

us per share of common stock. The underwriting discounts and commissions are \$ per share.

The following tables show the per share and total underwriting discounts and commissions to be paid to the underwriters assuming both no exercise and full exercise of the underwriters' option to purchase 5,000,000 additional shares of common stock.

	No exercise	Full exercise
Per share	\$	\$
Total	\$	\$

We have agreed to reimburse the underwriters for counsel fees and expenses relating to clearance of this offering with the Financial Industry Regulatory Authority, Inc. and under Blue Sky laws in an amount up to \$50,000, and the fees and disbursements of counsel incurred by the Underwriters in connection with the Directed Share program, not to exceed \$10,000. The underwriters have also agreed to reimburse us for certain of our expenses in connection with this offering. We estimate that our total net expenses of this offering, including registration, filing and listing fees, printing fees and legal and accounting expenses, but excluding the underwriting discounts and commissions, will be approximately \$8.0 million.

A prospectus in electronic format may be made available on the websites maintained by one or more underwriters, or selling group members, if any, participating in this offering. The underwriters may agree to allocate a number of shares to underwriters and selling group members for sale to their online brokerage account holders. Internet distributions will be allocated by the representative to underwriters and selling group members that may make internet distributions on the same basis as other allocations.

The underwriters have informed us that they do not expect to sell more than 5% of the common stock in the aggregate to accounts over which they exercise discretionary authority.

We, IAC, and our directors and executive officers have agreed not to (1) 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, or otherwise transfer or dispose of, directly or indirectly, any shares of our common stock or any securities convertible into or exchangeable or exercisable for any shares of our common stock (including, without limitation, common stock or such other securities which may be deemed to be beneficially owned by us, IAC or such directors and executive officers in accordance with the rules and regulations of the SEC and securities which may be issued upon exercise of a stock option or warrant), or publicly disclose the intention to make any offer, sale, pledge or disposition, (2) enter into any swap or other agreement that transfers, in whole or in part, any of the economic consequences of ownership of any shares of our common stock or any such other securities (whether any such transactions described in clause (1) or (2) above is to be settled by the delivery of shares of common stock or such other securities, in cash or otherwise) or (3) make any demand for or exercise any right with respect to the registration of any shares of our common stock or any security convertible into or exercisable or exchangeable for our common stock, in each case without the prior written consent of J.P. Morgan Securities LLC and Allen & Company LLC for a period of 180 days after the date of this prospectus.

The exceptions to the lock-up for the Company include: (A) the issuance or sale of any shares of our common stock in connection with the conversion, exchange, settlement or exercise of options, restricted stock units or other stock based awards granted under our equity plans, (B) the grant of any options, restricted stock units or other stock-based awards under our equity plans, (C) the filing of one or more registration statements on Form S-8 relating to our equity plans and (D) the issuance or sale of any shares

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of our common stock in compliance with our obligations under our investor rights agreement and employee matters agreement with IAC.

The exceptions to the lockup for IAC and our directors and executive officers include: (A) if such person is a natural person, transfers of shares of our common stock: (i) as a bona fide gift or gifts, (ii) by will or intestacy, (iii) to any trust for the direct or indirect benefit of such person or the immediate family of such person, (iv) to any immediate family member, (v) to a partnership, limited liability company or other entity of which such person and the immediate family of such person are the legal and beneficial owner of all of the outstanding equity securities or similar interests, (vi) to a nominee or custodian of a person or entity to whom a disposition or transfer would be permissible under clauses (i) through (v) above, (viii) pursuant to an order of a court or regulatory agency, (ix) pursuant to a domestic order, divorce settlement, divorce decree, or separation agreement, or (x) from an executive officer to us or our parent entities upon death, disability or termination of employment, in each case, of such executive officer, provided that the lock-up provision shall apply to any donee, distributee or transferee pursuant to this clause (A); (B) if such person is an entity, transfers to such person's affiliate(s), provided that the lock-up provision shall apply to any transferee pursuant to this clause (B); (C) transactions relating to shares of our common stock or other securities that such person may purchase in open market transactions after the completion of this offering; (D) the exercise of stock options, including through a "net" or "cashless" exercise, or receipt of shares upon the vesting of restricted stock units granted pursuant to our equity plans, provided that the lock-up provision shall apply to any securities issued upon any of these events; (E) forfeitures of shares of our common stock to satisfy tax withholding requirements upon the vesting or exercise of equity-based awards granted under an equity plan; (F) the conversion our Class B common stock into shares of our common stock, provided that the lock-up provision shall apply to any securities upon such conversion; and (G) transfer of shares of our common stock pursuant to a bona fide third-party tender offer, merger, consolidation or other similar transaction made to all holders of our capital stock involving a change of control of our Company.

We will agree to indemnify the underwriters and their controlling persons against certain liabilities, including liabilities under the Securities Act.

We have applied to list our shares of common stock on the NASDAQ Global Select Market under the symbol "MTCH."

In connection with this offering, the underwriters may engage in stabilizing transactions, which involves making bids for, purchasing and selling shares of common stock in the open market for the purpose of preventing or retarding a decline in the market price of the common stock while this offering is in progress. These stabilizing transactions may include making short sales of the common stock, which involves the sale by the underwriters of a greater number of shares of common stock than they are required to purchase in this offering, and purchasing shares of common stock on the open market to cover positions created by short sales. Short sales may be "covered" shorts, which are short positions in an amount not greater than the underwriters' option to purchase additional shares referred to above, or may be "naked" shorts, which are short positions in excess of that amount. The underwriters may close out any covered short position either by exercising their option to purchase additional shares, in whole or in part, or by purchasing shares in the open market. In making this determination, the underwriters will consider, among other things, the price of shares available for purchase in the open market compared to the