or SAR converted into an equal number of Stock Units; or

(iii) Have Shares that otherwise would be delivered to such Participant as a result of the exercise of an Option or SAR or the settlement of Stock Units converted into amounts credited to a deferred compensation account established for such Participant by the Committee as an entry on the Company's books. Such amounts shall be determined by reference to the Fair Market Value of such Shares as of the date when they otherwise would have been delivered to such Participant.

(b) *General Rules*. A deferred compensation account established under this Section 13 may be credited with interest or other forms of investment return, as determined by the Committee. A Participant for whom such an account is established shall have no rights other than those of a general creditor of the Company. Such an account shall represent an unfunded and unsecured obligation of the Company and shall be subject to the terms and conditions of the applicable agreement between such Participant and the Company. If the deferral or conversion of Awards is permitted or required, the Committee (in its sole discretion) may establish rules, procedures, and forms pertaining to such Awards, including (without limitation) the settlement of deferred compensation accounts established under this Section 13.

SECTION 14. AWARDS UNDER OTHER PLANS.

The Company may grant awards under other plans or programs. Such awards may be settled in the form of Shares issued under the Plan. Such Shares shall be treated for all purposes under the Plan like Shares issued in settlement of Stock Units and shall, when issued, reduce the number of Shares available under Section 5.

SECTION 15. PAYMENT OF DIRECTOR'S FEES IN SECURITIES.

(a) *Effective Date*. No provision of this Section 15 shall be effective unless and until the Board has determined to implement such provision.

(b) *Elections to Receive NSOs, SARs, Restricted Shares, or Stock Units*. An Outside Director may elect to receive his or her annual retainer payments and/or meeting fees from the Company in the form of cash, NSOs, SARs, Restricted Shares, Stock Units, or a combination thereof, as determined by the Board. Alternatively, the Board may mandate payment in any of such alternative forms. Such NSOs, SARs, Restricted Shares, and Stock Units shall be issued under the Plan. An election under this Section 15 shall be filed with the Company on the prescribed form.

(c) *Number and Terms of NSOs, SARs, Restricted Shares or Stock Units*. The number of NSOs, SARs, Restricted Shares, or Stock Units to be granted to Outside Directors in lieu of annual retainers and meeting fees that would otherwise be paid in cash shall be calculated in a manner determined by the Board. The terms of such NSOs, SARs, Restricted Shares, or Stock Units shall also be determined by the Board.

SECTION 16. LEGAL AND REGULATORY REQUIREMENTS.

Shares shall not be issued under the Plan unless the issuance and delivery of such Shares complies with (or is exempt from) all applicable requirements of law, including (without limitation) the Securities Act, state securities laws and regulations and the regulations of any stock exchange on which the Company's securities may then be listed, and the Company has obtained the approval or favorable ruling from any governmental agency which the Company determines is necessary or advisable. The Company shall not be liable to a Participant or other persons as to: (a) the non-issuance or sale of Shares as to which the Company has not obtained from any regulatory body having jurisdiction the authority deemed by the Company's counsel to be necessary to the lawful issuance and sale of any Shares under the Plan; and (b) any tax consequences expected, but not realized, by any Participant or other person due to the receipt, exercise or settlement of any Award granted under the Plan.

SECTION 17. TAXES.

(a) *Withholding Taxes*. To the extent required by applicable federal, state, local, or foreign law, a Participant or his or her successor shall make arrangements satisfactory to the Company for the satisfaction of any withholding tax obligations that arise in connection with the Plan. The Company shall not be required to issue any Shares or make any cash payment under the Plan until such obligations are satisfied.

(b) *Share Withholding*. The Committee may permit a Participant to satisfy all or part of his or her withholding or income tax obligations by having the Company withhold all or a portion of any Shares that otherwise would be issued to him or her or by surrendering all or a portion of any Shares that he or she previously acquired. Such Shares shall be valued at their Fair Market Value on the date when taxes otherwise would be withheld in cash. In no event may a Participant have Shares withheld that would otherwise be issued to him or her in excess of the number necessary to satisfy the maximum legally required tax withholding.

(c) *Section 409A*. Each Award that provides for "nonqualified deferred compensation" within the meaning of Section 409A shall be subject to such additional rules and requirements as specified by the Committee from time to time in order to comply with Section 409A. If any amount under such an Award is payable upon a "separation from service" (within the meaning of Section 409A) to a Participant who is then considered a "specified employee" (within the meaning of Section 409A), then no such payment shall be made prior to the date that is the earlier of (i) six (6) months and one day after the Participant's separation from service, or (ii) the Participant's death, but only to the extent such delay is necessary to prevent such payment from being subject to interest, penalties, and/or additional tax imposed pursuant to Section 409A. In addition, the settlement of any such Award may not be accelerated except to the extent permitted by Section 409A.

SECTION 18. TRANSFERABILITY.

Unless the agreement evidencing an Award (or an amendment thereto authorized by the Committee) expressly provides otherwise, no Award granted under the Plan, nor any interest in such Award, may be sold, assigned, conveyed, gifted, pledged, hypothecated, or otherwise transferred in any manner (prior to the vesting and lapse of any and all restrictions applicable to Shares issued under such Award), other than by will or the laws of descent and distribution; provided, however, that an ISO may be transferred or assigned only to the extent consistent with Section 422 of the Code. Any purported assignment, transfer, or encumbrance in violation of this Section 18 shall be void and unenforceable against the Company.

SECTION 19. PERFORMANCE BASED AWARDS.

The number of Shares or other benefits granted, issued, retained, and/or vested under an Award may be made subject to the attainment of performance goals. The Committee may utilize any performance criteria selected by it in its sole discretion to establish performance goals.

SECTION 20. RECOUPMENT.

In the event that the Company is required to prepare restated financial results owing to an executive officer's intentional misconduct or grossly negligent conduct, the Board (or a designated committee) shall have the authority, to the extent permitted by applicable law, to require reimbursement or forfeiture to the Company of the amount of bonus or incentive compensation (whether cash-based or equity-based) such executive officer received during the three fiscal years preceding the year the restatement is determined to be required, to the extent that such bonus or incentive compensation exceeds what the officer would have received based on an applicable restated performance measure or target. The Company will recoup incentive-based compensation from executive officers to the extent required under the Dodd-Frank Wall Street Reform and Consumer Protection Act and any rules, regulations and listing standards that may be issued under that act. Any right of recoupment under this provision will be in addition to, and not in lieu of, any other rights of recoupment that may be available to the Company.

SECTION 21. NO EMPLOYMENT RIGHTS.

No provision of the Plan, nor any Award granted under the Plan, shall be construed to give any person any right to become, to be treated as, or to remain an Employee or Consultant. The Company and its Subsidiaries reserve the right to terminate any person's Service at any time and for any reason, with or without notice.

SECTION 22. DURATION AND AMENDMENTS.

(a) *Term of the Plan*. The Plan, as set forth herein, shall come into existence on the date of its adoption by the Board; provided, however, that no Award may be granted hereunder prior to the Effective Date. The Board may suspend or terminate the Plan at any time. No ISOs may be granted after the tenth anniversary of the earlier of (i) the date the Plan is adopted by the Board, or (ii) the date the Plan is approved the stockholders of the Company.

(b) *Right to Amend the Plan*. The Board may amend the Plan at any time and from time to time. Rights and obligations under any Award granted before amendment of the Plan shall not be materially impaired by such amendment, except with consent of the Participant. An amendment of the Plan shall be subject to the approval of the Company's stockholders only to the extent required by applicable laws, regulations or rules.

(c) *Effect of Termination*. No Awards shall be granted under the Plan after the termination thereof. The termination of the Plan shall not affect Awards previously granted under the Plan.

SECTION 23. AWARDS TO NON-U.S. PARTICIPANTS.

Awards may be granted to Participants who are non-United States nationals or employed or providing services outside the United States, or both, on such terms and conditions different from those applicable to Awards to Participants who are employed or providing services in the United States as may, in the judgment of the Committee, be necessary or desirable to recognize differences in local law, tax policy, or custom. The Committee also may impose conditions on the exercise, vesting, or settlement of Awards in order to minimize the Company's obligation with respect to tax equalization for Participants on assignments outside their home country.

SECTION 24. GOVERNING LAW.

The Plan and each Award Agreement shall be governed by the laws of the State of Delaware, without application of the conflicts of law principles thereof.

SECTION 25. SUCCESSORS AND ASSIGNS.

The terms of the Plan shall be binding upon and inure to the benefit of the Company and any successor entity, including any successor entity contemplated by Section 12(c).

SECTION 26. EXECUTION.

To record the adoption of the Plan by the Board, the Company has caused its authorized officer to execute the same.

1STDIBS.COM, INC.

By: _____
Name: David Rosenblatt
Title: Chief Executive Officer

1STDIBS.COM, INC.
2021 STOCK INCENTIVE PLAN
NOTICE OF STOCK OPTION GRANT

You have been granted the following Option (this "**Option**" or this "**Award**") to purchase shares of Common Stock ("**Stock**") of 1stdibs.com, Inc. (the "**Company**") under the 1stdibs.com, Inc. 2021 Stock Incentive Plan (as may be amended from time to time, the "**Plan**"):

Name of Optionee:	[Name of Optionee]
Grant Date:	[Date of Grant]
Total Number of Shares Subject to Option:	[Total Shares]
Type of Option:	☐ Incentive Stock Option ☐ Nonstatutory Stock Option
Exercise Price Per Share:	$[Exercise Price]
Vesting Commencement Date:	[Vesting Commencement Date]
Vesting Schedule:	[This Option becomes exercisable when you complete [___] months of continuous Service as an Employee or a Consultant from the Vesting Commencement Date. *Actual vesting schedule to be inserted.*]
Expiration Date:	[Expiration Date] This Option expires earlier if your Service terminates earlier, as described in the Stock Option Agreement.

By your written signature below (or your electronic acceptance) and the signature of the Company's representative below, you and the Company agree that this Option is granted under and governed by the term and conditions of the Plan and the Stock Option Agreement (this "Agreement"), both of which are attached to and made a part of this document.

By your written signature below (or your electronic acceptance), you further agree that the Company may deliver by e-mail all documents relating to the Plan or this Award (including without limitation, prospectuses required by the Securities and Exchange Commission) and all other documents that the Company is required to deliver to its security holders (including without limitation, annual reports and proxy statements). You also agree that the Company may deliver these documents by posting them on a website maintained by the Company or by a third party under contract with the Company. If the Company posts these documents on a website, it will notify you by e-mail. Should you electronically accept this Agreement, you agree to the following: "This electronic contract contains my electronic signature, which I have executed with the intent to sign this Agreement."

OPTIONEE

Optionee's Signature

Optionee's Printed Name

1STDIBS.COM, INC.

By:

Name:

Title:

The Plan and Other Agreements	The Option that you are receiving is granted pursuant and subject in all respects to the applicable provisions of the Plan, which is incorporated herein by reference. Capitalized terms not defined in this Agreement will have the meanings ascribed to them in the Plan. The attached Notice, this Agreement and the Plan constitute the entire understanding between you and the Company regarding this Award. Any prior agreements, commitments or negotiations concerning this Option are superseded. This Agreement may be amended by the Committee without your consent; however, if any such amendment would materially impair your rights or obligations under this Agreement, this Agreement may be amended only by another written agreement, signed by you and the Company.
Tax Treatment	This Option is intended to be an incentive stock option under Section 422 of the Code or a nonstatutory option, as provided in the Notice of Stock Option Grant. Even if this Option is designated as an incentive stock option, it will be deemed to be a nonstatutory option to the extent required by the $100,000 annual limitation under Section 422(d) of the Code.
Vesting	This Option becomes exercisable in installments, as shown in the Notice of Stock Option Grant. This Option will in no event become exercisable for additional Shares after your Service as an Employee or a Consultant has terminated for any reason.
Term	This Option expires in any event at the close of business at Company headquarters on the day before the tenth (10th) anniversary of the Grant Date, as shown on the Notice of Stock Option Grant (fifth (5th) anniversary for a more than ten percent (10%) shareholder as provided under the Plan if this is an incentive stock option). This Option may expire earlier if your Service terminates, as described below.
Regular Termination	If your Service terminates for any reason except due to your death or Disability, then this Option will expire at the close of business at Company headquarters on the date three (3) months after the date your Service terminates (or, if earlier, the Expiration Date). The Company determines when your Service terminates for this purpose and all purposes under the Plan and its determinations are conclusive and binding on all persons.

Death	If your Service terminates because of your death, then this Option will expire at the close of business at Company headquarters on the date twelve (12) months after the date your Service terminates (or, if earlier, the Expiration Date). During that period of up to twelve (12) months, your estate or heirs may exercise this Option.
Disability	If your Service terminates because of your Disability, then this Option will expire at the close of business at Company headquarters on the date twelve (12) months after the date your Service terminates (or, if earlier, the Expiration Date).
Leaves of Absence	For purposes of this Option, your Service does not terminate when you go on a military leave, a sick leave or another *bona fide* leave of absence, if the leave of absence was approved by the Company in writing and if continued crediting of Service is required by the terms of the leave or by applicable law. But your Service terminates when the approved leave ends, unless you immediately return to active work. If you go on a leave of absence, then the vesting schedule specified in the Notice of Stock Option Grant may be adjusted in accordance with the Company's leave of absence policy or the terms of your leave. If you commence working on a part-time basis, then the vesting schedule specified in the Notice of Stock Option Grant may be adjusted in accordance with the Company's part-time work policy or the terms of an agreement between you and the Company pertaining to your part-time schedule.
Restrictions on Exercise	The Company will not permit you to exercise this Option if the issuance of Shares at that time would violate any law or regulation. The inability of the Company to obtain approval from any regulatory body having authority deemed by the Company to be necessary to the lawful issuance and sale of the Stock pursuant to this Option will relieve the Company of any liability with respect to the non-issuance or sale of the Stock as to which such approval will not have been obtained.
Notice of Exercise	When you wish to exercise this Option you must provide a written or electronic notice of exercise form (substantially in the form attached to this Agreement as Exhibit A) in accordance with such procedures as are established by the Company and communicated to you from time to time. Any notice of exercise must specify how many Shares you wish to purchase and how your Shares should be registered. The notice of exercise will be effective when it is received by the Company. If someone else wants to exercise this Option after your death, that person must prove to the Company's satisfaction that he or she is entitled to do so.

Form of Payment

When you submit your notice of exercise, you must include payment of the Option exercise price for the Shares you are purchasing. Payment may be made in the following form(s):

- Your personal check, a cashier's check, a money order or a wire transfer.
- Certificates for Shares that you own, along with any forms needed to effect a transfer of those Shares to the Company. The value of the Shares, determined as of the effective date of the Option exercise, will be applied to the Option exercise price. Instead of surrendering Shares, you may attest to the ownership of those Shares on a form provided by the Company and have the same number of Shares subtracted from the Shares issued to you upon exercise of this Option. However, you may not surrender or attest to the ownership of Shares in payment of the exercise price if your action would cause the Company to recognize a compensation expense (or additional compensation expense) with respect to this Option for financial reporting purposes.
- By delivery on a form approved by the Company of an irrevocable direction to a securities broker approved by the Company to sell all or part of the Shares that are issued to you when you exercise this Option and to deliver to the Company from the sale proceeds an amount sufficient to pay the Option exercise price and any withholding taxes. The balance of the sale proceeds, if any, will be delivered to you. The directions must be given by providing a notice of exercise form approved by the Company.
- By delivery on a form approved by the Company of an irrevocable direction to a securities broker or lender approved by the Company to pledge Shares that are issued to you when you exercise this Option as security for a loan and to deliver to the Company from the loan proceeds an amount sufficient to pay the Option exercise price and any withholding taxes. The directions must be given by providing a notice of exercise form approved by the Company.
- If permitted by the Committee, by a "**net exercise**" arrangement pursuant to which the number of Shares issuable upon exercise of the Option will be reduced by the largest whole number of Shares having an aggregate Fair Market Value that does not exceed the aggregate exercise price (plus tax withholdings, if applicable) and any remaining balance of the aggregate exercise price (and/or applicable tax

withholdings) not satisfied by such reduction in the number of whole Shares to be issued will be paid by you in cash other form of payment permitted under this Option. The directions must be given by providing a notice of exercise form approved by the Company.

- Any other form permitted by the Committee in its sole discretion.

Notwithstanding the foregoing, payment may not be made in any form that is unlawful, as determined by the Committee in its sole discretion.

Withholding Taxes and Stock Withholding

Regardless of any action the Company and/or the Subsidiary or Affiliate employing you ("**Employer**") takes with respect to any or all income tax, social insurance, payroll tax, payment on account or other tax-related withholding ("**Tax-Related Items**"), you acknowledge that the ultimate liability for all Tax-Related Items legally due by you is and remains your responsibility and that the Company and/or your Employer (1) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of this Option grant, including the grant, vesting or exercise of this Option, the subsequent sale of Shares acquired pursuant to such exercise and the receipt of any dividends; and (2) do not commit to structure the terms of the grant or any aspect of this Option to reduce or eliminate your liability for Tax-Related Items.

Prior to exercise of this Option, you will pay or make adequate arrangements satisfactory to the Company and/or your Employer to satisfy all withholding and payment on account obligations of the Company and/or your Employer. In this regard, you authorize the Company and/or your Employer to withhold all applicable Tax-Related Items legally payable by you from your wages or other cash compensation paid to you by the Company and/or your Employer. With the Company's consent, these arrangements may also include, if permissible under local law, (a) withholding Shares that otherwise would be issued to you when you exercise this Option, provided that the Company only withholds the amount of Shares necessary to satisfy the maximum legally required tax withholding, (b) having the Company withhold taxes from the proceeds of the sale of the Shares, either through a voluntary sale or through a mandatory sale arranged by the Company (on your behalf pursuant to this authorization), or (c) any other arrangement approved by the Committee. The Fair Market Value of the Shares, determined as of the effective date of the Option exercise, will be applied as a credit against the withholding taxes. Finally, you will pay to the Company or your Employer any amount of Tax-Related Items that the Company or your Employer may be required to withhold as a result of your participation in the Plan or your

purchase of Shares that cannot be satisfied by the means previously described. The Company may refuse to honor the exercise and refuse to deliver the Shares if you fail to comply with your obligations in connection with the Tax-Related Items as described in this section.

Restrictions on Resale

You agree not to sell any Shares at a time when applicable laws, Company policies or an agreement between the Company and its underwriters prohibit a sale. This restriction will apply as long as your Service continues and for such period of time after the termination of your Service as the Company may specify.

