

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934
Date of Report (Date of earliest event reported): February 20, 2024

GoodRx Holdings, Inc.

(Exact Name of Registrant as Specified in its Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-39549
(Commission File Number)

47-5104396
(IRS Employer
Identification No.)

2701 Olympic Boulevard
Santa Monica, California
(Address of Principal Executive Offices)

90404
(Zip Code)

Registrant's Telephone Number, Including Area Code: (855) 268-2822

Not applicable
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class A Common Stock, \$0.0001 par value per share	GDRX	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

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

Item 1.01 Entry into a Material Definitive Agreement

On February 20, 2024, GoodRx, Inc. (“GoodRx”), an indirect wholly-owned subsidiary of GoodRx Holdings, Inc. (the “Company”), entered into the Fifth Amendment to First Lien Credit Agreement (the “Fifth Amendment”), by and among GoodRx, as borrower, GoodRx Intermediate Holdings, LLC and the other guarantors party thereto (collectively, together with GoodRx, the “Loan Parties”), Barclays Bank PLC, as administrative agent, and the lenders and other parties party thereto, in order to amend its First Lien Credit Agreement, dated as of October 12, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), to, among other things, extend the maturity date of its \$100.0 million revolving credit facility thereunder from October 11, 2024 to July 11, 2025. All other material provisions of the Credit Agreement, including the terms of the Loan Parties’ obligations under the Credit Agreement’s term loan facility, were unchanged by the Fifth Amendment. In connection with the Fifth Amendment, GoodRx paid an extension fee equal to 0.125% of the revolving commitments of each extending revolving lender.

Certain lenders party to the Credit Agreement and their affiliates have engaged in, and may in the future engage in, investment banking and other commercial dealings in the ordinary course of business with the Company, its subsidiaries and/or its affiliates. They have received, and may in the future receive, customary fees and commissions for these transactions.

The foregoing descriptions of the Fifth Amendment and the changes made to the Credit Agreement do not purport to be complete and are subject to, and qualified in their entirety by, the full text of the Fifth Amendment, a copy of which is filed as Exhibit 10.1 hereto and is incorporated by reference herein.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant

The information set forth in Item 1.01 of this Current Report on Form 8-K is incorporated by reference herein.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers

As previously disclosed, on January 16, 2024, the Company determined that the role currently held by Raj Beri, the Company’s Chief Operating Officer, would be eliminated and the Company’s Board of Directors removed Mr. Beri as Chief Operating Officer, effective as of February 15, 2024 (the “Separation Date”).

In connection with Mr. Beri’s departure from the Company, on February 23, 2024, GoodRx entered into a Separation Agreement & Release with Mr. Beri (the “Separation Agreement”). The Separation Agreement will become effective on March 2, 2024 (the “Effective Date”) if it is not properly revoked by Mr. Beri in writing before such date. Pursuant to the Separation Agreement, Mr. Beri will be entitled to the following benefits upon the Effective Date:

- cash severance payments of (i) \$500,000, representing 12 months of Mr. Beri’s base salary, (ii) \$500,000, representing Mr. Beri’s full target annual cash performance bonus amount for 2024, and (iii) \$134,000, representing the balance of Mr. Beri’s unearned retention bonus pursuant to that certain letter agreement, dated May 30, 2023, by and between GoodRx and Mr. Beri;
- a discretionary cash bonus payment of \$375,000;
- immediate vesting of Mr. Beri’s unvested stock options to purchase up to 111,776 shares of the Company’s Class A common stock at an exercise price of \$5.94 per share (the “Accelerated Options”);
- an extension of up to 12 months after the Separation Date for Mr. Beri to exercise his vested and exercisable stock options to purchase (i) up to 782,433 shares of the Company’s Class A common stock at an exercise price of \$5.94 per share (which, for the avoidance of doubt, includes the Accelerated Options) and (ii) up to 129,797 shares of the Company’s Class A common stock at an exercise price of \$5.53 per share; and
- company-reimbursed COBRA continuation coverage premiums for a period of 12 months following the Separation Date.

All of the foregoing cash payments shall be less applicable taxes, withholdings and deductions and shall be payable within 30 days of the Effective Date.

In exchange for the consideration provided in the Separation Agreement, Mr. Beri has agreed to, among other things, a general release of claims whereby Mr. Beri has agreed to release and discharge GoodRx and its related parties from any and all claims and causes of action arising out of, or in any way related to, agreements, events, acts or conduct at any time prior to and including the Effective Date, except for such claims and causes of actions that by law cannot be waived. The Separation Agreement also contains a non-disparagement clause and certain other customary provisions.

