

The principal features of the 2015 Plan are described below. This summary is qualified in its entirety by reference to the full text of the 2015 Plan, a copy of which has been filed as an exhibit to the registration statement of which this prospectus is a part.

Administration. The 2015 Plan will be administered by the Compensation Committee of our board of directors (or such other committee of our board of directors may from time to time designate). Among other things, the Compensation Committee will have the authority to select individuals to whom awards may be granted, to determine the types of awards (as well as the number of shares of common stock to be covered by each such award) granted and to determine and modify the terms and conditions of any such awards.

Eligibility. In addition to any individuals who hold Prior Plan Awards and/or Adjusted Awards at any time, current or prospective officers, employees, directors and consultants of Match Group and its subsidiaries and affiliates (other than IAC and its subsidiaries and affiliates) will be eligible to be granted awards under the 2015 Plan.

Shares Subject to the 2015 Plan. The aggregate number of shares of our common stock that may be delivered to satisfy awards under the 2015 Plan cannot exceed 20,000,000 shares, plus the number of shares delivered to satisfy Prior Plans Awards and Adjusted Awards. No participant may be granted, in each case, during any calendar year: (i) performance-based awards (other than stock options and stock appreciation rights, or SARs) intended to qualify under Section 162(m) of the Internal Revenue Code, or the Code, covering in excess of 10,000,000 shares; or (ii) stock options and SARs covering in excess of 10,000,000 shares. The maximum number of shares that may be granted pursuant to incentive stock options is 10,000,000. The foregoing share limits are subject to adjustment in certain circumstances by the Compensation Committee to prevent dilution or enlargement.

The shares subject to grant under the 2015 Plan will be made available from authorized but unissued shares or from treasury shares, as determined from time to time by the Board. Other than with respect to Prior Plan Awards and Adjusted Awards, to the extent that any award is forfeited or any stock option or SAR terminates, expires or lapses without being exercised or any award is settled for cash, the shares underlying such awards will again be available for awards under the 2015 Plan. If the exercise price of any stock option and/or the tax withholding obligations relating to any award are satisfied by delivering shares (by either actual delivery or by attestation), only the number of shares issued net of the shares delivered or attested to will be deemed delivered for purposes of the limits in the 2015 Plan. To the extent any shares subject to an award are withheld to satisfy the exercise price (in the case of a stock option) and/or the tax withholding obligations relating to such award, such shares are not deemed to have been delivered for purposes of the limits set forth in the plan.

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Stock Options and SARs. Stock options granted under the 2015 Plan can either be incentive stock options, or ISOs, or nonqualified stock options. SARs granted under the 2015 Plan can be granted either alone or in tandem with a stock option. The exercise price of options and SARs cannot be less than 100% of the fair market value of the stock underlying the options or SARs on the date of grant. Stock options and SARs cannot be repriced without stockholder approval. Optionees may pay the exercise price in cash or, if approved by the Compensation Committee, in shares (valued at their fair market value on the date of exercise) or a combination thereof, or by way of a "cashless exercise" through a broker approved by the Company or by withholding shares otherwise receivable on exercise.

The term of stock options and SARs are as determined by the Compensation Committee, but a stock option may not have a term longer than ten years from the date of grant. The Compensation Committee determines the vesting and exercise schedule of stock options and SARs, which the Compensation Committee may waive or accelerate at any time, and the extent to which they will be exercisable after the award holder's employment terminates. Generally, unvested stock options and SARs will terminate upon the termination of employment, and vested stock options and SARs will remain exercisable for one year after the award holder's death, disability or retirement and 90 days after the award holder's termination for any other reason. Vested stock options and SARs also terminate upon the optionee's termination for cause. Stock options and SARs are transferable only by will or by the laws of descent and distribution or pursuant to a qualified domestic relations order or, in the case of nonqualified stock options or SARs, as otherwise expressly permitted by the Compensation Committee, including, if so permitted, pursuant to a transfer to the participant's family members or to a charitable organization, whether directly or indirectly or by means of a trust or partnership or otherwise.

Restricted Stock. The 2015 Plan provides for the award of shares that are subject to forfeiture and restrictions on transferability as set forth in the 2015 Plan and as may be otherwise determined by the Compensation Committee. Except for these restrictions and unless otherwise determined by the Compensation Committee, upon the grant of a restricted stock award, the recipient will have rights of a stockholder with respect to the underlying restricted stock, including the right to vote the restricted stock and to receive all dividends and other distributions paid or made with respect to such restricted stock on such terms as are set forth in the applicable award agreement. Unless otherwise determined by the Compensation Committee: (i) cash dividends on the shares that are the subject of the restricted stock award shall be automatically reinvested in additional restricted stock, held subject to the vesting of the underlying restricted stock; and (ii) dividends payable in shares shall be paid in the form of additional restricted stock, held subject to the vesting of the underlying restricted stock. Restricted stock granted under the 2015 Plan may or may not be subject to performance conditions. During the restriction period set by the Compensation Committee, the recipient may not sell, transfer, pledge, exchange or otherwise encumber the restricted stock. Generally, all shares of unvested restricted stock shall be forfeited upon the award holder's termination, unless otherwise agreed or the Compensation Committee waives such forfeiture.

RSUs. The 2015 Plan authorizes the committee to grant restricted stock units, or RSUs. RSUs are awards denominated in shares that will be settled, subject to the terms and conditions of the RSUs, in an amount in cash, shares or both, based upon the fair market value of a specified number of shares. RSUs are not shares of our common stock and do not entitle the recipients to the rights of a stockholder. The award agreement for RSUs will specify whether, to what extent and on what terms and conditions the participant will be entitled to receive current or delayed payments of cash, shares or other property corresponding to the dividends payable on the shares. RSUs granted under the 2015 Plan may or may not be subject to performance conditions. The recipient may not sell, transfer, pledge or otherwise encumber RSUs granted

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