Transfer of Option

In general, only you can exercise this Option prior to your death. You may not sell, transfer, assign, pledge or otherwise dispose of this Option, other than as designated by you, by will or by the laws of descent and distribution, except as provided below. For instance, you may not use this Option as security for a loan. If you attempt to do any of these things, this Option will immediately become invalid. You may in any event dispose of this Option in your will. Regardless of any marital property settlement agreement, the Company is not obligated to honor a notice of exercise from your former spouse, nor is the Company obligated to recognize your former spouse's interest in this Option in any other way.

However, if this Option is designated as a nonstatutory stock option in the Notice of Stock Option Grant, then the Committee may, in its sole discretion, allow you to transfer this Option as a gift to one or more family members. For purposes of this Agreement, "**family member**" means a child, stepchild, grandchild, parent, stepparent, grandparent, spouse, former spouse, sibling, niece, nephew, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law (including adoptive relationships), any individual sharing your household (other than a tenant or employee), a trust in which one or more of these individuals have more than fifty percent (50%) of the beneficial interest, a foundation in which you or one or more of these persons control the management of assets, and any entity in which you or one or more of these persons own more than fifty percent (50%) of the voting interest.

In addition, if this Option is designated as a nonstatutory stock option in the Notice of Stock Option Grant, then the Committee may, in its sole discretion, allow you to transfer this Option to your spouse or former spouse pursuant to a domestic relations order in settlement of marital property rights.

The Committee will allow you to transfer this Option only if both you and the transferee(s) execute the forms prescribed by the Committee, which include the consent of the transferee(s) to be bound by this Agreement.

Retention Rights	Neither this Option nor this Agreement gives you the right to be employed or retained by the Company or any Subsidiary or Affiliate of the Company in any capacity. The Company and its Subsidiaries and Affiliates reserve the right to terminate your Service at any time, with or without cause.
Shareholder Rights	This Option carries neither voting rights nor rights to dividends. You, or your estate or heirs, have no rights as a shareholder of the Company unless and until you have exercised this Option by giving the required notice to the Company and paying the exercise price. No adjustments will be made for dividends or other rights if the applicable record date occurs before you exercise this Option, except as described in the Plan.
Adjustments	The number of Shares covered by this Option and the exercise price per Share will be subject to adjustment in the event of a stock split, a stock dividend or a similar change in Company Shares, and in other circumstances, as set forth in the Plan. The forfeiture provisions and restrictions described above will apply to all new, substitute or additional stock options or securities to which you are entitled by reason of this Award.
Successors and Assigns	Except as otherwise provided in the Plan or this Agreement, every term of this Agreement will be binding upon and inure to the benefit of the parties hereto and their respective heirs, legatees, legal representatives, successors, transferees and assigns.
Notice	Any notice required or permitted under this Agreement will be given in writing and will be deemed effectively given upon the earliest of personal delivery, receipt or the third (3rd) full day following mailing with postage and fees prepaid, addressed to the other party hereto at the address last known in the Company's records or at such other address as such party may designate by ten (10) days' advance written notice to the other party hereto.
Section 409A of the Code	To the extent this Agreement is subject to, and not exempt from, Section 409A of the Code, this Agreement is intended to comply with Section 409A, and its provisions will be interpreted in a manner consistent with such intent. You acknowledge and agree that changes may be made to this Agreement to avoid adverse tax consequences to you under Section 409A.
Applicable Law and Choice of Venue	This Agreement will be interpreted and enforced under the laws of the State of Delaware without application of the conflicts of law principles thereof.

For purposes of litigating any dispute that arises directly or indirectly from the relationship of the parties evidenced by this Award or this Agreement, the parties hereby submit to and consent to the exclusive jurisdiction of the State of New York and agree that any such litigation will be conducted only in the courts of New York, or the federal courts of the United States located in New York and no other courts.

Miscellaneous

You understand and acknowledge that (1) the Plan is entirely discretionary, (2) the Company and your Employer have reserved the right to amend, suspend or terminate the Plan at any time, (3) the grant of this Option does not in any way create any contractual or other right to receive additional grants of options (or benefits in lieu of options) at any time or in any amount and (4) all determinations with respect to any additional grants, including (without limitation) the times when options will be granted, the number of Shares subject to awards, the exercise price and the vesting schedule, will be at the sole discretion of the Company.

The value of this Option will be an extraordinary item of compensation outside the scope of your employment contract, if any, and will not be considered a part of your normal or expected compensation for purposes of calculating severance, resignation, redundancy or end-of-service payments, bonuses, long-service awards, pension or retirement benefits or similar payments.

You understand and acknowledge that participation in the Plan ceases upon termination of your Service for any reason, except as may explicitly be provided otherwise in the Plan or this Agreement.

You hereby authorize and direct your Employer to disclose to the Company or any Subsidiary or Affiliate any information regarding your employment, the nature and amount of your compensation and the fact and conditions of your participation in the Plan, as your Employer deems necessary or appropriate to facilitate the administration of the Plan.

You consent to the collection, use and transfer of personal data as described in this subsection. You understand and acknowledge that the Company, your Employer and the Company’s other Subsidiaries and Affiliates hold certain personal information regarding you for the purpose of managing and administering the Plan, including (without limitation) your name, home address, telephone number, date of birth, social insurance or other government identification number, salary, nationality, job title, any Shares or directorships held in the Company and details of all options or any other entitlements to Shares awarded,

canceled, exercised, vested, unvested or outstanding in your favor (the "**Data**"). You further understand and acknowledge that the Company, its Subsidiaries and/or its Affiliates will transfer Data among themselves as necessary for the purpose of implementation, administration and management of your participation in the Plan and that the Company and/or any Subsidiary may each further transfer Data to any third party assisting the Company in the implementation, administration and management of the Plan. You understand and acknowledge that the recipients of Data may be located in the United States or elsewhere, and that the laws of a recipient's country of operation (e.g., the United States) may not have equivalent privacy protections as local laws where you reside or work. You authorize such recipients to receive, possess, use, retain and transfer Data, in electronic or other form, for the purpose of administering your participation in the Plan, including a transfer to any broker or other third party with whom you elect to deposit Shares acquired under the Plan of such Data as may be required for the administration of the Plan and/or the subsequent holding of Shares on your behalf. You may, at any time, view the Data, require any necessary modifications of Data, make inquiries about the treatment of Data or withdraw the consents set forth in this subsection by contacting the Human Resources Department of the Company in writing.

BY SIGNING THE COVER SHEET OF THIS AGREEMENT, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS DESCRIBED ABOVE AND IN THE PLAN.

1STDIBS.COM, INC.
2021 STOCK INCENTIVE PLAN
NOTICE OF EXERCISE OF STOCK OPTION

OPTIONEE INFORMATION:

Name: _____

Social Security Number: _____

Employee Number: _____

Address: _____

_____

OPTION INFORMATION:

Grant Date: _____

Exercise Price per Share: $ _____

Total Number of Shares of 1stdibs.com, Inc. (the "**Company**") Covered by Option:

Type of Stock Option: ☐ Nonstatutory (NSO)

☐ Incentive (ISO)

Number of Shares of the Company for which Option is Being Exercised Now: _____ ("**Purchased Shares**")

Total Exercise Price for the Purchased Shares: $ _____

Form of Payment:

☐ Cash or Check for $ _____
payable to "1stdibs.com, Inc."
☐ Cashless exercise
☐ Net exercise

Name(s) in which the Purchased Shares should be Registered: _____

The Certificate for the Purchased Shares (if any) should be sent to the Following Address: _____

ACKNOWLEDGMENTS:

1. I understand that all sales of Purchased Shares are subject to compliance with the Company's policy on securities trades.

2. I hereby acknowledge that I received and read a copy of the prospectus describing the 1stdibs.com, Inc. 2021 Stock Incentive Plan and the tax consequences of an exercise.

3. In the case of a nonstatutory option, I understand that I must recognize ordinary income equal to the spread between the fair market value of the Purchased Shares on the date of exercise and the exercise price. I further understand that I am required to pay withholding taxes at the time of exercising a nonstatutory option.

4. In the case of an incentive stock option, I agree to notify the Company if I dispose of the Purchased Shares before I have met both of the tax holding periods applicable to incentive stock options (that is, if I dispose of the Purchased Shares prior to the date that is two (2) years after the Grant Date and one (1) year after the date the option was exercised).

SIGNATURE AND DATE:

_____ , 20

1STDIBS.COM, INC.
2021 STOCK INCENTIVE PLAN
NOTICE OF RESTRICTED STOCK UNIT AWARD

You have been granted the following Restricted Stock Units (the "**Restricted Stock Units**", "**RSUs**" or this "**Award**") representing shares of Common Stock of 1stdibs.com, Inc. (the "**Company**") under the 1stdibs.com, Inc. 2021 Stock Incentive Plan (as may be amended from time to time, the "**Plan**"):

Name of Recipient:	[Name of Recipient]
Grant Date:	[Date of Grant]
Total Number of Shares Subject to Restricted Stock Units:	[Total Shares]
Vesting Commencement Date:	[Vesting Commencement Date]
Vesting Schedule:	[The RSUs vest when you complete [____] months of continuous Service as an Employee or a Consultant from the Vesting Commencement Date. *Actual vesting schedule to be inserted.*]

By your written signature below (or your electronic acceptance) and the signature of the Company's representative below, you and the Company agree that the RSUs are granted under and governed by the term and conditions of the Plan and the Restricted Stock Unit Agreement (this "Agreement"), both of which are attached to and made a part of this document.

By your written signature below (or your electronic acceptance), you further agree that the Company may deliver by e-mail all documents relating to the Plan or this Award (including without limitation, prospectuses required by the Securities and Exchange Commission) and all other documents that the Company is required to deliver to its security holders (including without limitation, annual reports and proxy statements). You also agree that the Company may deliver these documents by posting them on a website maintained by the Company or by a third party under contract with the Company. If the Company posts these documents on a website, it will notify you by e-mail. Should you electronically accept this Agreement, you agree to the following: "This electronic contract contains my electronic signature, which I have executed with the intent to sign this Agreement."

RECIPIENT

_____
Recipient's Signature

_____
Recipient's Printed Name

1STDIBS.COM, INC.

By: _____
Name: _____

Title: _____

The Plan and Other Agreements	The RSUs that you are receiving are granted pursuant and subject in all respects to the applicable provisions of the Plan, which is incorporated herein by reference. Capitalized terms not defined in this Agreement will have the meanings ascribed to them in the Plan. The attached Notice, this Agreement and the Plan constitute the entire understanding between you and the Company regarding this Award. Any prior agreements, commitments or negotiations concerning this Award are superseded. This Agreement may be amended by the Committee without your consent; however, if any such amendment would materially impair your rights or obligations under this Agreement, this Agreement may be amended only by another written agreement, signed by you and the Company.
Payment for RSUs	No cash payment is required for the RSUs you receive. You are receiving the RSUs in consideration for Services rendered by you.
Vesting	The RSUs that you are receiving will vest in installments, as shown in the Notice of RSU Award. No additional RSUs vest after your Service as an Employee or a Consultant has terminated for any reason.
Forfeiture	If your Service terminates for any reason, then this Award expires immediately as to the number of RSUs that have not vested before the termination date and do not vest as a result of termination. This means that the unvested RSUs will immediately be cancelled. You receive no payment for RSUs that are forfeited. The Company determines when your Service terminates for this purpose and all purposes under the Plan and its determinations are conclusive and binding on all persons.
Leaves of Absence	For purposes of this Award, your Service does not terminate when you go on a military leave, a sick leave or another *bona fide* leave of absence, if the leave of absence was approved by the Company in writing and if continued crediting of Service is required by the terms of the leave or by applicable law. But your Service terminates when the approved leave ends, unless you immediately return to active work. If you go on a leave of absence, then the vesting schedule specified in the Notice of Restricted Stock Unit Award may be adjusted in accordance with the Company's leave of absence policy or the terms of your leave. If you commence working on a part-time basis, then the vesting schedule specified in the Notice of Restricted Stock Unit Award may be adjusted in accordance with the Company's part-time work policy or the terms of an agreement between you and the Company pertaining to your part-time schedule.

Nature of RSUs	Your RSUs are mere bookkeeping entries. They represent only the Company's unfunded and unsecured promise to issue Shares on a future date. As a holder of RSUs, you have no rights other than the rights of a general creditor of the Company.
No Voting Rights or Dividends	Your RSUs carry neither voting rights nor rights to dividends. You, or your estate or heirs, have no rights as a stockholder of the Company unless and until your RSUs are settled by issuing Shares. No adjustments will be made for dividends or other rights if the applicable record date occurs before your Shares are issued, except as described in the Plan.
RSUs Nontransferable	You may not sell, transfer, assign, pledge or otherwise dispose of any RSUs. For instance, you may not use your RSUs as security for a loan. If you attempt to do any of these things, your RSUs will immediately become invalid.
Settlement of RSUs	Each of your vested RSUs will be settled when it vests; provided, however, that if the Committee requires you to pay withholding taxes through a sale of Shares, settlement of each RSU may be deferred to the first permissible trading day for the Shares, if later than the applicable vesting date. Under no circumstances may your RSUs be settled later than two and one-half (2-1/2) months following the calendar year in which the applicable vesting date occurs. For purposes of this Agreement, "**permissible trading day**" means a day that satisfies all of the following requirements: (1) the exchange on which the Shares are traded is open for trading on that day; (2) you are permitted to sell Shares on that day without incurring liability under Section 16(b) of the Exchange Act; (3) either (a) you are not in possession of material non-public information that would make it illegal for you to sell Shares on that day under Rule 10b-5 under the Exchange Act or (b) Rule 10b5-1 under the Exchange Act would apply to the sale; (4) you are permitted to sell Shares on that day under such written insider trading policy as may have been adopted by the Company; and (5) you are not prohibited from selling Shares on that day by a written agreement between you and the Company or a third party. At the time of settlement, you will receive one Share for each vested RSU; provided, however, that no fractional Shares will be issued or delivered pursuant to the Plan or this Agreement, and the Committee will determine whether cash will be paid in lieu of any fractional Share or whether such fractional Share and any rights thereto will be canceled, terminated or otherwise eliminated. In addition, the Shares are issued to you subject to the condition that the issuance of the Shares not violate any law or regulation.

Withholding Taxes and Stock Withholding

Regardless of any action the Company and/or the Subsidiary or Affiliate employing you ("**Employer**") takes with respect to any or all income tax, social insurance, payroll tax, payment on account or other tax-related withholding ("**Tax-Related Items**"), you acknowledge that the ultimate liability for all Tax-Related Items legally due by you is and remains your responsibility and that the Company and/or your Employer (1) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of this Award, including the award, vesting or settlement of the RSUs, the subsequent sale of Shares acquired pursuant to settlement and the receipt of any dividends; and (2) do not commit to structure the terms of the award or any aspect of the RSUs to reduce or eliminate your liability for Tax-Related Items.

Prior to the settlement of the RSUs, you shall pay or make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all withholding and payment on account obligations of the Company and/or your Employer. In this regard, you authorize the Company and/or your Employer to withhold all applicable Tax-Related Items legally payable by you from your wages or other cash compensation paid to you by the Company and/or your Employer.

Unless an alternative arrangement satisfactory to the Committee has been provided prior to the vesting date, the default method for paying withholding taxes is withholding Shares that otherwise would be issued to you when the RSUs are settled, provided that the Company only withholds Shares having a Fair Market Value equal to the amount necessary to satisfy the maximum legally required tax withholding.

The Committee may also require the withholding of taxes from the proceeds of the sale of the Shares, either through a voluntary sale or through a mandatory sale arranged by the Company (on your behalf pursuant to this authorization), or any other arrangement approved by the Committee.

The Fair Market Value of the Shares, determined as of the effective date when taxes otherwise would have been withheld in cash, will be applied as a credit against the withholding taxes. Finally, you will pay to the Company or your Employer any amount of Tax-Related Items that the Company or your Employer may be required to withhold as a result of your participation in the Plan or your acquisition of Shares that cannot be satisfied by the means previously described. The Company may refuse to deliver the Shares if you fail to comply with your obligations in connection with the Tax-Related Items as described in this section, and your rights to the Shares will be forfeited if you do not comply with such obligations on or before the date that is two and one-half (2-1/2) months following the calendar year in which the applicable vesting date for the RSUs occurs.

Restrictions on Resale	You agree not to sell any Shares at a time when applicable laws, Company policies or an agreement between the Company and its underwriters prohibit a sale. This restriction will apply as long as your Service continues and for such period of time after the termination of your Service as the Company may specify.
No Retention Rights	Neither this Award nor this Agreement gives you the right to be employed or retained by the Company or any Subsidiary or Affiliate of the Company in any capacity. The Company and its Subsidiaries and Affiliates reserve the right to terminate your Service at any time, with or without cause.
Adjustments	The number of RSUs covered by this Award will be subject to adjustment in the event of a stock split, a stock dividend or a similar change in Shares, and in other circumstances, as set forth in the Plan. The forfeiture provisions and restrictions described above will apply to all new, substitute or additional restricted stock units or securities to which you are entitled by reason of this Award.
Successors and Assigns	Except as otherwise provided in the Plan or this Agreement, every term of this Agreement will be binding upon and inure to the benefit of the parties hereto and their respective heirs, legatees, legal representatives, successors, transferees and assigns.
Notice	Any notice required or permitted under this Agreement will be given in writing and will be deemed effectively given upon the earliest of personal delivery, receipt or the third (3rd) full day following mailing with postage and fees prepaid, addressed to the other party hereto at the address last known in the Company's records or at such other address as such party may designate by ten (10) days' advance written notice to the other party hereto.
Section 409A of the Code	To the extent this Agreement is subject to, and not exempt from, Section 409A of the Code, this Agreement is intended to comply with Section 409A, and its provisions will be interpreted in a manner consistent with such intent. You acknowledge and agree that changes may be made to this Agreement to avoid adverse tax consequences to you under Section 409A.
Applicable Law and Choice of Venue	This Agreement will be interpreted and enforced under the laws of the State of Delaware without application of the conflicts of law principles thereof. For purposes of litigating any dispute that arises directly or indirectly from the relationship of the parties evidenced by this Award or this Agreement, the parties hereby submit to and consent to the exclusive jurisdiction of the State of New York and agree that any such litigation will be conducted only in the courts of New York, or the federal courts of the United States located in New York and no other courts.

Miscellaneous

You understand and acknowledge that (1) the Plan is entirely discretionary, (2) the Company and your Employer have reserved the right to amend, suspend or terminate the Plan at any time, (3) the grant of this Award does not in any way create any contractual or other right to receive additional grants of awards (or benefits in lieu of awards) at any time or in any amount and (4) all determinations with respect to any additional grants, including (without limitation) the times when awards will be granted, the number of RSUs subject to awards and the vesting schedule, will be at the sole discretion of the Company.

The value of this Award will be an extraordinary item of compensation outside the scope of your employment contract, if any, and will not be considered a part of your normal or expected compensation for purposes of calculating severance, resignation, redundancy or end-of-service payments, bonuses, long-service awards, pension or retirement benefits or similar payments.