Mr. Beri continues to be subject to a proprietary information and invention assignment agreement containing confidentiality, intellectual property assignment and other covenants.

The foregoing description of the Separation Agreement does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Separation Agreement, a copy of which is filed as Exhibit 10.2 hereto and is incorporated by reference herein.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

10.1† [Fifth Amendment to First Lien Credit Agreement, by and among GoodRx, Inc., as borrower, GoodRx Intermediate Holdings, LLC and the other guarantors party thereto, Barclays Bank PLC, as administrative agent, and the lenders and other parties party thereto, dated February 20, 2024](#)

10.2† [Separation Agreement & Release, by and between GoodRx, Inc. and Raj Beri, dated February 22, 2024](#)

104 Cover Page Interactive Data File - the cover page XBRL tags are embedded within the Inline XBRL document.

† The annexes, schedules, and certain exhibits to this Exhibit have been omitted pursuant to Item 601(a)(5) of Regulation S-K. The Registrant hereby agrees to furnish supplementally a copy of any omitted annex, schedule or exhibit to the Securities and Exchange Commission upon request.

SIGNATURE

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

GOODRX HOLDINGS, INC.

Date: February 23, 2024

By: /s/ Karsten Voermann

Name: Karsten Voermann

Title: Chief Financial Officer

FIFTH AMENDMENT TO FIRST LIEN CREDIT AGREEMENT

THIS FIFTH AMENDMENT TO FIRST LIEN CREDIT AGREEMENT, dated as of February 20, 2024 (this "Amendment"), by and among GOODRX, INC., a Delaware corporation (the "Borrower"), GOODRX INTERMEDIATE HOLDINGS, LLC, a Delaware limited liability company ("Holdings"), the other Guarantors party hereto, BARCLAYS BANK PLC ("Barclays"), as Administrative Agent (in such capacity, the "Administrative Agent"), the Issuing Banks party hereto, the Swingline Lender, and the Revolving Lenders party hereto, amends that certain First Lien Credit Agreement, dated as of October 12, 2018 (as amended by that certain First Incremental Credit Facility Amendment to First Lien Credit Agreement, dated as of November 1, 2019, that certain Second Incremental Credit Facility Amendment to First Lien Credit Agreement, dated as of May 12, 2020, that certain Third Amendment to First Lien Credit Agreement, dated as of June 29, 2023, that certain Fourth Amendment to First Lien Credit Agreement, dated as of July 7, 2023, and as further amended, restated, amended and restated, supplemented or otherwise modified prior to the date hereof, the "Credit Agreement"), by and among the Borrower, Holdings, the Guarantors party thereto, the Lenders party thereto and the Administrative Agent and the Collateral Agent. Capitalized terms used herein without definition shall have the same meanings herein as set forth in the Credit Agreement after giving effect to this Amendment.

RECITALS

WHEREAS, pursuant to and in accordance with Section 2.24 of the Credit Agreement, the Borrower has requested that each Revolving Lender agree to extend the maturity date of each such Revolving Lender's Revolving Commitments (the "Extension").

WHEREAS, each (x) Revolving Lender party hereto (constituting all of the Revolving Lenders after giving effect to the Lender Replacement (as defined below)) (the "Extending Revolving Lenders") and (y) each Issuing Bank party hereto (constituting all of the Issuing Banks after giving effect to the Lender Replacement) and the Swingline Lender hereby agrees to the Extension; and

WHEREAS, pursuant to and in accordance with Section 9.02(c) of the Credit Agreement, the Borrower hereby notifies the Administrative Agent and Credit Suisse AG, Cayman Islands Branch ("Credit Suisse"), as a Non-Consenting Lender, that it will require Credit Suisse to assign and delegate all of its interest, rights and obligations as a Revolving Lender and Issuing Bank under the Credit Agreement to an assignee that shall assume all such obligations;

WHEREAS, as of the Effective Date (as defined below) UBS AG, Stamford Branch ("UBS"), agrees to assume all of Credit Suisse's interest, rights and obligations as a Revolving Lender and Issuing Bank under the Credit Agreement in accordance with the requirements of Section 9.02(c) of the Credit Agreement (the "CS Replacement"). After giving effect to the assignment and assumption, UBS shall have a Revolving Commitment in the amount set forth next to its name in Schedule I hereto.