You understand and acknowledge that participation in the Plan ceases upon termination of your Service for any reason, except as may explicitly be provided otherwise in the Plan or this Agreement.

You hereby authorize and direct your Employer to disclose to the Company or any Subsidiary or Affiliate any information regarding your employment, the nature and amount of your compensation and the fact and conditions of your participation in the Plan, as your Employer deems necessary or appropriate to facilitate the administration of the Plan.

You consent to the collection, use and transfer of personal data as described in this subsection. You understand and acknowledge that the Company, your Employer and the Company's other Subsidiaries and Affiliates hold certain personal information regarding you for the purpose of managing and administering the Plan, including (without limitation) your name, home address, telephone number, date of birth, social insurance or other government identification number, salary, nationality, job title, any Shares or directorships held in the Company and details of all awards or any other entitlements to RSUs or Shares awarded, canceled, exercised, vested, unvested or outstanding in your favor (the "**Data**"). You further understand and acknowledge that the Company, its Subsidiaries and/or its Affiliates will transfer Data among themselves as necessary for the purpose of implementation, administration and management of your participation in the Plan and that the Company

and/or any Subsidiary may each further transfer Data to any third party assisting the Company in the implementation, administration and management of the Plan. You understand and acknowledge that the recipients of Data may be located in the United States or elsewhere, and that the laws of a recipient's country of operation (e.g., the United States) may not have equivalent privacy protections as local laws where you reside or work. You authorize such recipients to receive, possess, use, retain and transfer Data, in electronic or other form, for the purpose of administering your participation in the Plan, including a transfer to any broker or other third party with whom you elect to deposit Shares acquired under the Plan of such Data as may be required for the administration of the Plan and/or the subsequent holding of Shares on your behalf. You may, at any time, view the Data, require any necessary modifications of Data, make inquiries about the treatment of Data or withdraw the consents set forth in this subsection by contacting the Human Resources Department of the Company in writing.

BY SIGNING THE COVER SHEET OF THIS AGREEMENT, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS DESCRIBED ABOVE AND IN THE PLAN.

1STDIBS.COM, INC.
2021 STOCK INCENTIVE PLAN
NOTICE OF RESTRICTED STOCK AWARD

You have been granted the following restricted shares of Common Stock (the "**Restricted Shares**" or this "**Award**") of 1stdibs.com, Inc. (the "**Company**") under the 1stdibs.com, Inc. 2021 Stock Incentive Plan (as may be amended from time to time, the "**Plan**"):

Name of Recipient:	[Name of Recipient]
Grant Date:	[Date of Grant]
Total Number of Shares Granted:	[Total Shares]
Vesting Commencement Date:	[Vesting Commencement Date]
Vesting Schedule:	[The Restricted Shares vest when you complete [___] months of continuous Service as an Employee or a Consultant from the Vesting Commencement Date. *Actual vesting schedule to be inserted.*]

By your written signature below (or your electronic acceptance) and the signature of the Company's representative below, you and the Company agree that the Restricted Shares are granted under and governed by the term and conditions of the Plan and the Restricted Stock Agreement (this "Agreement"), both of which are attached to and made a part of this document.

By your written signature below (or your electronic acceptance), you further agree that the Company may deliver by e-mail all documents relating to the Plan or this Award (including without limitation, prospectuses required by the Securities and Exchange Commission) and all other documents that the Company is required to deliver to its security holders (including without limitation, annual reports and proxy statements). You also agree that the Company may deliver these documents by posting them on a website maintained by the Company or by a third party under contract with the Company. If the Company posts these documents on a website, it will notify you by e-mail. Should you electronically accept this Agreement, you agree to the following: "This electronic contract contains my electronic signature, which I have executed with the intent to sign this Agreement."

RECIPIENT

_____
Recipient's Signature

_____
Recipient's Printed Name

1STDIBS.COM, INC.

By: _____
Name: _____

Title: _____

The Plan and Other Agreements	The Restricted Shares that you are receiving are granted pursuant and subject in all respects to the applicable provisions of the Plan, which is incorporated herein by reference. Capitalized terms not defined in this Agreement will have the meanings ascribed to them in the Plan. The attached Notice, this Agreement and the Plan constitute the entire understanding between you and the Company regarding this Award. Any prior agreements, commitments or negotiations concerning this Award are superseded. This Agreement may be amended by the Committee without your consent; however, if any such amendment would materially impair your rights or obligations under this Agreement, this Agreement may be amended only by another written agreement, signed by you and the Company.
Payment For Shares	No cash payment is required for the Shares you receive. You are receiving the Shares in consideration for Services rendered by you.
Vesting	The Shares that you are receiving will vest in installments, as shown in the Notice of Restricted Stock Award. No additional Shares vest after your Service as an Employee or a Consultant has terminated for any reason.
Shares Restricted	Unvested Shares will be considered "**Restricted Shares**." Except to the extent permitted by the Committee, you may not sell, transfer, assign, pledge or otherwise dispose of Restricted Shares.
Forfeiture	If your Service terminates for any reason, then your Shares will be forfeited to the extent that they have not vested before the termination date and do not vest as a result of termination. This means that the Restricted Shares will immediately revert to the Company. You receive no payment for Restricted Shares that are forfeited. The Company determines when your Service terminates for this purpose and all purposes under the Plan and its determinations are conclusive and binding on all persons.

Leaves of Absence	For purposes of this Award, your Service does not terminate when you go on a military leave, a sick leave or another *bona fide* leave of absence, if the leave of absence was approved by the Company in writing and if continued crediting of Service is required by the terms of the leave or by applicable law. But your Service terminates when the approved leave ends, unless you immediately return to active work. If you go on a leave of absence, then the vesting schedule specified in the Notice of Restricted Stock Award may be adjusted in accordance with the Company's leave of absence policy or the terms of your leave. If you commence working on a part-time basis, then the vesting schedule specified in the Notice of Restricted Stock Award may be adjusted in accordance with the Company's part-time work policy or the terms of an agreement between you and the Company pertaining to your part-time schedule.
Stock Certificates or Book Entry Form	The Restricted Shares will be evidenced by either stock certificates or book entries on the Company's stock transfer records pending expiration of the restrictions thereon. If you are issued certificates for the Restricted Shares, the certificates will have stamped on them a special legend referring to the forfeiture restrictions. In addition to or in lieu of imposing the legend, the Company may hold the certificates in escrow. As your vested percentage increases, you may request (at reasonable intervals) that the Company release to you a non-legended certificate for your vested Shares.
Shareholder Rights	During the period of time between the Grant Date and the date the Restricted Shares become vested, you will have all the rights of a shareholder with respect to the Restricted Shares except for the right to transfer the Restricted Shares, as set forth above, and except in the case of any unvested Restricted Shares, you will not be entitled to any dividends or other distributions paid or distributed by the Company in respect of outstanding Shares. Accordingly, you will have the right to vote the Restricted Shares and to receive any cash dividends paid with respect to the vested Restricted Shares.

Withholding Taxes and Stock Withholding	Regardless of any action the Company and/or the Subsidiary or Affiliate employing you ("**Employer**") takes with respect to any or all income tax, social insurance, payroll tax, payment on account or other tax-related withholding ("**Tax-Related Items**"), you acknowledge that the ultimate liability for all Tax-Related Items legally due by you is and remains your responsibility and that the Company and/or your Employer (1) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Shares received under this Award, including the award or vesting of such Shares, the subsequent sale of Shares under this Award and the receipt of any dividends; and (2) do not commit to structure the terms of the award to reduce or eliminate your liability for Tax-Related Items. No stock certificates will be released to you or no notations on any Restricted Shares issued in book-entry form will be removed, as applicable, unless you have paid or made adequate arrangements satisfactory to the Company and/or your Employer to satisfy all withholding and payment on account obligations of the Company and/or your Employer. In this regard, you authorize the Company and/or your Employer to withhold all applicable Tax-Related Items legally payable by you from your wages or other cash compensation paid to you by the Company and/or your Employer. With the Company's consent, these arrangements may also include, if permissible under local law, (a) withholding Shares that otherwise would be delivered to you when they vest having a Fair Market Value equal to the amount necessary to satisfy the maximum legally required tax withholding, (b) having the Company withhold taxes from the proceeds of the sale of the Shares, either through a voluntary sale or through a mandatory sale arranged by the Company (on your behalf pursuant to this authorization), or (c) any other arrangement approved by the Committee. The Fair Market Value of the Shares, determined as of the date when taxes otherwise would have been withheld in cash, will be applied as a credit against the withholding taxes. Finally, you will pay to the Company or your Employer any amount of Tax-Related Items that the Company or your Employer may be required to withhold as a result of your participation in the Plan or your acquisition of Shares that cannot be satisfied by the means previously described. The Company may refuse to deliver the Shares if you fail to comply with your obligations in connection with the Tax-Related Items as described in this section.
Restrictions on Resale	You agree not to sell any Shares at a time when applicable laws, Company policies or an agreement between the Company and its underwriters prohibit a sale. This restriction will apply as long as your Service continues and for such period of time after the termination of your Service as the Company may specify.
No Retention Rights	Neither this Award nor this Agreement gives you the right to be employed or retained by the Company or any Subsidiary or Affiliate of the Company in any capacity. The Company and its Subsidiaries and Affiliates reserve the right to terminate your Service at any time, with or without cause.
Adjustments	The number of Restricted Shares covered by this Award will be subject to adjustment in the event of a stock split, a stock dividend or a similar change in Shares, and in other circumstances, as set forth in the Plan. The forfeiture provisions and restrictions described above will apply to all new, substitute or additional restricted shares or securities to which you are entitled by reason of this Award.
Successors and Assigns	Except as otherwise provided in the Plan or this Agreement, every term of this Agreement will be binding upon and inure to the benefit of the parties hereto and their respective heirs, legatees, legal representatives, successors, transferees and assigns.

Notice	Any notice required or permitted under this Agreement will be given in writing and will be deemed effectively given upon the earliest of personal delivery, receipt or the third (3rd) full day following mailing with postage and fees prepaid, addressed to the other party hereto at the address last known in the Company's records or at such other address as such party may designate by ten (10) days' advance written notice to the other party hereto.
Applicable Law and Choice of Venue	This Agreement will be interpreted and enforced under the laws of the State of Delaware without application of the conflicts of law principles thereof. For purposes of litigating any dispute that arises directly or indirectly from the relationship of the parties evidenced by this Award or this Agreement, the parties hereby submit to and consent to the exclusive jurisdiction of the State of New York and agree that any such litigation will be conducted only in the courts of New York, or the federal courts of the United States located in New York and no other courts.
Miscellaneous	You understand and acknowledge that (1) the Plan is entirely discretionary, (2) the Company and your Employer have reserved the right to amend, suspend or terminate the Plan at any time, (3) the grant of this Award does not in any way create any contractual or other right to receive additional grants of awards (or benefits in lieu of awards) at any time or in any amount and (4) all determinations with respect to any additional grants, including (without limitation) the times when awards will be granted, the number of Shares subject to awards, the purchase price and the vesting schedule, will be at the sole discretion of the Company. The value of this Award will be an extraordinary item of compensation outside the scope of your employment contract, if any, and will not be considered a part of your normal or expected compensation for purposes of calculating severance, resignation, redundancy or end-of-service payments, bonuses, long-service awards, pension or retirement benefits or similar payments. You understand and acknowledge that participation in the Plan ceases upon termination of your Service for any reason, except as may explicitly be provided otherwise in the Plan or this Agreement. You hereby authorize and direct your Employer to disclose to the Company or any Subsidiary or Affiliate any information regarding your employment, the nature and amount of your compensation and the fact and conditions of your participation in the Plan, as your Employer deems necessary or appropriate to facilitate the administration of the Plan.

You consent to the collection, use and transfer of personal data as described in this subsection. You understand and acknowledge that the Company, your Employer and the Company's other Subsidiaries and Affiliates hold certain personal information regarding you for the purpose of managing and administering the Plan, including (without limitation) your name, home address, telephone number, date of birth, social insurance or other government identification number, salary, nationality, job title, any Shares or directorships held in the Company and details of all awards or any other entitlements to Shares awarded, canceled, exercised, vested, unvested or outstanding in your favor (the "**Data**"). You further understand and acknowledge that the Company, its Subsidiaries and/or its Affiliates will transfer Data among themselves as necessary for the purpose of implementation, administration and management of your participation in the Plan and that the Company and/or any Subsidiary may each further transfer Data to any third party assisting the Company in the implementation, administration and management of the Plan. You understand and acknowledge that the recipients of Data may be located in the United States or elsewhere, and that the laws of a recipient's country of operation (e.g., the United States) may not have equivalent privacy protections as local laws where you reside or work. You authorize such recipients to receive, possess, use, retain and transfer Data, in electronic or other form, for the purpose of administering your participation in the Plan, including a transfer to any broker or other third party with whom you elect to deposit Shares acquired under the Plan of such Data as may be required for the administration of the Plan and/or the subsequent holding of Shares on your behalf. You may, at any time, view the Data, require any necessary modifications of Data, make inquiries about the treatment of Data or withdraw the consents set forth in this subsection by contacting the Human Resources Department of the Company in writing.

BY SIGNING THE COVER SHEET OF THIS AGREEMENT, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS DESCRIBED ABOVE AND IN THE PLAN.

Exhibit 10.6

1STDIBS.COM, INC.

2021 EMPLOYEE STOCK PURCHASE PLAN

(Adopted by the Board of Directors on May 11, 2021)

(Approved by the Stockholders on _____, 2021)

(Effective on _____, 2021)

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1STDIBS.COM, INC.

2021 EMPLOYEE STOCK PURCHASE PLAN

SECTION 1 Purpose of the Plan.

The Plan was adopted by the Board of Directors on May 11, 2021 and is effective on _____ (the "Effective Date"). The purpose of the Plan is to provide a broad-based employee benefit to attract the services of new employees, to retain the services of existing employees, and to provide incentives for such individuals to exert maximum efforts toward our success by purchasing Stock from the Company on favorable terms and to pay for such purchases through payroll deductions. The Plan is intended to qualify under Section 423 of the Code.

SECTION 2 Definitions.

(a) "Board" means the Board of Directors of the Company, as constituted from time to time.

(b) "Code" means the United States Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder.

(c) "Committee" means the Compensation Committee of the Board or such other committee, comprised exclusively of one or more directors of the Company, as may be appointed by the Board from time to time to administer the Plan.

(d) "Company" means 1stdibs.com, Inc., a Delaware corporation.

(e) "Compensation" means, unless provided otherwise by the Committee in the terms and conditions of an Offering, base salary and wages paid in cash to a Participant by a Participating Company, without reduction for any pre-tax contributions made by the Participant under Sections 401(k) or 125 of the Code. "Compensation" shall, unless provided otherwise by the Committee in the terms and conditions of an Offering, exclude variable compensation (including commissions, bonuses, incentive compensation, overtime pay and shift premiums), all non-cash items, moving or relocation allowances, cost-of-living equalization payments, car allowances, tuition reimbursements, imputed income attributable to cars or life insurance, severance pay, fringe benefits, contributions or benefits received under employee benefit plans, income attributable to the exercise of stock options, and similar items. The Committee shall determine whether a particular item is included in Compensation.

(f) "Corporate Reorganization" means:

(i) the consummation of a merger or consolidation of the Company with or into another entity, or any other corporate reorganization; or

(ii) the sale, transfer or other disposition of all or substantially all of the Company's assets or the complete liquidation or dissolution of the Company.

(g) "Eligible Employee" means any employee of a Participating Company whose customary employment is for more than five (5) months per calendar year and for more than twenty (20) hours per week.

The foregoing notwithstanding, an individual shall not be considered an Eligible Employee if his or her participation in the Plan is prohibited by the law of any country which has jurisdiction over him or her.

(h) "Exchange Act" means the United States Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

(i) "Fair Market Value" means the fair market value of a share of Stock, determined as follows:

(i) if Stock was traded on any established national securities exchange including the New York Stock Exchange or The Nasdaq Stock Market on the date in question, then the Fair Market Value shall be equal to the closing price as quoted on such exchange (or the exchange with the greatest volume of trading in the Stock) on such date as reported in the Wall Street Journal or such other source as the Committee deems reliable; or

(ii) if the foregoing provision is not applicable, then the Fair Market Value shall be determined by the Committee in good faith on such basis as it deems appropriate.

For any date that is not a Trading Day, the Fair Market Value of a share of Stock for such date shall be determined by using the closing sale price for the immediately preceding Trading Day. Determination of the Fair Market Value pursuant to the foregoing provisions shall be conclusive and binding on all persons.

(j) "Offering" means the grant of options to purchase shares of Stock under the Plan to Eligible Employees.

(k) "Offering Date" means the first day of an Offering.

(l) "Offering Period" means a period with respect to which the right to purchase Stock may be granted under the Plan, as determined pursuant to Section 4(a).

(m) "Participant" means an Eligible Employee who elects to participate in the Plan, as provided in Section 4(b).

(n) "Participating Company" means (i) the Company and (ii) each present or future Subsidiary designated by the Committee as a Participating Company.

(o) "Plan" means this 1stdibs.com, Inc. 2021 Employee Stock Purchase Plan, as it may be amended from time to time.

(p) "Plan Account" means the account established for each Participant pursuant to Section 8(a).

(q) "Purchase Date" means one or more dates during an Offering on which shares of Stock may be purchased pursuant to the terms of the Offering.

(r) "Purchase Period" means one or more successive periods during an Offering, beginning on the Offering Date or on the day after a Purchase Date, and ending on the next succeeding Purchase Date.

(s) "Purchase Price" means the price at which Participants may purchase shares of Stock under the Plan, as determined pursuant to Section 8(b).

(t) "Stock" means the Common Stock of the Company.

(u) "Subsidiary" means any corporation (other than the Company) in an unbroken chain of corporations beginning with the Company, if each of the corporations other than the last corporation in the unbroken chain owns stock possessing fifty percent (50%) or more of the total combined voting power of all classes of stock in one of the other corporations in such chain.

(r) "Trading Day" means a day on which the national stock exchange on which the Stock is traded is open for trading.

SECTION 3 Administration of the Plan.

(a) Administrative Powers and Responsibilities. The Plan shall be administered by the Committee. The Committee shall have full power and authority, subject to the provisions of the Plan, to promulgate such rules and regulations as it deems necessary for the proper administration of the Plan, to interpret the provisions and supervise the administration of the Plan, and to take all action in connection therewith or in relation thereto as it deems necessary or advisable. Any decision reduced to writing and signed by all of the members of the Committee shall be fully effective as if it had been made at a meeting duly held. The Committee's determinations under the Plan, unless otherwise determined by the Board, shall be final and binding on all persons. The Company shall pay all expenses incurred in the administration of the Plan. No member of the Committee shall be personally liable for any action, determination, or interpretation made in good faith with respect to the Plan, and all members of the Committee shall be fully indemnified by the Company with respect to any such action, determination or interpretation. The Committee may adopt such rules, guidelines and forms as it deems appropriate to implement the Plan. Subject to the requirements of applicable law, the Committee may designate persons other than members of the Committee to carry out its responsibilities and may prescribe such conditions and limitations as it may deem appropriate. All decisions, interpretations and other actions of the Committee shall be final and binding on all Participants and all persons deriving their rights from a Participant. No member of the Committee shall be liable for any action that he has taken or has failed to take in good faith with respect to the Plan. Notwithstanding anything to the contrary in the Plan, the Board may, in its sole discretion, at any time and from time to time, resolve to administer the Plan. In such event, the Board shall have all of the authority and responsibility granted to the Committee herein.

(b) International Administration. The Committee may establish sub-plans (which need not qualify under Section 423 of the Code) and initiate separate Offerings through such sub-plans for the purpose of (i) facilitating participation in the Plan by non-U.S. employees in compliance with foreign laws and regulations without affecting the qualification of the remainder of the Plan under Section 423 of the Code or (ii) qualifying the Plan for preferred tax treatment under foreign tax laws (which sub-plans, at the Committee's discretion, may provide for allocations of the authorized shares reserved for issue under the Plan as set forth in Section 14(a)). The rules, guidelines and forms of such sub-plans (or the Offerings thereunder) may take precedence over other provisions of the Plan, with the exception of Section 4(a)(i), Section 5(b), Section 8(b) and Section 14(a), but unless otherwise superseded by the terms of such sub-plan, the provisions of the Plan shall govern the operation of such sub-plan. Alternatively and in order to comply with the laws of a foreign jurisdiction, the Committee shall have the power, in its discretion, to grant options in an Offering to citizens or residents of a non-U.S. jurisdiction (without regard to whether they are also citizens of the United States or resident aliens) that provide terms which are less favorable than the terms of options granted under the same Offering to employees resident in the United States, subject to compliance with Section 423 of the Code.

SECTION 4 Enrollment and Participation.

(a) Offering Periods. While the Plan is in effect, the Committee may from time to time grant options to purchase shares of Stock pursuant to the Plan to Eligible Employees during a specified Offering Period. Each such Offering shall be in such form and shall contain such terms and conditions as the Committee shall determine, subject to compliance with the terms and conditions of the Plan (which may be incorporated by reference) and the requirements of Section 423 of the Code, including the requirement that all Eligible Employees have the same rights and privileges. The Committee shall specify prior to the commencement of each Offering (i) the period during which the Offering shall be effective, which may not exceed twenty-seven (27) months from the Offering Date and may include one or more successive Purchase Periods within the Offering, (ii) the Purchase Dates and Purchase Price for shares of Stock which may be purchased pursuant to the Offering, and (iii) if applicable, any limits on the number of shares purchasable by a Participant, or by all Participants in the aggregate, during any Offering Period or, if applicable, Purchase Period, in each case consistent with the limitations of the Plan. The Committee shall have the discretion to provide for the automatic termination of an Offering following any Purchase Date on which the Fair Market Value of a share of Stock is equal to or less than the Fair Market Value of a share of Stock on the Offering Date, and for the Participants in the terminated Offering to be automatically re-enrolled in a new Offering that commences immediately after such Purchase Date. The terms and conditions of each Offering need not be identical, and shall be deemed incorporated by reference and made a part of the Plan.

(b) Enrollment. Any individual who, on the day preceding the first day of an Offering Period, qualifies as an Eligible Employee may elect to become a Participant in the Plan for such Offering Period by completing the enrollment process prescribed and communicated for this purpose from time to time by the Company to Eligible Employees.

(c) Duration of Participation. Once enrolled in the Plan, a Participant shall continue to participate in the Plan until he or she ceases to be an Eligible Employee or withdraws from the Plan under Section 6(a). A Participant who withdrew from the Plan under Section 6(a) may again become a Participant, if he or she then is an Eligible Employee, by following the procedure described in Subsection (b) above. A Participant whose employee contributions were discontinued automatically under Section 9(b) shall automatically resume participation at the beginning of the earliest Offering Period ending in the next calendar year, if he or she then is an Eligible Employee. When a Participant reaches the end of an Offering Period but his or her participation is to continue, then such Participant shall automatically be re-enrolled for the Offering Period that commences immediately after the end of the prior Offering Period.

SECTION 5 Employee Contributions.

(a) Frequency of Payroll Deductions. A Participant may purchase shares of Stock under the Plan solely by means of payroll deductions; provided, however, that to the extent provided in the terms and conditions of an Offering, a Participant may also make contributions through payment by cash or check prior to one or more Purchase Dates during the Offering. Payroll deductions, subject to the provisions of Subsection (b) below or as otherwise provided under the terms and conditions of an Offering, shall occur on each payday during participation in the Plan.

(b) Amount of Payroll Deductions. An Eligible Employee shall designate during the enrollment process the portion of his or her Compensation that he or she elects to have withheld for the purchase of Stock. Such portion shall be a whole percentage of the Eligible Employee’s Compensation, but not less than one percent (1%) nor more than fifteen percent (15%) (or such lower rate of Compensation specified as the limit in the terms and conditions of the applicable Offering).

(c) Changing Withholding Rate. Unless otherwise provided under the terms and conditions of an Offering, a Participant may not increase the rate of payroll withholding during the Offering Period, but may discontinue or decrease the rate of payroll withholding during the Offering Period to a whole percentage of his or her Compensation in accordance with such procedures and subject to such limitations as the Company may establish for all Participants. A Participant may also increase or decrease the rate of payroll withholding effective for a new Offering Period by submitting an authorization to change the payroll deduction rate pursuant to the process prescribed by the Company from time to time. The new withholding rate shall be a whole percentage of the Eligible Employee’s Compensation consistent with Subsection (b) above.

(d) Discontinuing Payroll Deductions. If a Participant wishes to discontinue employee contributions entirely, he or she may do so by withdrawing from the Plan pursuant to Section 6(a). In addition, employee contributions may be discontinued automatically pursuant to Section 9(b).

SECTION 6 Withdrawal from the Plan.

(a) Withdrawal. A Participant may elect to withdraw from the Plan by giving notice pursuant to the process prescribed and communicated by the Company from time to time. Such withdrawal may be elected at any time before the last day of an Offering Period, except as otherwise provided in the Offering. In addition, if payment by cash or check is permitted under the terms and conditions of an Offering, Participants may be deemed to withdraw from the Plan by declining or failing to remit timely payment to the Company for the shares of Stock. As soon as reasonably practicable thereafter, payroll deductions shall cease and the entire amount credited to the Participant's Plan Account shall be refunded to him or her in cash, without interest. No partial withdrawals shall be permitted.

(b) Re-enrollment After Withdrawal. A former Participant who has withdrawn from the Plan shall not be a Participant until he or she re-enrolls in the Plan under Section 4(b). Re-enrollment may be effective only at the commencement of an Offering Period.

SECTION 7 Change in Employment Status.

(a) Termination of Employment. Termination of employment as an Eligible Employee for any reason, including death, shall be treated as an automatic withdrawal from the Plan under Section 6(a). A transfer from one Participating Company to another shall not be treated as a termination of employment.

(b) Leave of Absence. For purposes of the Plan, employment shall not be deemed to terminate when the Participant goes on a military leave, a sick leave or another bona fide leave of absence, if the leave was approved by the Company in writing. Employment, however, shall be deemed to terminate three (3) months after the Participant goes on a leave, unless a contract or statute guarantees his or her right to return to work. Employment shall be deemed to terminate in any event when the approved leave ends, unless the Participant immediately returns to work.

(c) Death. In the event of the Participant's death, the amount credited to his or her Plan Account shall be paid to the Participant's estate.

SECTION 8 Plan Accounts and Purchase of Shares.

(a) Plan Accounts. The Company shall maintain a Plan Account on its books in the name of each Participant. Whenever an amount is deducted from the Participant's Compensation under the Plan, such amount shall be credited to the Participant's Plan Account. Amounts credited to Plan Accounts shall not be trust funds and may be commingled with the Company's general assets and applied to general corporate purposes. No interest shall be credited to Plan Accounts.

(b) Purchase Price. The Purchase Price for each share of Stock purchased during an Offering Period shall be the lesser of:

(i) eighty-five percent (85%) of the Fair Market Value of such share on the Purchase Date; or

(ii) eighty-five percent (85%) of the Fair Market Value of such share on the Offering Date.

The Committee may specify for an alternate Purchase Price amount or formula in the terms and conditions of an Offering, but in no event may such amount or formula result in a Purchase Price less than that calculated pursuant to the immediately preceding formula.

(c) Number of Shares Purchased. As of each Purchase Date, each Participant shall be deemed to have elected to purchase the number of shares of Stock calculated in accordance with this Subsection (c), unless the Participant has previously elected to withdraw from the Plan in accordance with Section 6(a). The amount then in the Participant's Plan Account shall be divided by the Purchase Price, and the number of shares that results shall be purchased from the Company with the funds in the Participant's Plan Account. Unless provided otherwise by the Committee prior to the commencement of an Offering, in no event will a Participant be eligible to purchase during any Offering Period that number of whole shares of Stock determined by dividing $25,000 by the Fair Market Value of a share of Stock on the first date of such Offering Period (subject to any adjustment pursuant to Section 14(b) hereof). The foregoing notwithstanding, no Participant shall purchase more than such number of shares of Stock as may be determined by the Committee with respect to the Offering Period, or Purchase Period, if applicable, nor more than the amounts of Stock set forth in Sections 9(b) and 14(a). For each Offering Period and, if applicable, Purchase Period, the Committee shall have the authority to establish additional limits on the number of shares purchasable by all Participants in the aggregate.

(d) Available Shares Insufficient. In the event that the aggregate number of shares that all Participants elect to purchase during an Offering Period exceeds the maximum number of shares remaining available for issuance under Section 14(a), or which may be purchased pursuant to any additional aggregate limits imposed by the Committee, then the number of shares to which each Participant is entitled shall be determined by multiplying the number of shares available for issuance by a fraction, the numerator of which is the number of shares that such Participant has elected to purchase and the denominator of which is the number of shares that all Participants have elected to purchase.

(e) Issuance of Stock. Certificates representing the shares of Stock purchased by a Participant under the Plan shall be issued to him or her as soon as reasonably practicable after the applicable Purchase Date, except that the Company may determine that such shares shall be held for each Participant's benefit by a broker designated by the Company. Shares may be registered in the name of the Participant or jointly in the name of the Participant and his or her spouse as joint tenants with right of survivorship or as community property.

(f) Unused Cash Balances. An amount remaining in the Participant's Plan Account that represents the Purchase Price for any fractional share shall be carried over in the Participant's Plan Account to the next Offering Period or refunded to the Participant in cash at the end of the Offering Period, without interest, if his or her participation is not continued. Any amount remaining in the Participant's Plan Account that represents the Purchase Price for whole shares that could not be purchased by reason of Subsection (c) or (d) above, Section 9(b) or Section 14(a) shall be refunded to the Participant in cash, without interest.

(g) Stockholder Approval. The Plan shall be submitted to the stockholders of the Company for their approval within twelve (12) months after the date the Plan is adopted by the Board. Any other provision of the Plan notwithstanding, no shares of Stock shall be purchased under the Plan unless and until the Company's stockholders have approved the adoption of the Plan.

SECTION 9 Limitations on Stock Ownership.

(a) Five Percent Limit. Any other provision of the Plan notwithstanding, no Participant shall be granted a right to purchase Stock under the Plan if such Participant, immediately after his or her election to purchase such Stock, would own stock possessing five percent (5%) or more of the total combined voting power or value of all classes of stock of the Company or any parent or Subsidiary of the Company. For purposes of this Subsection (a), the following rules shall apply:

(i) Ownership of stock shall be determined after applying the attribution rules of section 424(d) of the Code;

(ii) Each Participant shall be deemed to own any stock that he or she has a right or option to purchase under this or any other plan; and

(iii) Each Participant shall be deemed to have the right to purchase up to the maximum number of shares of Stock that may be purchased by a Participant under the Plan under the individual limit specified pursuant to Section 8(c) with respect to each Offering Period.

(b) Dollar Limit. Any other provision of the Plan notwithstanding, no Participant shall accrue the right to purchase Stock at a rate which exceeds twenty-five thousand dollars ($25,000) of Fair Market Value of such Stock per calendar year (under the Plan and all other employee stock purchase plans of the Company or any parent or Subsidiary of the Company), determined in accordance with the provisions of Section 423(b)(8) of the Code and applicable Treasury Regulations promulgated thereunder.

For purposes of this Subsection (b), the Fair Market Value of Stock shall be determined as of the beginning of the Offering Period in which such Stock is purchased. Employee stock purchase plans not described in Section 423 of the Code shall be disregarded. If a Participant is precluded by this Subsection (b) from purchasing additional Stock under the Plan, then his or her employee contributions shall automatically be discontinued and shall resume at the beginning of the earliest Offering Period ending in the next calendar year (if he or she then is an Eligible Employee).

SECTION 10 Rights Not Transferable.

The rights of any Participant under the Plan, or any Participant's interest in any Stock or moneys to which he or she may be entitled under the Plan, shall not be transferable by voluntary or involuntary assignment or by operation of law, or in any other manner other than by the laws of descent and distribution. If a Participant in any manner attempts to transfer, assign or otherwise encumber his or her rights or interest under the Plan, other than by the laws of descent and distribution, then such act shall be treated as an election by the Participant to withdraw from the Plan under Section 6(a).

SECTION 11 No Rights as An Employee.

Nothing in the Plan or in any right granted under the Plan shall confer upon the Participant any right to continue in the employ of a Participating Company for any period of specific duration or interfere with or otherwise restrict in any way the rights of the Participating Companies or of the Participant, which rights are hereby expressly reserved by each, to terminate his or her employment at any time and for any reason, with or without cause.

SECTION 12 No Rights as A Stockholder.

A Participant shall have no rights as a stockholder with respect to any shares of Stock that he or she may have a right to purchase under the Plan until such shares have been purchased on the applicable Purchase Date.

SECTION 13 Securities Law Requirements.

Shares of Stock shall not be issued under the Plan unless the issuance and delivery of such shares comply with (or are exempt from) all applicable requirements of law, including (without limitation) the Securities Act of 1933, as amended, the rules and regulations promulgated thereunder, state securities laws and regulations, and the regulations of any stock exchange or other securities market on which the Company's securities may then be traded.

SECTION 14 Stock Offered Under the Plan.

(a) Authorized Shares. The maximum aggregate number of shares of Stock available for purchase under the Plan is shares plus an annual increase to be added on the first day of each of the Company's fiscal years for a period of up to ten years, beginning with the fiscal year that begins January 1, 2022, equal to the least of (i) (%) of the outstanding shares of Stock on such date, (ii) shares, or (iii) a lesser amount determined by the Committee or Board. The aggregate number of shares available for purchase under the Plan (and the limit in clause ii to the annual increase thereto) shall at all times be subject to adjustment pursuant to Section 14(b).

(b) Antidilution Adjustments. The aggregate number of shares of Stock offered under the Plan, the individual and aggregate Participant share limitations described in Section 8(c) and the price of shares that any Participant has elected to purchase shall be adjusted proportionately by the Committee in the event of any change in the number of issued shares of Stock (or issuance of shares other than Common Stock) by reason of any forward or reverse share split, subdivision or consolidation, or share dividend or bonus issue, recapitalization, reclassification, merger, amalgamation, consolidation, split-up, spin-off, reorganization, combination, exchange of shares of Stock, the issuance of warrants or other rights to purchase shares of Stock or other securities, or any other change in corporate structure or in the event of any extraordinary distribution (whether in the form of cash, shares of Stock, other securities or other property).

(c) Reorganizations. Any other provision of the Plan notwithstanding, in the event of a Corporate Reorganization in which the Plan is not assumed by the surviving corporation or its parent corporation pursuant to the applicable plan of merger or consolidation, the Offering Period then in progress shall terminate immediately prior to the effective time of such Corporate Reorganization and either shares shall be purchased pursuant to Section 8 or, if so determined by the Board or Committee, all amounts in all Participant Accounts shall be refunded pursuant to Section 15 without any purchase of shares. The Plan shall in no event be construed to restrict in any way the Company's right to undertake a dissolution, liquidation, merger, consolidation or other reorganization.

SECTION 15 Amendment or Discontinuance.

The Board or Committee shall have the right to amend, suspend or terminate the Plan at any time and without notice. Upon any such amendment, suspension or termination of the Plan during an Offering Period, the Board or Committee may in its discretion determine that the applicable Offering shall immediately terminate and that all amounts in the Participant Accounts shall be carried forward into a payroll deduction account for each Participant under a successor plan, if any, or promptly refunded to each Participant. Except as provided in Section 14, any increase in the aggregate number of shares of Stock to be issued under the Plan shall be subject to approval by a vote of the stockholders of the Company. In addition, any other amendment of the Plan shall be subject to approval by a vote of the stockholders of the Company to the extent required by an applicable law or regulation. The Plan shall continue until the earlier to occur of (a) termination of the Plan pursuant to this Section 15 or (b) issuance of all of the shares of Stock reserved for issuance under the Plan.

SECTION 16 Execution.

To record the adoption of the Plan by the Board, the Company has caused its authorized officer to execute the same.

1STDIBS.COM, INC.

By: _____
Name: David Rosenblatt
Title: Chief Executive Officer
Date: _____

Exhibit 10.7

February 5, 2021

David S. Rosenblatt
Via Email:

Re: Continuing Employment with 1stdibs.com, Inc.

Dear David:

Effective as of February 4, 2021, this letter amends and restates your existing offer letter with 1stdibs.com, Inc. (the "Company"), dated October 24, 2011 (the "Prior Offer Letter").

Title. Your title will continue to be Chief Executive Officer of the Company and each of its subsidiaries. In this position, you will continue to report to the Board of Directors of the Company (the "Board"), and you will perform all duties and responsibilities consistent with this position or as may be assigned to you periodically by the Board.

Board Memberships. While you are serving as the Chief Executive Officer, you will continue to serve, without additional compensation, as a member of the Board and the board of directors of each of the Company's subsidiaries. The appointment of a Chairman of the Board (or its equivalent) other than you or Matt Cohler will require your approval.

Duties and Obligations. During your employment, you will devote your full business time, interest and effort to the performance of your duties with the Company subject to (1) your service on third party boards of directors (including chairmanships), advisory boards or similar bodies of other business entities (including without limitation any association, corporate, civic or charitable board or similar body), (2) sourcing, evaluating, making and monitoring personal and family investments and (3) appropriate other exceptions as will be reasonably agreed between you and the Company. You agree that the activities described in clauses (1) through (3) will not interfere with the performance of your employment duties.