WHEREAS, as of the Effective Date (as defined below), Goldman Sachs Bank USA ("GS"), agrees to assume all of Truist Bank's interest, rights and obligations as a Revolving Lender and Issuing Bank under the Credit Agreement in accordance with the requirements of Section 9.02(c) of the Credit Agreement (together with the CS Replacement, the "Lender Replacement"). After giving effect to the assignment and assumption, GS shall have a Revolving Commitment in the amount set forth next to its name in Schedule I hereto.

NOW, THEREFORE, in consideration of the premises and agreements, provisions and covenants herein contained, the parties hereto agree as follows:

SECTION I. AMENDMENTS TO THE CREDIT AGREEMENT

Subject to the satisfaction of the conditions precedent set forth in Section II of this Amendment, the Loan Parties, each Revolving Lender party hereto, each Issuing Bank party hereto, the Swingline Lender and the Administrative Agent, agree that as of the Effective Date:

(a) The definition of “Revolving Termination Date” in Section 1.1 of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

““Revolving Termination Date” means July 11, 2025, but, as to any specific Revolving Commitment, as the maturity of such Revolving Commitment shall have been extended by the holder thereof in accordance with the terms hereof.”

(b) The definition of “Letter of Credit” in Section 1.1 of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

“Letter of Credit” means (a) any letter of credit issued pursuant to this Agreement or (b) any guarantee, indemnity or other instrument (including bank acceptances and bank guarantees), in each case in a form requested by the Borrower and agreed by the applicable Issuing Bank; provided that in no event shall GS Bank, Barclays, Bank of America, N.A., UBS AG, Stamford Branch or Citizens Bank, N.A. be required to issue letters of credit (other than standby letters of credit), bank acceptances, bank guarantees, indemnities or other instruments.

(c) Section 2.05(k) of the Credit Agreement is hereby amended to add the following language at the end of the first sentence:

“; *provided* UBS AG, Stamford Branch may be replaced as an Issuing Bank at any time by providing not less than thirty (30) days prior written notice to the Borrower and the Administrative Agent.”

(d) Schedule 2.01(b) of the Credit Agreement is hereby amended and restated in its entirety as set forth in Schedule I hereto.

SECTION II. CONDITIONS TO EFFECTIVENESS

The effectiveness of this Amendment, including Section I and the agreement of the Revolving Lenders (constituting all of the Revolving Lenders (after giving effect to the Lender Replacement), the Issuing Banks (constituting all of the Issuing Banks (after giving effect to the Lender Replacement)) and the Swingline Lender to extend the Revolving Termination Date is subject to the satisfaction or waiver of the following conditions (the date on which all of such conditions are satisfied or waived, the “Effective Date”):

A. Execution. The Administrative Agent shall have received a counterpart signature page of this Amendment, duly executed by each of Holdings, the Borrower, each other Guarantor, each Revolving Lender, each Issuing Bank, the Swingline Lender and the Administrative Agent.

B. Fees. Substantially concurrently with the Effective Date, the Borrower shall have paid (or caused to be paid) to the Administrative Agent for the account of each Extending Revolving Lender a 0.125% extension fee on each such Extending Revolving Lender's Revolving Commitment as of the Effective Date, which fees shall be earned, due and payable subject to the occurrence of the Effective Date.

C. Expenses. The Administrative Agent shall have received, to the extent invoiced at least three (3) Business Days prior to the Effective Date, payment of all reasonable out-of-pocket expenses required to be reimbursed or paid by the Borrower hereunder or any other Loan Document, including reimbursement or other payment of all reasonable and documented out-of-pocket expenses (including reasonable fees, charges and disbursements of Davis Polk & Wardwell LLP) required to be reimbursed or paid by the Borrower hereunder or otherwise in connection with this Amendment.

D. No Event of Default. No Default or Event of Default shall have occurred and be continuing on the Effective Date.

E. Representations and Warranties. The representations and warranties made by each Loan Party set forth in Article III of the Credit Agreement, in Section III herein and in any other Loan Document executed on or prior to the Effective Date shall be true and correct in all material respects (except that any representation and warranty that is qualified as to "materiality" or "Material Adverse Effect" shall be true and correct in all respects) on and as of the Effective Date with the same effect as though made on and as of such date, except to the extent such representation or warranty expressly relates to an earlier date in which case such representations and warranties shall be true and correct in all material respects (except that any representation and warranty that is qualified as to "materiality" or "Material Adverse Effect" shall be true and correct in all respects) as of such earlier date.