Location. You will continue to work remotely out of the New York office during the global pandemic in accordance with the Company's remote work plan. Once the Company's New York office reopens in accordance with the Company's return to work plan, you will be required to work from the New York office. We anticipate this will be some time in September 2021.

Base Salary. You will continue to receive a bi-weekly base salary of $7,500.00, for an annual equivalent of $195,000.00, payable according to the Company's usual payroll practices, less applicable withholding and taxes as required by law. This is a full-time, exempt position, meaning you will not be eligible for overtime compensation.

Executive Bonus. At an appropriate time in the future, you and the Board will consider payment of an annual cash bonus.

Equity Compensation. You will continue to be eligible to participate in the Company's 2011 Stock Option and Grant Plan, as amended (or any successor thereto), or such other plans or programs as the Company shall determine. Any equity awards granted to you will be subject to the terms and conditions of the applicable plan and any applicable award agreement(s).

Severance. You will continue to be eligible for severance pursuant to the 1stdibs.com, Inc. Severance Plan (the "Severance Plan") or any successor plan. The Company reserves the right to modify, suspend or terminate the Severance Plan, in its sole discretion.

Benefits. You will continue to be eligible to participate in all of the benefits that the Company provides to other senior executives of the Company, including the Company's Paid Time Off (PTO) Plan (the "PTO Plan"), which currently permits flexible time off, subject to the terms and conditions of the PTO Plan. Your eligibility to receive benefits will be subject in each case to the generally applicable terms and conditions for the benefits in question and to the determinations of any person or committee administering such benefits. The Company may, from time to time, in its sole discretion, amend or terminate the benefits available to you and the Company's other employees. You will continue to be covered by worker's compensation insurance, state disability insurance and other governmental benefit programs as required by state law.

Reimbursement of Expenses. You will continue to be authorized to incur reasonable expenses in carrying out your duties for the Company under this letter and will be eligible for reimbursement for all such reasonable business expenses in accordance with the Company's expense and travel reimbursement policies in effect from time to time.

Adjustment and Changes in Employment Status. The Company reserves the right to make personnel decisions regarding your employment, including but not limited to decisions regarding any transfers or other changes in duties or assignments, changes in your salary and other compensation, changes in benefits and changes in Company policies or procedures.

Confidentiality Agreement. Your continued compliance with your Employee Assignment of Intellectual Property, Confidentiality, and Non-Competition Agreement, dated November 1, 2011, between you and the Company (the "Confidentiality Agreement") is a condition of your continued employment with the Company.

Adherence to Company Policies. You acknowledge that you will continue to be bound by, and abide by, the Company's policies. In addition, you acknowledge and agree that you will continue to be bound by, and abide by, any other Company policies or rules as they may currently exist, including those in the Employee Handbook, and as they may be modified or implemented from time to time.

"At Will" Employment. Your employment with the Company remains "At-Will." This means that you have the right to terminate your employment at any time and for any reason. Likewise, the Company may terminate your employment with or without cause at any time and for any reason. Accordingly, this letter is not to be construed or interpreted as containing any guarantee of continued employment. As such, the recitation of certain time periods in this letter is solely for the purpose of defining your compensation. It is also not to be construed or interpreted as containing any guarantee of any particular level or nature of compensation.

Arbitration Agreement. As set forth in the Prior Offer Letter, any dispute as to the meaning, effect, performance or validity of this letter or arising out of, related to, or in any way connected with, this letter, your employment with the Company (or termination thereof) or any other relationship between you and the Company, excluding claims of sexual harassment (a "Dispute"), shall be resolved exclusively by final and binding arbitration before a single arbitrator in accordance with the Employment Rules of the American Arbitration Association then in effect. The arbitration shall be held in New York City, NY and the arbitrator shall have the authority to permit the parties to engage in reasonable pre-hearing discovery.

Governing Law. The terms of this letter and the resolution of any Dispute will be governed by the laws of the State of New York, without giving effect to the principles of conflict of laws. To the extent not subject to arbitration, you and the Company consent to the exclusive jurisdiction of, and venue in, the federal and state courts in New York City, New York in connection with any Dispute or any claim related to any Dispute.

Entire Agreement; Modification. This letter (together with the Confidentiality Agreement) reflects the entire agreement regarding the terms and conditions of your continuing employment with the Company. Accordingly, it supersedes and completely replaces any and all prior or contemporaneous agreements or understandings, written or oral, pertaining to your employment with the Company (including, without limitation, the Prior Offer Letter). You acknowledge that you have not relied upon any representations (oral or otherwise) other than those explicitly stated in this letter. Additionally, this letter cannot be changed or modified except by a separate writing signed by you and a duly authorized officer of the Company.

If this letter is acceptable to you, please sign and return this letter to me. Your signature will acknowledge that you have read and understood and agreed to the terms and conditions stated herein.

Should you have any questions, please do not hesitate to call me.

Very truly yours,

1stdibs.com, Inc.

By: /s/ Alison Lipman
Alison Lipman, Chief People Officer

Enclosure

I have read and understood this letter and hereby acknowledge, accept and agree to the terms set forth above.

David S. Rosenblatt

/s/ David S. Rosenblatt
Signature

Exhibit 10.8

February 5, 2021

Tu Nguyen
Via Email:

Re: Continuing Employment with 1stdibs.com, Inc.

Dear Tu:

Effective as of February 4, 2021, this letter amends and restates your existing offer letter with 1stdibs.com, Inc. (the "Company"), dated April 2, 2013 (the "Prior Offer Letter").

Title. Your title will continue to be Chief Financial Officer. In this position, you will continue to report to the Chief Executive Officer, and you will perform all duties and responsibilities consistent with this position or as may be assigned to you periodically by the Chief Executive Officer.

Location. You will continue to work remotely out of the New York office during the global pandemic in accordance with the Company's remote work plan. Once the Company's New York office reopens in accordance with the Company's return to work plan, you will be required to work from the New York office. We anticipate this will be some time in September 2021.

Base Salary. You will continue to receive a bi-weekly base salary of $10,576.93, for an annual equivalent of $275,000.18, payable according to the Company's usual payroll practices, less applicable withholding and taxes as required by law. This is a full-time, exempt position, meaning you will not be eligible for overtime compensation.

Executive Bonus. You will continue to be eligible for an annual target bonus of $50,000.00, less applicable withholding and taxes as required by law, in accordance with, and subject to the terms and condition of, the annual performance bonus plan established by the Company from time to time for similarly situated employees. Any such bonus will be based on the achievement of goals and milestones established by the Company in its sole discretion, and the Company in its sole discretion may amend or terminate any such bonus plan at any time.

Equity Compensation. You will continue to be eligible to participate in the Company's 2011 Stock Option and Grant Plan, as amended (or any successor thereto), or such other plans or programs as the Company shall determine. Any equity awards granted to you will be subject to the terms and conditions of the applicable plan and any applicable award agreement(s).

Severance. You will continue to be eligible for severance pursuant to the 1stdibs.com, Inc. Severance Plan (the "Severance Plan") or any successor plan. The Company reserves the right to modify, suspend or terminate the Severance Plan, in its sole discretion.

Benefits. You will continue to be eligible to participate in all of the benefits that the Company provides to other senior executives of the Company, including the Company's Paid Time Off (PTO) Plan (the "PTO Plan"), which currently permits flexible time off, subject to the terms and conditions of the PTO Plan. Your eligibility to receive benefits will be subject in each case to the generally applicable terms and conditions for the benefits in question and to the determinations of any person or committee administering such benefits. The Company may, from time to time, in its sole discretion, amend or terminate the benefits available to you and the Company's other employees. You will continue to be covered by worker's compensation insurance, state disability insurance and other governmental benefit programs as required by state law.

Reimbursement of Expenses. You will continue to be authorized to incur reasonable expenses in carrying out your duties for the Company under this letter and will be eligible for reimbursement for all such reasonable business expenses in accordance with the Company's expense and travel reimbursement policies in effect from time to time.

Adjustment and Changes in Employment Status. The Company reserves the right to make personnel decisions regarding your employment, including but not limited to decisions regarding any transfers or other changes in duties or assignments, changes in your salary and other compensation, changes in benefits and changes in Company policies or procedures.

Confidentiality Agreement. Your continued compliance with your Employee Assignment of Intellectual Property, Confidentiality, and Non-Competition Agreement, dated April 9, 2013, between you and the Company (the "Confidentiality Agreement") is a condition of your continued employment with the Company.

Adherence to Company Policies. You acknowledge that you will continue to be bound by, and abide by, the Company's policies. In addition, you acknowledge and agree that you will continue to be bound by, and abide by, any other Company policies or rules as they may currently exist, including those in the Employee Handbook, and as they may be modified or implemented from time to time.

"At Will" Employment. Your employment with the Company remains "At-Will." This means that you have the right to terminate your employment at any time and for any reason. Likewise, the Company may terminate your employment with or without cause at any time and for any reason. Accordingly, this letter is not to be construed or interpreted as containing any guarantee of continued employment. As such, the recitation of certain time periods in this letter is solely for the purpose of defining your compensation. It is also not to be construed or interpreted as containing any guarantee of any particular level or nature of compensation.

Arbitration Agreement. As set forth in the Prior Offer Letter, any dispute as to the meaning, effect, performance or validity of this letter or arising out of, related to, or in any way connected with, this letter, your employment with the Company (or termination thereof) or any other relationship between you and the Company, excluding claims of sexual harassment (a "Dispute"), shall be resolved exclusively by final and binding arbitration before a single arbitrator in accordance with the Employment Rules of the American Arbitration Association then in effect. The arbitration shall be held in New York City, NY and the arbitrator shall have the authority to permit the parties to engage in reasonable pre-hearing discovery.

Governing Law. The terms of this letter and the resolution of any Dispute will be governed by the laws of the State of New York, without giving effect to the principles of conflict of laws. To the extent not subject to arbitration, you and the Company consent to the exclusive jurisdiction of, and venue in, the federal and state courts in New York City, New York in connection with any Dispute or any claim related to any Dispute.

Entire Agreement; Modification. This letter (together with the Confidentiality Agreement) reflects the entire agreement regarding the terms and conditions of your continuing employment with the Company. Accordingly, it supersedes and completely replaces any and all prior or contemporaneous agreements or understandings, written or oral, pertaining to your employment with the Company (including, without limitation, the Prior Offer Letter). You acknowledge that you have not relied upon any representations (oral or otherwise) other than those explicitly stated in this letter. Additionally, this letter cannot be changed or modified except by a separate writing signed by you and a duly authorized officer of the Company.

If this letter is acceptable to you, please sign and return this letter to me. Your signature will acknowledge that you have read and understood and agreed to the terms and conditions stated herein.

Should you have any questions, please do not hesitate to call me.

Very truly yours,

1stdibs.com, Inc.

By: /s/ David Rosenblatt
David Rosenblatt, Chief Executive Officer

Enclosure

I have read and understood this letter and hereby acknowledge, accept and agree to the terms set forth above.

Tu Nguyen

/s/ Tu Nguyen
Signature

Exhibit 10.9

February 5, 2021

Ross A. Paul
Via Email:

Re: Continuing Employment with 1stdibs.com, Inc.

Dear Ross:

Effective as of February 4, 2021, this letter amends and restates your existing offer letter with 1stdibs.com, Inc. (the "Company"), dated December 12, 2011 (the "Prior Offer Letter").

Title. Your title will continue to be Chief Technology Officer. In this position, you will continue to report to the Chief Executive Officer, and you will perform all duties and responsibilities consistent with this position or as may be assigned to you periodically by the Chief Executive Officer.

Location. You will continue to work remotely out of the New York office during the global pandemic in accordance with the Company's remote work plan. Once the Company's New York office reopens in accordance with the Company's return to work plan, you will be required to work from the New York office. We anticipate this will be some time in September 2021.

Base Salary. You will continue to receive a bi-weekly base salary of $10,000.00, for an annual equivalent of $260,000.00, payable according to the Company's usual payroll practices, less applicable withholding and taxes as required by law. This is a full-time, exempt position, meaning you will not be eligible for overtime compensation.

Executive Bonus. You will continue to be eligible for an annual target bonus of $80,000.00, less applicable withholding and taxes as required by law, in accordance with, and subject to the terms and condition of, the annual performance bonus plan established by the Company from time to time for similarly situated employees. Any such bonus will be based on the achievement of goals and milestones established by the Company in its sole discretion, and the Company in its sole discretion may amend or terminate any such bonus plan at any time.

Equity Compensation. You will continue to be eligible to participate in the Company's 2011 Stock Option and Grant Plan, as amended (or any successor thereto), or such other plans or programs as the Company shall determine. Any equity awards granted to you will be subject to the terms and conditions of the applicable plan and any applicable award agreement(s).

Severance. You will continue to be eligible for severance pursuant to the 1stdibs.com, Inc. Severance Plan (the "Severance Plan") or any successor plan. The Company reserves the right to modify, suspend or terminate the Severance Plan, in its sole discretion.

Benefits. You will continue to be eligible to participate in all of the benefits that the Company provides to other senior executives of the Company, including the Company's Paid Time Off (PTO) Plan (the "PTO Plan"), which currently permits flexible time off, subject to the terms and conditions of the PTO Plan. Your eligibility to receive benefits will be subject in each case to the generally applicable terms and conditions for the benefits in question and to the determinations of any person or committee administering such benefits. The Company may, from time to time, in its sole discretion, amend or terminate the benefits available to you and the Company's other employees. You will continue to be covered by worker's compensation insurance, state disability insurance and other governmental benefit programs as required by state law.

Reimbursement of Expenses. You will continue to be authorized to incur reasonable expenses in carrying out your duties for the Company under this letter and will be eligible for reimbursement for all such reasonable business expenses in accordance with the Company's expense and travel reimbursement policies in effect from time to time.

Adjustment and Changes in Employment Status. The Company reserves the right to make personnel decisions regarding your employment, including but not limited to decisions regarding any transfers or other changes in duties or assignments, changes in your salary and other compensation, changes in benefits and changes in Company policies or procedures.

Confidentiality Agreement. Your continued compliance with your Employee Assignment of Intellectual Property, Confidentiality, and Non-Competition Agreement, dated November 6, 2012, between you and the Company (the "Confidentiality Agreement") is a condition of your continued employment with the Company.

Adherence to Company Policies. You acknowledge that you will continue to be bound by, and abide by, the Company's policies. In addition, you acknowledge and agree that you will continue to be bound by, and abide by, any other Company policies or rules as they may currently exist, including those in the Employee Handbook, and as they may be modified or implemented from time to time.

"At Will" Employment. Your employment with the Company remains "At-Will." This means that you have the right to terminate your employment at any time and for any reason. Likewise, the Company may terminate your employment with or without cause at any time and for any reason. Accordingly, this letter is not to be construed or interpreted as containing any guarantee of continued employment. As such, the recitation of certain time periods in this letter is solely for the purpose of defining your compensation. It is also not to be construed or interpreted as containing any guarantee of any particular level or nature of compensation.

Arbitration Agreement. As set forth in the Prior Offer Letter, any dispute as to the meaning, effect, performance or validity of this letter or arising out of, related to, or in any way connected with, this letter, your employment with the Company (or termination thereof) or any other relationship between you and the Company, excluding claims of sexual harassment (a "Dispute"), shall be resolved exclusively by final and binding arbitration before a single arbitrator in accordance with the Employment Rules of the American Arbitration Association then in effect. The arbitration shall be held in New York City, NY and the arbitrator shall have the authority to permit the parties to engage in reasonable pre-hearing discovery.

Governing Law. The terms of this letter and the resolution of any Dispute will be governed by the laws of the State of New York, without giving effect to the principles of conflict of laws. To the extent not subject to arbitration, you and the Company consent to the exclusive jurisdiction of, and venue in, the federal and state courts in New York City, New York in connection with any Dispute or any claim related to any Dispute.

Entire Agreement; Modification. This letter (together with the Confidentiality Agreement) reflects the entire agreement regarding the terms and conditions of your continuing employment with the Company. Accordingly, it supersedes and completely replaces any and all prior or contemporaneous agreements or understandings, written or oral, pertaining to your employment with the Company (including, without limitation, the Prior Offer Letter). You acknowledge that you have not relied upon any representations (oral or otherwise) other than those explicitly stated in this letter. Additionally, this letter cannot be changed or modified except by a separate writing signed by you and a duly authorized officer of the Company.

If this letter is acceptable to you, please sign and return this letter to me. Your signature will acknowledge that you have read and understood and agreed to the terms and conditions stated herein.

Should you have any questions, please do not hesitate to call me.

Very truly yours,

1stdibs.com, Inc.

By: /s/ David Rosenblatt
David Rosenblatt, Chief Executive Officer

Enclosure

I have read and understood this letter and hereby acknowledge, accept and agree to the terms set forth above.

Ross A. Paul

/s/ Ross A. Paul
Signature

Executive Bonus Plan for Fiscal Year 20___

1stdibs.com, Inc. ("1stdibs") has adopted this 1stdibs Executive Bonus Plan (the "Plan") effective as of January 1, 20__ for the 20__ fiscal year. The purpose of the Plan is to establish an incentive plan for the benefit of the members of the 1stdibs executive team and/or vice presidents who are selected by 1stdibs in its discretion as eligible to participate in the Plan (the "Executives").

Please be advised that the Plan supersedes any prior agreement(s) made between the Executive and 1stdibs.

If an individual is selected to participate in the Plan, the Executive's details will be documented in a written letter agreement (the "Letter Agreement") substantially in the form attached to the Plan, which must be signed by the Executive on or before _____, 20__ as a condition to participation in the Plan.

Definitions

- **Board** is the Board of Directors of 1stdibs.
- **Bonus Pool** is the percentage of individual Executive bonuses that get funded through the achievement of [TARGET(S)] during the Reporting Period as determined by the Board in its sole discretion. The calculation of the Bonus Pool is described in Schedule 1 hereto. For example, if the Bonus Pool is funded 90%, then an Executive will receive 90% of his/her Target Bonus amount.
- **Fully Funded Range**, determined by the CEO and CFO in their sole discretion, is the range in which the Bonus Pool is funded at 100%. The Fully Funded Range is set forth on Schedule 1 of the Plan.
- **Payout Ratio** is the multiplier that determines the % increase or decrease of the Bonus Pool, outside of the Fully Funded Range.
- **Reporting Period** is the calendar year, from January 1 through December 31, during which the [TARGET(S)] are in effect, and the [TARGET(S)] must be earned.
- **Target** means the performance targets for [SELECT TARGET(S) FROM LIST BELOW], as the case may be to determine funding of the Bonus Pool, as approved by the Board in its sole discretion, that 1stdibs aspires to achieve during the Reporting Period.
    - [Cash flow
    - Earnings per share
    - Earnings before interest, taxes and amortization
    - Adjusted earnings before interest, taxes and amortization
    - Adjusted earnings before interest, taxes and amortization

- Gross merchandise value
- Gross merchandise value growth
- Return on equity
- Total stockholder return
- Share price performance
- Return on capital
- Return on assets or net assets
- Revenue
- Income or net income
- Operating income or net operating income
- Operating profit or net operating profit
- Operating margin or profit margin
- Return on operating revenue
- Return on invested capital
- Market segment shares
- Costs
- Expenses
- Initiation or completion of development programs
- Other milestones with respect to development programs
- Implementation or completion of critical projects
- Commercial milestones
- Other milestones with respect to the growth of 1stdibs' business or the development or commercialization of any product or service]

- **Target Bonus** amounts for individual Executives are determined by the CEO, in his/her sole discretion. These amounts may change from year-to-year, and will be prorated for a change during the year based on the effective date of the change. The Target Bonus for an Executive will be set forth in the Executive's individual Letter Agreement.

Calculations and Reporting

The Bonus Pool is funded based on the achievement of [TARGET(S)].

Calculations for the Reporting Period occurs annually, after the annual close of the fiscal year and within the first two months of the following fiscal year. Calculations are performed by the CFO in the CFO's sole discretion. 1stdibs may, but is not required to, provide performance achievement forecasts (non-binding) throughout the fiscal year.

Payments

To the extent an Executive has been determined to be eligible to receive payment of a Target Bonus, 1stdibs agrees to provide payment per the following process:

- Bonus payments are made in the last payroll to occur on or before March 15th of the year following the Reporting Period.
- Payments will be considered final and binding once paid. Any questions or disagreements with the bonus calculation should be submitted in writing to the CFO within 30 days of the date of the payment.

Other Conditions

Termination of Employment/Hiring:

Eligibility to participate in the Plan ends upon the Executive's termination of employment with 1stdibs for any reason.

- The Executive must remain employed through the date of payout in order to be eligible for the Target Bonus.
- In the event Executive terminates employment for any reason prior to the payment date, Executive will not be eligible to receive payment of any Target Bonus and will forfeit any rights under the Plan.
- If an Executive is hired during the Reporting Period, the Target Bonus amount is prorated. A minimum of three months of service is required to be eligible for any Target Bonus amount.

Administration:

- The Plan will be administered by the Compensation Committee of the Board of Directors (the "Committee") of 1stdibs or such other individual(s) as may be appointed by the Board. The members of the Committee will have the exclusive discretionary authority to make all determinations (including, without limitation, the interpretation and construction of the Plan and the determination of relevant facts) regarding the eligibility to participate under the terms of the Plan, the entitlement to benefits, and the amounts to be paid under the Plan. Any action taken or decision made by the members of the Committee arising out, or in connection with, the construction, administration, interpretation or effect of the Plan or of any rules and regulations adopted in connection with the Plan will be final, conclusive and binding, upon all Executives and all persons claiming under or through an Executive. In the event a Committee has not been appointed, all references to the Committee will mean the Board.

General:

- The Board will have full power to amend, modify, rescind or terminate the Plan or any bonus granted thereunder at any time. 1stdibs also has the authority in its sole discretion to modify or cancel outstanding bonus award payments. 1stdibs may adjust performance goals based on unforeseen or extraordinary circumstances, including corporate transactions.

- Any bonus payment under the Plan is special incentive compensation and will not be taken into account as “wages” or “salary” in determining the amount of any payment or deferral under any pension, retirement, deferred profit sharing plan or deferred compensation plan or other employee benefit plan of 1stdibs.
- The laws of the State of New York will determine and govern the validity and construction of the Plan in all respects without regard to conflict of laws principles.
- In case any of the provisions of the Plan are held to be invalid, illegal or unenforceable in any respect, any such invalidity, illegality or unenforceability will not affect any other provision of the Plan, the Plan will be construed as if such invalid, illegal or unenforceable provision were not contained in the Plan.
- 1stdibs will have the right to deduct from the payment of any amount pursuant to the Plan any federal, state or local taxes required by law to be withheld. The Plan is intended to be exempt, or if not so exempt, comply with, Section 409A of the Internal Revenue Code of 1986, as amended, and the regulations and guidance promulgated thereunder (“Section 409A”) and the Plan will be interpreted, operated and administered accordingly. 1stdibs, however, does not guarantee the tax treatment of any payments under the Plan, including without limitation pursuant to Section 409A, the Code, federal, state or local law.
- In no event will any of the Executives disclose, or authorize others to disclose, the terms or details of the Plan, or any other agreement contemplated by, or relating in any way to, the Plan, except to advisors of any Executive and as required by applicable law.

Schedule 1 – Executive Bonus Plan for Fiscal Year 20__

The [TARGET(S)] and Fully Funded Range for the Reporting Period of January 1 through December 31, 20__ is as follows:

- [TARGET(S)]

See below for the Target Bonus payout schedule:

Funding Range	<___%	___%-___%	>___%-___% Fully Funded Range	>___%-___%	___%+
[TARGET(S)]					

[TARGET(S)] Determines Bonus Pool

Approved:

1stdibs.com, Inc.

Printed Name and Title

Dear [NAME]
[ADDRESS/EMAIL]

We are pleased to present you with a discretionary bonus opportunity (your "Target Bonus") under the 1stdibs Executive Bonus Plan (the "Plan") for fiscal year 20__. This letter sets forth certain of the terms and conditions of your Target Bonus under the Plan. The operation of the Plan, including the determination of any bonus thereunder, is governed by and subject to the terms of the Plan document, a copy of which is attached for your reference. The Plan document includes definitions of certain capitalized terms used in this Letter Agreement. In the event of any conflict between this Letter Agreement and the Plan, the terms of the Plan govern. If you have any questions regarding the Plan, please direct your questions to [NAME/CONTACT INFORMATION].

For the 20__ fiscal year, your Target Bonus will be [$_____].

If the performance targets set forth in the Plan are met for the 20__ fiscal year, a Bonus Pool will be funded at a certain percentage. Your Target Bonus will be calculated based on that percentage. For example, if the Bonus Pool is funded at 90%, you will be eligible to be paid your Target Bonus at 90%. If any Target Bonus amount is payable, it will be paid in a lump sum in the first calendar quarter of 20__, but no later than March 15, 20__.

You must be employed, and have not given or received notice of termination, as of the date any Target Bonus amount is paid. The Board or Committee thereof will determine whether the performance targets and goals have been met and approve payment of any Target Bonus amount. Bonuses are not guaranteed and are awarded and payable only at the discretion of 1stdibs. The Board has the authority in its sole discretion to modify or cancel any Target Bonus payments. 1stdibs further may adjust performance goals at any time based on unforeseen or extraordinary circumstances, including corporate transactions.

You agree that you will not, directly or indirectly, sell, transfer, assign, pledge, dispose of, grant a security interest in, mortgage, or otherwise encumber all or any portion of any Target Bonus under the Plan. You further agree that your employment with 1stdibs remains "at will" and nothing in this Letter Agreement or the Plan document obligates or entitles you to remain employed by 1stdibs for any period of time. Furthermore, 1stdibs has the right at any time or from time to time in its discretion to amend, modify or terminate the Target Bonus and the Plan.

Acknowledged and Agreed:

_____
Employee Signature

_____
Date

Exhibit 10.11

1STDIBS.COM, INC.

EXECUTIVE SEVERANCE PLAN

This Executive Severance Plan (this "**Plan**") is adopted by 1stdibs.com, Inc., a Delaware corporation (the "**Company**"), effective immediately on _____ (the "**Effective Date**"). This Plan applies to the Company's Chief Executive Officer (the "**CEO**") and those executive employees of the Company designed as "Executives" on Schedule I attached hereto (each, an "**Executive**"). Schedule I may be modified by the Committee (as defined below) from time to time without the need for a formal amendment to this Plan, in which case an updated Schedule I shall be attached hereto. For purposes of this Plan, all references to the Company shall include the Company's affiliates and subsidiaries unless the context otherwise requires.

RECITALS

It is expected that the Company from time to time shall consider the possibility of restructuring within the Company or an acquisition by another company or other change in control. The Board of Directors of the Company (the "**Board**") recognizes that such consideration can be a distraction to the Executive and can cause the Executive to consider alternative employment opportunities. The Board has determined that it is in the best interests of the Company and its stockholders to assure that the Company shall have the continued dedication and objectivity of the Executive, notwithstanding the possibility, threat or occurrence of a restructuring or Change in Control of the Company.

The Board believes that it is in the best interests of the Company and its stockholders to provide the Executive with an incentive to continue his or her employment and to motivate the Executive to maximize the value of the Company upon a Change in Control for the benefit of its stockholders.

The Board believes that it is imperative to provide the Executive with certain severance benefits upon the Executive's termination of employment, including following a Change in Control. These benefits shall provide the Executive with enhanced financial security and incentive and encouragement to remain with the Company notwithstanding the possibility of a Change in Control.

The Board believes that it is in the best interests of the Company and its stockholders to provide the Executive and his or her dependents with certain severance benefits upon the Executive's termination of employment due to death or disability. These benefits shall provide the Executive and his or her dependents with financial assistance in a time of need.

Certain capitalized terms used in this Plan are defined in Section 5 below.

PLAN

1. Plan Administration. This Plan shall be administered by the Compensation Committee of the Board (the "**Committee**"). The Committee shall have the authority to amend, terminate and interpret this Plan, select and designate executive employees of the Company to participate in this Plan, and to make any and all other determinations necessary or advisable for the administration of this Plan. For the avoidance of doubt, the Committee shall have the authority to amend or terminate this Plan at any time and for any reason; provided, however, that except as otherwise permitted by this Plan or as required to comply with any applicable law, regulation or rule, the termination of this Plan, or any amendment thereof, shall not have a material adverse effect on the Executive's benefits under this Plan without the Executive's consent. All determinations and interpretations of the Committee shall be final, binding, and conclusive as to all persons. The Committee may delegate any and all of its powers and responsibilities hereunder to other persons and such persons shall have the full authority to exercise the duties so delegated.

2. Term of Plan. This Plan shall have an initial term commencing on the Effective Date and ending on the third (3rd) anniversary of the Effective Date (the "**Initial Term**"). At the end of the Initial Term, this Plan shall automatically renew for successive additional terms of three (3) years (each, an "**Additional Term**") on the same terms and conditions, unless this Plan is either terminated or amended by the Committee in its sole discretion at the end of the Initial Term or an Additional Term, in which case this Plan shall either terminate at the end of the applicable term or continue under the new terms approved by the Committee. Notwithstanding the foregoing provisions, if a Change in Control occurs when there are fewer than twelve (12) months remaining in the Initial Term or an Additional Term, as applicable, then such Initial Term or Additional Term, as applicable, shall extend automatically through the date that is twelve (12) months following the Change in Control. If the Executive becomes entitled to benefits under Section 4 during the term of this Plan, this Plan shall not terminate with respect to such Executive until all of the obligations of the parties hereto with respect to this Plan have been satisfied.

3. At-Will Employment. The Executive's employment with the Company is "at-will" employment and may be terminated by the Company at any time with or without cause or notice. This Plan does not create any right to continued employment. Further, the Executive's job performance or promotions, commendations, bonuses or the like from the Company do not give rise to or in any way serve as the basis for modification, amendment, or extension, by implication or otherwise, of his or her employment with the Company.

4. Severance and Termination.

(a) Involuntary Termination. If the Executive's employment with the Company is terminated (i) by the Executive with Good Reason, (ii) by the Company without Cause or (iii) due to the Executive's death or the Executive becoming Disabled, and (x) the Executive (or the Executive's estate or representative, as applicable) signs and does not revoke (if applicable) a separation and release agreement substantially in the form attached hereto as Exhibit A (as modified to reflect applicable law and circumstances and with any other modifications as mutually agreed to by the Company and the Executive) (the "**Separation and Release Agreement**"), and (y) the Executive complies with the restrictive covenants and contractual obligations applicable to the Executive, including but not limited to the Employee Assignment of Intellectual Property, Confidentiality and Non-Competition Agreement, then the Executive shall be entitled to the following:

(i) the Company shall continue to pay the Executive's then current base salary (less applicable payroll deductions), in equal installments for a period of twelve (12) months following the Executive's termination of employment, in accordance with the Company's regular payroll practices; provided that any such payment scheduled to occur during the first sixty (60) days following the termination of employment shall not be paid until the sixtieth (60th) day following such termination and shall include payment of any amount that was otherwise scheduled to be paid prior thereto;

(ii) if the Executive elects to continue health insurance coverage under the Consolidated Budget Reconciliation Act of 1985, as amended ("**COBRA**"), for the Executive and the Executive's eligible dependents, then for a period of twelve (12) months following Executive's termination of employment, so long as the Executive is paying COBRA premiums during such period, the Company agrees to directly pay to the carrier on the Executive's behalf a monthly payment equal to the amount that was paid by the Company for such coverage as of the date of the Executive's termination and any increases in such premiums during such period that may be required to maintain the same level of coverage. The Executive shall be responsible for filing any necessary paperwork for COBRA coverage and for payment of all premiums, including providing evidence for such payment of premiums as requested by the Company; and

(iii) the Company shall provide the Executive with reasonable outplacement assistance with an outplacement firm of the Company's choosing, with such amount paid directly to such outplacement firm.

In addition, the Executive (or the Executive's estate or representative, as applicable) shall be entitled to receive the Accrued Compensation.

(b) Involuntary Termination for Cause or Voluntary Resignation without Good Reason. If the Company terminates the Executive's employment with the Company for Cause or the Executive resigns without Good Reason, then the Executive shall (i) receive the Executive's Accrued Compensation, and (ii) not be entitled to any other compensation or benefits from the Company except as may be required by applicable law. No other compensation or benefits shall be paid or provided to the Executive under this Plan on account of a termination for Cause or a resignation without Good Reason, or for periods following the date when such a termination of employment is effective.

(c) Change in Control Benefits. If the Executive's employment with the Company is terminated (i)(A) by the Executive with Good Reason, (B) by the Company without Cause or (C) due to the Executive's death or the Executive becoming Disabled, and (ii) such termination occurs within twelve (12) months after a Change in Control, then provided (x) the Executive (or the Executive's estate or representative, as applicable) signs and does not revoke (if applicable) the Separation and Release Agreement, and (y) the Executive complies with the restrictive covenants and contractual obligations applicable to the Executive, including but not limited to the Employee Assignment of Intellectual Property, Confidentiality and Non-Competition Agreement, then the Executive shall be entitled to the following:

(i) the Company shall continue to pay an amount equal to the sum of (A) the Executive's then current base salary plus (B) the Executive's then current target annual bonus, less applicable payroll deductions, in equal installments for a period of twelve (12) months following the Executive's termination of employment, in accordance with the Company's regular payroll practices; provided that any such payment scheduled to occur during the first sixty (60) days following the termination of employment shall not be paid until the sixtieth (60th) day following such termination and shall include payment of any amount that was otherwise scheduled to be paid prior thereto;

(ii) if the Executive elects to continue health insurance coverage under COBRA for the Executive and the Executive's eligible dependents, then for a period of twelve (12) months following the Executive's termination of employment, so long as the Executive is paying COBRA premiums during such period, the Company shall pay the Executive a monthly payment as a reimbursement equal to the amount that was paid by the Company for such coverage as of the date of the Executive's termination and any increases in such premiums during such period that may be required to maintain the same level of coverage. The Executive shall be responsible for filing any necessary paperwork for COBRA coverage and for payment of all premiums, including providing evidence for such payment of premiums as requested by the Company;

(iii) all of the Executive's outstanding Company equity compensation awards (including, but not limited to, stock options, stock appreciation rights, restricted stock or restricted stock units) shall immediately vest in full, with post-termination exercisability as specified in the applicable equity award agreement; and

(iv) the Company shall provide the Executive with reasonable outplacement assistance with an outplacement firm of the Company's choosing, with such amount paid directly to such outplacement firm.

In addition, the Executive (or the Executive's estate or representative, as applicable) shall be entitled to receive the Accrued Compensation. For purposes of clarity, if this Section 4(d) applies, the Executive shall not also receive benefits under Section 4(a).

5. Definitions.

(a) Accrued Compensation. For purposes of this Plan, "**Accrued Compensation**" means (i) the Executive's base salary earned but unpaid through the date of termination of employment, which such base salary shall be paid in accordance with applicable law and (ii) all expense reimbursements and any other vested benefits due to the Executive through the date of termination of employment in accordance applicable law and with Company plans and policies applicable to the Executive, which such benefits are to be provided in accordance with the terms of applicable law and/or the applicable employee benefit plan or policy.

(b) Cause. For purposes of this Plan, "**Cause**" means the occurrence of any of the following:

(i) a material breach by the Executive of his or her employment agreement or similar agreement with the Company;

(ii) a material violation by the Executive of a federal or state law or regulation applicable to the business of the Company that has a material adverse effect on the Company;

(iii) the Executive's misappropriation or embezzlement of Company funds or property or an act of fraud upon the Company made by the Executive;

(iv) the Executive's conviction of, or plea of guilty or *nolo contendere* to, a crime constituting a felony, or crime constituting a misdemeanor involving theft, embezzlement, dishonesty, or moral turpitude;

(v) the willful failure by the Executive to perform his or her material duties for the Company;

(vi) repeated and continuous failure to perform the Executive's duties to the satisfaction of the Board in its good faith determination;

(vii) the Executive's breach of the Executive's fiduciary duties to the Company;

(viii) a willful violation of a written Company policy, the violation of which is stated in such policy to be grounds for termination, or lawful directive of the Board;

(ix) conduct which violates applicable law or the policies of the Company with respect to non-discrimination, workplace harassment or similar protections of workers in the workplace;

(x) an act by the Executive which constitutes gross misconduct and which is materially and demonstrably injurious to the Company; or

(xi) the Executive's commission of any act, occurring or coming to light during Executive's employment with the Company, that brings the Executive into public contempt or ridicule or that the CEO and the Board reasonably judge to be likely to injure the operations or reputation of the Company or the Company's employees or reputation, with the Executive accorded an opportunity to respond in writing or in person, at the Executive's option, to the CEO and the Board prior to the termination of the Agreement; provided that, if the Executive subject to this Section 5(b)(xi) is the CEO, the CEO's judgement shall not be taken into account when evaluating such act, occurring or coming to light.

No act, or failure to act, by the Executive shall be considered "willful" unless committed without good faith and without a reasonable belief that the act or omission was in the Company's best interests.