F. Documentary Conditions. The Administrative Agent shall have received each of the following, dated as of the Effective Date:

(a) a certificate of each Loan Party signed by a Responsible Officer of such Loan Party (A) certifying and attaching the resolutions or similar consents adopted by such Loan Party approving or consenting to this Amendment, (B) certifying that each Organizational Document of such Loan Party either (x) has not been amended since the Closing Date or, in the case of any Loan Party which is an Additional Guarantor (as defined in the Guaranty), since the date of such Loan Party's Joinder Agreement to the Guaranty, or (y) is attached as an exhibit to such certificate, certified as of a recent date by the appropriate governmental official, and certified by such Responsible Officer as being in full force and effect as of the Effective Date, and (C) certifying (x) as to the incumbency and specimen signature of each officer executing this Amendment and any related documents on behalf of such Loan Party or (y) that such incumbency has not been amended since the Closing Date or, in the case of any Loan Party which is an Additional Guarantor, since the date of such Loan Party's Joinder Agreement to the Guaranty;

(b) a certificate signed by a Responsible Officer of the Borrower certifying that the conditions set forth in clauses (D) and (E) of this Section II have been satisfied; and

(c) a customary written opinion (addressed to the Administrative Agent and the Lenders and dated the Effective Date) of Kirkland & Ellis LLP, New York counsel for the Loan Parties.

G. KYC. The Administrative Agent shall have received, no later than three (3) Business Days in advance of the Effective Date, (i) all documentation and other information with respect to the Borrower that is required by regulatory authorities under applicable “know your customer” and anti-money laundering rules and regulations, including, without limitation, the Patriot Act, that has been reasonably requested by any Revolving Lender party hereto at least ten (10) Business Days in advance of the Effective Date and (ii) if the Borrower qualifies as a “legal entity customer” under the Beneficial Ownership Regulation, the Borrower shall have delivered a Beneficial Ownership Certification in relation to the Borrower.

SECTION III. REPRESENTATIONS AND WARRANTIES

In order to induce the Revolving Lenders and Issuing Banks to enter into this Amendment, the Loan Parties hereto represent and warrant as of the date hereof to the Administrative Agent and each Lender that the following statements are true and correct in all material respects (or in all respects if qualified by “materiality” or “Material Adverse Effect”):

A. Organization; Powers. Each of the Holding Companies, the Borrower and the Restricted Subsidiaries (a) is duly organized or incorporated and validly existing, (b) to the extent such concept is applicable in the corresponding jurisdiction, is in good standing under the laws of the jurisdiction of its organization or incorporation and (c) has all requisite organizational or constitutional power and authority to (i) carry on its business as now conducted and as proposed to be conducted and (ii) execute, deliver and perform its obligations under this Amendment, except, in the case of clause (b) only, where the failure to do so, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect.

B. Approvals; No Conflicts. The execution, delivery and performance by the Loan Parties of the Loan Documents to which such Loan Parties are a party (a) do not require any material consent or approval of, registration or filing with, or any other action by, any Governmental Authority or any other Person, except (i) such as have been obtained or made and are in full force and effect as of the Effective Date, (ii) filings and registrations of charges necessary to perfect Liens created under the Loan Documents and to release existing Liens (if any), and (iii) those consents, approvals, registrations, filings or other actions, the failure of which to obtain or make would not reasonably be expected to result in a Material Adverse Effect, (b) will not violate any Organizational Document of any Loan Party, (c) will not violate any Requirement of Law applicable to the Borrower or any Restricted Subsidiary, (d) will not violate or result in a default under any indenture, agreement or other instrument in each case constituting Material Indebtedness binding upon the Borrower or any Restricted Subsidiary or their respective assets, or give rise to a right thereunder to require any payment to be made by the Borrower or any Restricted Subsidiary or give rise to a right of, or result in, termination, cancelation or acceleration of any obligation thereunder as of the Effective Date, and (e) will not result in the creation or imposition of any Lien on any asset of the Borrower or any Restricted Subsidiary, except Liens created under the Loan Documents and Liens permitted under Section 6.02 of the Credit Agreement, except in the cases of clauses (c) and (d) above where such violations, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect.