Notwithstanding the foregoing, Cause shall not exist with respect to Section 5(b)(iv), Section 5(b)(v), Section 5(b)(vi) or Section 5(b)(vii) until and unless the Executive fails to cure such breach, neglect or misconduct (if such breach, neglect or misconduct is capable of cure) within ten (10) days after written notice from the Board. If the Executive's employment ends for any reason other than discharge by the Company for Cause, but at a time when the Company had Cause to terminate the Executive's employment (or would have had Cause if it knew all of the relevant facts), the Executive's termination shall be treated as a discharge by the Company for Cause.

(c) Change in Control. For purposes of this Plan, "**Change in Control**" means the occurrence of any of the following events:

(i) a change in the composition of the Board occurs, as a result of which fewer than one-half of the incumbent directors are directors who either:

(A) Had been directors of the Company on the "look-back date" (as defined below) (the "**original directors**"); or

(B) Were elected, or nominated for election, to the Board with the affirmative votes of at least a majority of the aggregate of the original directors who were still in office at the time of the election or nomination and the directors whose election or nomination was previously so approved (the "**continuing directors**");

provided, however, that for this purpose, the "original directors" and "continuing directors" shall not include any individual whose initial assumption of office occurred as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents, by or on behalf of a person other than the Board;

(ii) any "person" (as defined below) who by the acquisition or aggregation of securities, is or becomes the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing fifty percent (50%) or more of the combined voting power of the Company's then outstanding securities ordinarily (and apart from rights accruing under special circumstances) having the right to vote at elections of directors (the "**Base Capital Stock**"); except that any change in the relative beneficial ownership of the Company's securities by any person resulting solely from a reduction in the aggregate number of outstanding Shares of Base Capital Stock, and any decrease thereafter in such person's ownership of securities, shall be disregarded until such person increases in any manner, directly or indirectly, such person's beneficial ownership of any securities of the Company;

(iii) the consummation of a merger or consolidation of the Company or a subsidiary of the Company with or into another entity or any other corporate reorganization, if persons who were not stockholders of the Company immediately prior to such merger, consolidation or other reorganization own immediately after such merger, consolidation or other reorganization fifty percent (50%) or more of the voting power of the outstanding securities of each of (A) the Company (or its successor) and (B) any direct or indirect parent corporation of the Company (or its successor); or

(iv) the sale, transfer, or other disposition of all or substantially all of the Company's assets.

For purposes of subsection 5(c)(i)(A) above, the term "look-back date" means the later of (1) the Effective Date and (2) the date that is twenty-four (24) months prior to the date of the event that may constitute a Change in Control.

For purposes of subsection 5(c)(ii) above, the term "person" shall have the same meaning as when used in Sections 13(d) and 14(d) of the Exchange Act, but shall exclude (1) a trustee or other fiduciary holding securities under an employee benefit plan maintained by the Company or a parent or subsidiary and (2) a corporation owned directly or indirectly by the stockholders of the Company in substantially the same proportions as their ownership of the Stock.

Any other provision of this Section 4(c) notwithstanding, a transaction shall not constitute a Change in Control if its sole purpose is to change the state of the Company's incorporation or to create a holding company that shall be owned in substantially the same proportions by the persons who held the Company's securities immediately before such transaction, and a Change in Control shall not be deemed to occur if the Company files a registration statement with the United States Securities and Exchange Commission in connection with an initial or secondary public offering of securities or debt of the Company to the public.

(d) Disabled. For purposes of this Plan, "**Disabled**" means any permanent and total disability as defined by Section 22(e)(3) of the Internal Revenue Code of 1986, as amended (the "**Code**"). The Executive shall be considered Disabled for purposes of this Plan if the Executive is approved for long-term disability benefits under a plan or program maintained by the Company.

(e) Exchange Act. For purposes of this Plan, "**Exchange Act**" means the United States Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

(f) Good Reason. For purposes of this Plan, "**Good Reason**" means, without the prior written consent of the Executive, (i) a material diminution in the Executive's base salary except for across-the-board salary reductions similarly affecting all or substantially all similarly situated employees of the Company, (ii) a material diminution in the Executive's duties, responsibilities or title or (iii) a change of more than 50 miles in the geographic location at which the Executive provides services to the Company. Notwithstanding the foregoing, Good Reason shall not be deemed to exist unless the Executive gives the Company written notice within 30 days after the occurrence of the event which the Executive believes constitutes the basis for Good Reason, specifying in reasonable detail the circumstances which the Executive believes constitutes the basis for Good Reason. If the Company fails to cure such circumstances, if curable, within 60 days after receipt of such notice, the Executive must terminate his or her employment for Good Reason within 30 days following the expiration of such 60-day cure period.

6. Limitation on Payments. In the event that the severance and other benefits provided for in this Plan or otherwise payable to the Executive (x) constitute "parachute payments" within the meaning of Section 280G of Code and (y) but for this Section 6, would be subject to the excise tax imposed by Section 4999 of the Code, then the Executive's severance benefits and other payments under Section 4(d) shall be either:

(a) delivered in full, or

(b) delivered as to such lesser extent which would result in no portion of such severance benefits and other payments being subject to excise tax under Section 4999 of the Code, whichever of the foregoing amounts, taking into account the applicable federal, state and local income taxes and the excise tax imposed by Section 4999, results in the receipt by the Executive on an after-tax basis, of the greatest amount of severance benefits and other payments, notwithstanding that all or some portion of such severance benefits and other payments may be taxable under Section 4999 of the Code. If a reduction in severance and other benefits constituting "parachute payments" as defined in Section 280G of the Code, is necessary so that benefits are delivered to a lesser extent, reduction shall occur in the following manner:

(i) the payments and benefits which do not constitute nonqualified deferred compensation subject to Section 409A shall be reduced first; and

(ii) all other payments and benefits shall then be reduced as follows: (A) cash payments shall be reduced before non-cash payments; and (B) payments to be made on a later payment date shall be reduced before payments to be made on an earlier payment date.

Reduction in either cash payments or equity compensation benefits shall be made pro-rata between and among benefits which are subject to Section 409A of the Code and benefits which are exempt from Section 409A of the Code. In the event that the accelerated vesting of equity awards is to be cancelled, such vesting acceleration shall be cancelled in the reverse chronological order of the Executive's equity awards' grant dates.

Unless the Company and the Executive otherwise agree in writing, any determination required under this Section 6 shall be made in writing by the Company's independent public accountants immediately prior to the Change in Control (the "**Accountants**"), whose determination shall be conclusive and binding upon the Executive and the Company for all purposes. For purposes of making the calculations required by this Section 6, the Accountants may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of Sections 280G and 4999 of the Code. The Company and the Executive shall furnish to the Accountants such information and documents as the Accountants may reasonably request in order to make a determination under this Section. The Company shall bear all costs the Accountants may reasonably incur in connection with any calculations contemplated by this Section 6.

7. Section 409A. Notwithstanding anything to the contrary in this Plan, if the Company determines that the Executive is a "specified employee" within the meaning of Section 409A of the Code ("**Section 409A**") at the time of the Executive's termination of employment (other than due to death), then to the extent delayed commencement of any portion of the benefits to which the Executive is entitled pursuant to this Plan, when considered together with any other severance payments or separation benefits that are considered deferred compensation under Section 409A (together, the "**Deferred Compensation Separation Benefits**"), is required to avoid

a prohibited distribution under Section 409A(a)(2)(B)(i) of the Code, then such benefits shall be delayed until the first payroll date that occurs on or after the date six (6) months and one (1) day following the date of the Executive's termination of employment. All subsequent Deferred Compensation Separation Benefits, if any, shall be payable in accordance with the payment schedule applicable to each payment or benefit. Notwithstanding anything herein to the contrary, if the Executive dies following the Executive's termination of employment but prior to the six (6) month anniversary of the Executive's termination of employment, then any payments delayed in accordance with this paragraph shall be payable in a lump sum as soon as administratively practicable after the date of the Executive's death and all other Deferred Compensation Separation Benefits shall be payable in accordance with the payment schedule applicable to each payment or benefit.

Each payment and benefit payable under this Plan is intended to constitute a separate payment for purposes of Treasury Regulation Section 1.409A-2(b)(2). Notwithstanding anything to the contrary in this Plan, no Deferred Compensation Separation Benefits payable under this Plan shall be considered due or payable until and unless the Executive has a "separation from service" within the meaning of Section 409A. Similarly, no severance payable to the Executive pursuant to this Plan that otherwise would be exempt from Section 409A pursuant to Treasury Regulation Section 1.409A-1(b)(9) shall be payable until the Executive has a "separation from service" within the meaning of Section 409A. To the extent that any reimbursements payable pursuant to this Plan are subject to Section 409A, any such reimbursements payable to the Executive pursuant to this Plan shall be paid no later than December 31 of the year following the year in which the expense was incurred, the amount of expenses reimbursed in one year shall not affect the amount eligible for reimbursement in any subsequent year, and the Executive's right to reimbursement under this Plan shall not be subject to liquidation or exchange for another benefit.

The foregoing provisions are intended to comply with the requirements of Section 409A so that none of this Plan's benefits shall be subject to the additional tax imposed under Section 409A, and any ambiguities herein shall be interpreted to so comply. The Company reserves the right to amend this Plan and to take such reasonable actions which are necessary, appropriate, or desirable to avoid imposition of any additional tax or income recognition prior to actual payment to the Executive under Section 409A, provided that such amendment or action may not materially reduce the benefits provided or to be provided to the Executive under this Plan.

Notwithstanding anything herein to the contrary, the Company shall have no liability to the Executive or to any other person if the payments and benefits provided in this Plan that are intended to be exempt from or compliant with Section 409A are not so exempt or compliant, as applicable.

8. Release of Claims. The receipt of any payments and benefits pursuant to this Plan is subject to the Executive signing and not revoking (if applicable) the Separation and Release Agreement; provided that the Separation and Release Agreement is effective within sixty (60) days following the Executive's termination of employment (the "**Release Deadline**"). No severance shall be paid or provided until the Separation and Release Agreement becomes effective. If the Separation and Release Agreement is not effective by the Release Deadline, the Executive forfeits the Executive's right to any severance under this Plan. Severance payments shall commence or be paid, as applicable, on or before the sixtieth (60th) day following the date of the Executive's termination of employment, or, if later, such time as required by Section 7. In the event the

Executive's termination of employment occurs at a time during the calendar year where it would be possible for the Separation and Release Agreement to become effective in the calendar year following the calendar year in which the Executive's termination of employment occurs, then any severance shall be paid on the first payroll date to occur during the calendar year following the calendar year in which such termination of employment occurs, or such later time as required by (a) the payment schedule applicable to each payment or benefit, (b) the date the Separation and Release Agreement becomes effective, or (c) the time required by Section 7 of this Plan.

9. Successors.

(a) Company's Successors. Any successor to the Company (whether direct or indirect and whether by purchase, merger, consolidation, liquidation or otherwise) to all or substantially all of the Company's business and/or assets shall assume the obligations under this Plan and agree expressly to perform the obligations under this Plan in the same manner and to the same extent as the Company would be required to perform such obligations in the absence of a succession. For all purposes under this Plan, the term "Company" shall include any successor to the Company's business and/or assets which executes and delivers the assumption agreement described in this Section 9(a) or which becomes bound by the terms of this Plan by operation of law.

(b) Executive's Successors. The terms of this Plan and all rights of the Executive hereunder shall inure to the benefit of, and be enforceable by, the Executive's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees.

10. Notices. All notices, requests, demands and other communications called for hereunder shall be in writing and shall be deemed given as follows (a) if sent by email, when sent, provided that (i) the subject line of such email states that it is a notice delivered pursuant to this Plan and (ii) the sender of such email does not receive a written notification of delivery failure, (b) if sent by a well-established commercial overnight service, on the date of delivery, or, if earlier, one (1) day after being sent, (c) if sent by registered or certified mail, three (3) days after being mailed, return receipt requested, prepaid and addressed to the parties or their successors at the following addresses, or at such other addresses as the parties may later designate in writing:

If to the Company: 1stdibs.com, Inc.
51 Astor Place, 3rd Floor
New York, New York 10003
Attention: Alison Lipman
Email:

or to such other address or the attention of such other person as the recipient party has previously furnished to the other party in writing in accordance with this paragraph.

11. Miscellaneous Provisions.

(a) No Duty to Mitigate. The Executive shall not be required to mitigate the amount of any payment contemplated by this Plan, nor shall any such payment be reduced by any earnings that the Executive may receive from any other source.

(b) Other Agreements. To the extent that the Executive participates in any Company plan or has entered into another agreement with the Company that also provides for one or more of the severance benefits set forth in this Plan upon termination of employment, then with respect to each such payment or benefit, the Executive shall be entitled to receive either (i) such payment or benefit under such other agreement or (ii) the payment or benefit provided under this Plan, whichever of the foregoing results in the receipt by the Executive on an after-tax basis of the greater payment or benefit and subject to compliance with Section 409A, to the extent applicable, and provided that the Executive does not receive any duplication of payments or benefits. For the avoidance of doubt, in no event shall the Executive become entitled to a duplication of benefits under this Plan and any other severance plan or program of the Company (including, without limitation, the 1stdibs Inc. Severance Plan, effective as of June 1, 2018). Notwithstanding any provision of this Plan to the contrary, to the extent that any Executive is entitled to any period of paid notice under Federal or state law including, but not limited to, the Worker Adjustment Retraining Notification Act of 1988, the benefits and amounts payable under this Plan shall be reduced (but not below zero) by the base pay received by the Executive during the period of such paid notice.

(c) Headings. All captions and section headings used in this Plan are for convenient reference only and do not form a part of this Plan.

(d) Severability. The invalidity or unenforceability of any provision or provisions of this Plan shall not affect the validity or enforceability of any other provision hereof, which shall remain in full force and effect.

(e) Withholding. All payments made pursuant to this Plan shall be subject to withholding of applicable income and employment taxes.

(f) Governing Law. The validity, interpretation, construction and performance of this Plan shall in all respects be governed by the laws of the State of New York, without preference to principles of conflict of law.

(g) Survival. Those provisions and obligations of this Plan which are intended to survive shall survive notwithstanding termination of the Executive’s employment with the Company or any of its affiliates or subsidiaries or the termination of this Plan.

(h) No Effect on Other Benefits. Benefits under this Plan, if any, shall not be counted as compensation for purposes of determining benefits under other benefit plans, programs, policies or agreements, except to the extent expressly provided therein or herein.

(i) ERISA. The Plan is an unfunded compensation arrangement for a select group of management or highly compensated employees of the Company and any exemptions under the Employee Retirement Income Security Act of 1974, as amended, applicable to such an arrangement shall be applicable to the Plan.

To record the adoption of this Plan by the Board, the Company has caused its authorized officer to execute the same.

1STDIBS.COM, INC.

By: _____
Name:
Title:

SCHEDULE I

"Executives"

As of the Effective Date, the following executive employees of the Company are "Executives" for purposes of the Plan:

Name	Title
Nancy Hood	Chief Marketing Officer
Sarah Liebel	Chief Revenue Officer
Alison Lipman	Chief People Officer
Tu Nguyen	Chief Financial Officer
Ross Paul	Chief Technology Officer
Xiaodi Zhang	Chief Product Officer

EXHIBIT A

Form of Separation and Release Agreement

_____, 20__

BY EMAIL

[NAME]
[EMAIL ADDRESS]

Dear [NAME]:

You are being provided with this Separation and Release Agreement (this "**Agreement**") in connection with your separation from employment with 1stdibs.com Inc., a Delaware corporation ("**1stdibs**" or the "**Company**"), under the 1stdibs.com, Inc. Executive Severance Plan (the "**Plan**"). If there is a conflict between the terms of this Agreement and the terms of the Plan, the terms of the Plan will govern. If you agree with these terms, please sign and date this Agreement in the space provided at the end and return to me as set forth in Section 17 below.

1. **Separation Date**: Your date of separation of employment with the Company will be [END DATE] (the "**Separation Date**").

2. **Separation Benefits and Accrued Compensation**:

a. If you sign this Agreement, you will be provided with the payments and benefits in accordance with, and subject to the terms of, Section [4(a)][1][4(c)][2] of the Plan (the "**Separation Benefits**"). Subject to any payment schedule set forth in the Plan, the Separation Benefits will be paid or provided (as applicable) to you *after* you execute this Agreement [and the seven (7)-day revocation period described in Section 21 below has expired without revocation].[3] In addition, your receipt of the Separation Benefits is subject to your compliance with the terms and conditions of this Agreement, the Restrictive Covenants Agreement and the Plan. The Separation Benefits are in full and final satisfaction of any and all claims you may have against the Releasees (as defined below) (including, without limitation, in respect of compensation, severance, bonus, options, vacation, reimbursable expenses or otherwise), and exceeds in value any payments to which you may otherwise be entitled.

b. In addition to the Separation Benefits, you will be entitled to receive the Accrued Compensation in accordance with, and subject to the terms of, the Plan.

3. **General Release**: You voluntarily, knowingly and willingly release and forever discharge the Company, its parents, predecessors, subsidiaries and affiliates, together with each of those entities' respective officers, directors, partners, shareholders, members, employees, employee

1 Insert for a termination not in connection with a Change in Control.
2 Insert for a termination in connection with a Change in Control.
3 Insert for employees who are 40 years of age or older.

benefit plans and the trustees thereof, and agents (collectively, the "**Releasees**"), from any and all legally waivable claims and rights of any nature whatsoever, whether currently known or unknown, arising out of or relating to your employment relationship with the Company and the termination thereof. This release includes, but is not limited to, any contract claims (expressed or implied, written or oral), or any rights or claims under any federal, state or local statute, including, without limitation, the Americans with Disabilities Act, the Rehabilitation Act of 1973, the Older Workers' Benefit Protection Act, the Age Discrimination in Employment Act, the Family Medical Leave Act, Title VII of the 1964 Civil Rights Act, The Civil Rights Act of 1991, the Equal Pay Act, the Fair Labor Standards Act, the Employee Retirement Income Security Act of 1974, the Worker Adjustment and Retraining Notification ("**WARN**") Act of 1988, the New York State WARN Act, the New York State Labor Law, the New York City Earned Safe and Sick Time Act, and the New York State and New York City Human Rights Laws[4], all as amended, and any other federal, state or local laws, rules or regulations, whether equal employment opportunity laws, rules or regulations or otherwise, Company plans. This release specifically includes, but is not limited to, any claims based upon discrimination relating to your race, color, religion, creed, sex, national origin, ancestry, age, veteran status, mental or physical disability or medical condition, marital status, sexual orientation, pregnancy, childbirth or related medical condition, political activity, AIDS or any related condition, color blindness, illiteracy, arrest record, domestic violence victim status, or any other basis prohibited by law. Notwithstanding the foregoing, nothing in this Agreement shall constitute a waiver or release by you of (a) any rights or claims arising after the date you execute this Agreement, (b) any claims that cannot be waived at law, (c) the obligations of the Company to continue to provide director and officer indemnification to you, to the fullest extent permitted by applicable law, in accordance with the articles of incorporation, bylaws or other governing documents for the Company, (d) your right to file an application for an award for original information submitted pursuant to Section 21F of the Securities Exchange Act of 1934, as amended, or (e) any rights or claims to the Separation Benefits or Accrued Compensation.

4. **No Claims Filed**: You represent and agree that you have not filed and will not file any lawsuits or arbitrations, charges or complaints against the Company or Releasees. However, nothing in this Agreement is intended to prohibit or restrict you from: (a) testifying truthfully under oath; (b) making any disclosure of information required by law; (c) providing information to, or testifying or otherwise assisting in any investigation or proceeding brought by, any federal regulatory or law enforcement agency or legislative body, or any self-regulatory organization; (d) filing, testifying, participating in, or otherwise assisting in a proceeding relating to an alleged violation of any federal, state, or municipal law relating to fraud or any rule or regulation of the Securities and Exchange Commission or any self-regulatory organization; (e) filing a charge or participating in any investigation or proceeding conducted by the Equal Employment Opportunity Commission, the National Labor Relations Board, the New York State Division of Human Rights, the New York City Commission on Human Rights,[5] or comparable state or local agency, provided however that you waive any right to recover monetary damages or any other relief in connection with any such charge, investigation or proceeding; or (f) speaking with an

4 This release is drafted for use with executives working in New York. To be revised for any executives hired outside of New York.

5 This release is drafted for use with executives working in New York. To be revised for any executives hired outside of New York.

attorney retained by you. You further agree that you will not seek or accept personal, equitable or monetary relief in any civil action, suit or legal proceeding that involves any matter occurring at any time prior to your execution of this Agreement; however, nothing shall interfere with your ability to accept a government bounty.

5. **No Admission of Wrongdoing**: Nothing herein shall be deemed to constitute an admission of wrongdoing or violation of the law by either the Company or any of the other Releasees.

6. **Confidential and Proprietary Information**: You acknowledge that this Agreement is in addition to, and does not supersede or invalidate, your Employee Assignment of Intellectual Property, Confidentiality and Non-Competition Agreement dated as of [DATE] (the "**Restrictive Covenants Agreement**"). You will continue to be bound by the terms contained in the Restrictive Covenants Agreement following the Separation Date. Notwithstanding the foregoing and anything to the contrary therein, you and the Company expressly agree that all fees and expenses relating to any arbitration (including, without limitation, the legal fees and expenses of the prevailing party and expert witness fees) arising pursuant hereto shall be paid by the non-prevailing party, and the arbitrator shall include an award of such amounts in its decision. Pursuant to the Defend Trade Secrets Act of 2016, an individual may not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (a) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding. Further, an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the employer's trade secrets to the attorney and use the trade secret information in the court proceeding if the individual: (x) files any document containing the trade secret under seal; and (y) does not disclose the trade secret, except pursuant to court order.

7. **Confidentiality**: You agree that the terms of this Agreement are CONFIDENTIAL. You agree not to disclose the existence or contents of this Agreement to anyone, other than to your lawyer, financial advisor or spouse, to enforce this Agreement, to respond to a valid subpoena or other legal process, or while engaging in the activities referenced in Section 4 of this Agreement. If you do tell your lawyer, financial advisor or spouse about this Agreement or its contents, you must immediately tell them that they must keep it confidential as well. The Company agrees that it will keep the terms of this Agreement confidential, except as is necessary to administer this Agreement and as required by applicable law.

8. **No Negative Statements**: You agree not to make any negative or disparaging statements about, or to intentionally do anything that damages, the Company and the other Releasees, their services, reputation, officers, employees or financial status, or that damages the Company or any of its affiliates in any of its business relationships, except: (a) if testifying truthfully under oath pursuant to any lawful court order or subpoena, (b) otherwise responding to or providing disclosures required by law, or (c) while engaging in the activities referenced in Section 4 of this Agreement.

9. **Removal from Positions**: You understand and agree, that, upon the Separation Date, you will resign from, and shall no longer hold, any position, directorship, or office that you hold currently with Company and its affiliates and subsidiaries.

10. **Breach of this Agreement**: You promise to abide by the terms and conditions in this Agreement and understand that if you do not, the Company shall be entitled to damages incurred due to such breach, except if you successfully establish the invalidity of this Agreement.

11. **Severability**: If at any time, after the date of the execution of this Agreement, any court, arbitrator or administrative agency of competent jurisdiction finds that any provision of this Agreement is invalid or unenforceable, or in the event that any provision cannot be modified so as to be valid and enforceable, then that provision shall deemed severed from this Agreement and the remainder of the Agreement shall remain in full force and effect.

12. **Return of Company Property**: You represent that by [DATE] you will have returned to the Company all of its property in your possession, custody, or control, including without limitation any laptop computer and all Company software, files, information or documents. You further represent that all Company files, information and Company software stored on your personal computer have been transferred to CD (and delivered to the Company) and deleted from your personal computer's memory banks. You further represent and warrant that you have not retained any copies, electronic or otherwise, of such property.

13. **Cooperation**: You shall fully cooperate with the Releasees and its/their counsel in connection with any investigation, administrative proceeding, claim, arbitration or litigation to which the Company is a party or which relates to any matter in which the Company was involved or about which Company has knowledge. Your cooperation shall include, but is not limited to, providing affidavits, reviewing documents, meeting with counsel and appearing as a witness in any such matter, at a deposition and/or trial, if the Company so requests. If you are subpoenaed by any person or entity (including, but not limited to, any government agency) to give testimony (in a deposition, court proceeding or otherwise) which in any way relates to your employment with the Company, then you shall give prompt notice of such request to the Company. You represent and warrant that you have reported and/or revealed to appropriate Company officials and/or employees any and all subject matters known to you that are required to be reported pursuant to the Company's Employee Handbook. Except as otherwise permitted herein, you shall not voluntarily cooperate with any investigation, administrative proceeding, claim, arbitration or litigation against the Releasees. Notwithstanding the foregoing, nothing contained herein shall be construed to limit or restrict you from providing truthful information in response to legal process or as may otherwise be provided in law.

14. **Tax Matters**: The Company may deduct or withhold from the Separation Benefits any applicable federal, state or local tax or employment withholdings or deductions resulting from the Separation Benefits provided under this Agreement. In addition, it is the Company's intention that all payments or benefits provided under this Agreement comply with, or be exempt from, the requirements of Section 409A of the Internal Revenue Code of 1986, as amended (the "**Code**"), and, for the avoidance of doubt, the Separation Benefits will be paid or provided (as applicable) in accordance with Section 6 of the Plan, pertaining to compliance with Section 409A of the Code.

15. **Governing Law**:[6] This Agreement shall be construed according to the laws of the State of New York without regard to any state's conflict of laws provisions. Any claims arising hereunder shall exclusively be resolved by submission to final and binding arbitration before the American Arbitration Association ("**AAA**") in New York City, New York. Notwithstanding the foregoing agreement to arbitrate, neither party waives the right (a) to seek through judicial process preliminary injunctive relief to preserve the status quo and (b) to enforce this paragraph should one side or the other not participate in the arbitration or take steps to interfere with or make unworkable in whole or in part the arbitration process. In such cases, the parties hereto each hereby irrevocably consent to the exclusive jurisdiction of the federal and state courts located in the County of New York, State of New York; and each agrees that service of process in any such proceeding will be sufficient if delivered by hand with a copy receipted, or by certified mail, return receipt requested, and that such service shall be deemed "personal service."

16. **Changes to this Agreement**: This Agreement may not be changed unless the changes are in writing and signed by the party against whom enforcement is sought.

17. **Execution and Delivery of this Agreement**: If you choose to sign this Agreement, please send the signed Agreement to me, either by hand, certified mail or at [EMAIL ADDRESS]. You understand that the Company will not be required to provide any of the consideration described in this Agreement unless you execute and return this Agreement [and do not revoke this Agreement pursuant to Section 21].[7]

18. **Entire Agreement**: This Agreement, together with the Plan and the Restrictive Covenants Agreement, contains the entire agreement between you and the Company and supersedes all other agreements between you and the Company (whether or not in writing).

19. **Counterparts**: This Agreement may be executed in separate counterparts, each of which is deemed to be an original and all of which together constitute one and the same agreement. Signed signature pages may be transmitted electronically in pdf format or by facsimile, and any such signature shall have the same legal effect as an original.

20. **Successors and Assigns**: This Agreement will be binding on you and the Company and upon your and their respective heirs, representatives, successors and assigns, and will run to the benefit of the Releasees and each of them and to their respective heirs, representatives, successors and assigns.

21. **Voluntary Waiver**: By signing this Agreement, you acknowledge that:

    a. [You had at least [twenty-one (21)][forty-five (45)] days from the date that you received this Agreement to consider its terms;][8]

6 The agreement is drafted for use with executives working in New York. To be revised for any executives hired outside of New York.

7 Insert for employees who are 40 years of age or older.

8 Insert for employees who are 40 years of age or older. Insert 21 days if one employee is terminated. Insert 45 days if two or more employees are terminated.

b. You have carefully read and understand this Agreement;

c. You are advised to consult with an attorney and/or any other advisors of your choice before signing this Agreement;

d. You understand that this Agreement is **LEGALLY BINDING** and by signing it you give up certain rights;

e. You have voluntarily chosen to enter into this Agreement and have not been forced or pressured in any way to sign it;

f. You **KNOWINGLY AND VOLUNTARILY RELEASE** the Company and the other Releasees from any and all claims you may have, known or unknown, in exchange for the benefits you have obtained by signing, and that these benefits are in addition to any benefit you would have otherwise received if you did not sign this Agreement; and

g. [You acknowledge that, after executing this Agreement, you have seven (7) days to revoke it, and that any such notice of revocation should be sent to the Company in accordance with the notice procedures described in Section 10 of the Plan during that seven (7)-day period.][9]

Again, we thank you for all your prior services. Best of luck to you in your future endeavors.

9 Insert for employees who are 40 years of age or older.

PLEASE READ CAREFULLY. THIS SEPARATION AND RELEASE AGREEMENT INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

Read, Accepted and Agreed to:

_____

Name: [NAME]

Dated: _____

1stdibs.com, Inc.

_____

Name: [NAME]

Title: [TITLE]

Dated: _____

[Signature Page to Separation and Release Agreement]

NON-EMPLOYEE DIRECTOR COMPENSATION POLICY OF THE BOARD OF DIRECTORS OF 1STDIBS.COM, INC.

Approved: May 11, 2021

Non-employee members of the board of directors (the "**Board**") of 1stdibs.com, Inc. (the "**Company**") shall be eligible to receive cash and equity compensation as set forth in this Non-Employee Director Compensation Policy (this "**Policy**"). This Policy shall become effective on the date the price of the shares of the Company's common stock is established (the "**Pricing Date**") in connection with the Company's initial public offering (the "**IPO**"). The cash compensation and equity grants described in this Policy shall be paid or be made, as applicable, automatically and without further action of the Board, to each member of the Board who is not an employee of the Company or any parent or subsidiary of the Company (each, a "**Non-Employee Director**"), unless such Non-Employee Director declines the receipt of such cash compensation or equity grants by written notice to the Company. This Policy shall remain in effect until it is revised or rescinded by further action of the Board. The terms and conditions of this Policy shall supersede any prior cash or equity compensation arrangements between the Company and its directors.

Annual Cash Compensation

Commencing at the beginning of the first calendar quarter following the IPO, each Non-Employee Director shall receive the cash compensation set forth below for service on the Board. The annual cash compensation amounts shall be payable in arrears following the end of each quarter in which the service occurred, pro-rated for any partial months of service. All annual cash fees are vested upon payment.

Annual Cash Retainer for Board Service

- All Non-Employee Directors: $30,000
- Lead Director: $50,000 (in lieu of above)

Annual Cash Retainer for Committee Service

In addition, a Non-Employee Director shall be eligible to receive the following additional annual cash retainers for service in the following roles:

Committee Chair:

- Audit: $20,000
- Compensation: $12,000
- Nominating and Corporate Governance: $8,000

Committee Member:

- Audit: $10,000
- Compensation: $6,000
- Nominating and Corporate Governance: $4,000

Equity Compensation

Each Non-Employee Director shall be granted the following awards under the Company's 2021 Stock Incentive Plan or its successor (the "**2021 Plan**"):

- Annual Awards: On the first business day following the conclusion of each regular annual meeting of the Company's stockholders, commencing with the 2022 annual meeting, each Non-Employee Director who shall continue serving as a member of the Board thereafter shall receive a stock option award (each, an "**Annual Award**") under the 2021 Plan with a grant date fair value equal to $150,000. The per share exercise price of the Annual Awards shall equal the per share Fair Market Value (as defined in the 2021 Plan) of the Company's common stock on the date of grant. The number of shares underlying each Annual Award shall be equal to $150,000 divided by the estimated Black-Scholes value of such stock option as of the date of grant, rounded down to the nearest whole share.

  In addition, if a Non-Employee Director is elected to the Board (the date of such election, the "**Election Date**") after the 2022 annual meeting of stockholders and other than at an annual meeting of stockholders, the Non-Employee Director shall receive an Annual Award upon election to the Board that is prorated in accordance with the following formula:

  - If the Election Date is at least six (6) months before the date of the next annual meeting of the Company's stockholders, the Non-Employee Director shall receive the full amount (i.e., 100%) of such Annual Award.
  - If the Election Date is less than six (6) months before, but at least three (3) months before the date of the next annual meeting of the Company's stockholders, the Non-Employee Director shall receive fifty percent (50%) of such Annual Award.
  - If the Election Date is less than three (3) months before the date of the next annual meeting of the Company's stockholders, the Non-Employee Director shall not receive any portion of such Annual Award.

  Each Annual Award shall become fully vested, subject to the applicable Non-Employee Director's continued service as a director, on the earliest of (i) the twelve (12)-month anniversary of the date of grant, (iii) the next annual meeting of stockholders following the date of grant or (iii) the consummation of a Change in Control (as defined in the 2021 Plan).

- Initial Awards: Each Non-Employee Director who first joins the Board after the Pricing Date shall, upon the Election Date, receive a stock option award (each, an "**Initial Award**") under the 2021 Plan with a grant date fair value equal to $300,000. The per share exercise price of the Initial Award shall equal the per share Fair Market Value of the Company's common stock on the date of grant. The number of shares underlying each Initial Award shall be equal to $300,000 divided by the estimated Black-Scholes value of such stock options as of the date of grant, rounded down to the nearest whole share.

  Each Initial Award shall vest, subject to the applicable Non-Employee Director's continued service as a director, in equal annual installments on each of the three (3) anniversaries of the date of grant. Notwithstanding the foregoing, the Initial Awards shall fully vest on the consummation of a Change in Control.

- IPO Director Awards: Each Non-Employee Director who serves on the Board on or prior to the Pricing Date and who is expected to continue serving as a member of the Board thereafter shall, upon the Pricing Date, receive a stock option award (each, an "**IPO Director Award**") under the 2021 Plan with a grant date fair value equal to $300,000. The per share exercise price of the IPO Director Awards shall equal the per share Fair Market Value of the Company's common stock on the date of grant (i.e., the IPO price). The number of shares underlying each IPO Director Award shall be equal to $300,000 divided by the per share Fair Market Value of the Company's common stock on the date this Policy is approved by the Board, rounded down to the nearest whole share.

  Each IPO Director Award shall vest, subject to the applicable Non-Employee Director's continued service as a director, in equal annual installments on each of the three (3) anniversaries of the date of grant. Notwithstanding the foregoing, the IPO Director Awards shall fully vest on the consummation of a Change in Control.

The Annual Awards, the Initial Awards and the IPO Director Awards shall be subject to the terms and conditions of the 2021 Plan (including the annual limits on non-employee director grants set forth in the 2021 Plan) and an option agreement, including attached exhibits, in substantially the same form approved by the Board for employee grants subject to the terms specified above.

The Board may also approve other equity grants to the Non-Employee Directors under the 2021 Plan in addition to or lieu of grants described in this Policy.

Expenses

The Company shall reimburse the Non-Employee Directors for reasonable and customary out-of-pocket expenses incurred by the Non-Employee Directors in attending Board and committee meetings and otherwise performing their duties and obligations as directors.

Exhibit 23.1

Consent of Independent Registered Public Accounting Firm

We consent to the reference to our firm under the caption “Experts” and to the use of our report dated March 29, 2021, in the Registration Statement (Form S-1) and related Prospectus of 1stdibs.com, Inc. dated May 17, 2021.

/s/ Ernst & Young LLP

New York, New York
May 17, 2021

Exhibit 99.1

Consent of Director Nominee

1stdibs.com, Inc. is filing a Registration Statement on Form S-1 with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Securities Act"), in connection with the initial public offering of shares of its common stock. In connection therewith, I hereby consent, pursuant to Rule 438 of the Securities Act, to being named as a nominee to the board of directors of 1stdibs.com, Inc. in the Registration Statement, as may be amended from time to time. I also consent to the filing of this consent as an exhibit to such Registration Statement and any amendments thereto.

By: /s/ Lori A. Hickok
Name: Lori A. Hickok
Date: May 12, 2021

Exhibit 99.2

Consent of Director Nominee

1stdibs.com, Inc. is filing a Registration Statement on Form S-1 with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Securities Act"), in connection with the initial public offering of shares of its common stock. In connection therewith, I hereby consent, pursuant to Rule 438 of the Securities Act, to being named as a nominee to the board of directors of 1stdibs.com, Inc. in the Registration Statement, as may be amended from time to time. I also consent to the filing of this consent as an exhibit to such Registration Statement and any amendments thereto.

By: /s/ Andrew Robb
Name: Andrew Robb
Date: May 12, 2021

Exhibit 99.3

Consent of Director Nominee

1stdibs.com, Inc. is filing a Registration Statement on Form S-1 with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Securities Act"), in connection with the initial public offering of shares of its common stock. In connection therewith, I hereby consent, pursuant to Rule 438 of the Securities Act, to being named as a nominee to the board of directors of 1stdibs.com, Inc. in the Registration Statement, as may be amended from time to time. I also consent to the filing of this consent as an exhibit to such Registration Statement and any amendments thereto.

By: /s/ Brian Schipper
Name: Brian Schipper
Date: May 12, 2021

Exhibit 99.4

Consent of Director Nominee

1stdibs.com, Inc. is filing a Registration Statement on Form S-1 with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Securities Act"), in connection with the initial public offering of shares of its common stock. In connection therewith, I hereby consent, pursuant to Rule 438 of the Securities Act, to being named as a nominee to the board of directors of 1stdibs.com, Inc. in the Registration Statement, as may be amended from time to time. I also consent to the filing of this consent as an exhibit to such Registration Statement and any amendments thereto.

By: /s/ Paula Volent
Name: Paula Volent
Date: May 12, 2021