C. Authorization; Enforceability. This Amendment and the Credit Agreement, as modified hereby (and the lending transactions contemplated hereby to occur on the Effective Date), have been duly authorized by all necessary corporate, shareholder or other organizational action by the Holding Companies and the Borrower and constitute, and each other Loan Document to which any Loan Party is a party has been duly authorized by all necessary corporate, shareholder or other organizational action by such Loan Party, and each Loan Document constitutes, or when executed and delivered by such Loan Party, will constitute, a legal, valid and binding obligation on such Loan Party (as the case may be), enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, winding-up, reorganization, moratorium or other laws affecting creditors’ rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

SECTION IV. ACKNOWLEDGMENT AND CONSENT

Each of the Borrower and each Guarantor hereby acknowledges that it has reviewed the terms and provisions of the Credit Agreement and this Amendment and consents to the consent and modifications contained herein. Each of the Borrower and each Guarantor hereby confirms that each Loan Document to which it is a party or otherwise bound and all Collateral encumbered thereby will continue to guarantee or secure, as the case may be, to the fullest extent possible in accordance with the Loan Documents the payment and performance of all "Obligations" under each of the Loan Documents to which it is a party (in each case as such terms are defined in the applicable Loan Document).

Each of the Borrower and each Guarantor acknowledges and agrees that any of the Loan Documents (as they may be modified by this Amendment) to which it is a party or otherwise bound shall continue in full force and effect and that all of its obligations thereunder shall be valid and enforceable and shall not be impaired or limited by the execution or effectiveness of this Amendment. Each of the Borrower and each Guarantor represents and warrants that all representations and warranties contained in the Credit Agreement and the Loan Documents to which it is a party or is otherwise bound are true and correct in all material respects (except that any representation and warranty that is qualified as to "materiality" or "Material Adverse Effect" shall be true and correct in all respects) on and as of the Effective Date, to the same extent as though made on and as of that date, except to the extent such representations and warranties specifically relate to an earlier date, in which case they were true and correct in all material respects (except that any representation and warranty that is qualified as to "materiality" or "Material Adverse Effect" shall be true and correct in all respects) on and as of such earlier date.

Each Guarantor acknowledges and agrees that (i) notwithstanding the conditions to effectiveness set forth in this Amendment, such Person is not required by the terms of the Credit Agreement or any other Loan Document to consent to the amendments to the Credit Agreement effected pursuant to this Amendment and (ii) nothing in the Credit Agreement, this Amendment or any other Loan Document shall be deemed to require the consent of such Person to any future amendments to the Credit Agreement.

SECTION V. MISCELLANEOUS

A. Reference to and Effect on the Credit Agreement and the Other Loan Documents.

(i) On and after the Effective Date, each reference in the Credit Agreement to "this Agreement", "hereunder", "hereof", "herein" or words of like import referring to the Credit Agreement, and each reference in the other Loan Documents to the "Credit Agreement", "thereunder", "thereof" or words of like import referring to the Credit Agreement shall mean and be a reference to the Credit Agreement as modified hereby.

(ii) Except for the consent, amendments and modifications expressly set forth herein, the Credit Agreement and the other Loan Documents shall remain unchanged and in full force and effect and are hereby ratified and confirmed and this Amendment shall not be considered a novation. The consent, amendments and modifications set forth herein are limited to the specifics hereof (including facts or occurrences on which the same are based), shall not apply with respect to any facts or occurrences other than those on which the same are based, shall neither excuse any future non-compliance with the Loan Documents nor operate as a waiver of any Default or Event of Default, shall not operate as a consent to any further waiver, consent or amendment or other matter under the Loan Documents, and shall not be construed as an indication that any future waiver or amendment of covenants or any other provision of the Credit Agreement will be agreed to, it being understood that the granting or denying of any waiver or amendment which may hereafter be requested by the Borrower remains in the sole and absolute discretion of Administrative Agent and Lenders.

(iii) The execution, delivery and performance of this Amendment shall not constitute a waiver of any provision of, or operate as a waiver of any right, power or remedy of any Agent or Lender under, the Credit Agreement or any of the other Loan Documents.

(iv) Each Loan Party hereby (A) confirms that the obligations of such Loan Party under the Amended Credit Agreement and the other Loan Documents are entitled to the benefits of the guarantees and the security interests set forth or created in the Security Documents and the other Loan Documents and that such obligations constitute Obligations, (B) ratifies and reaffirms the validity and enforceability of all of the Liens and security interests heretofore granted, pursuant to and in connection with the Security Documents or any other Loan Document to Collateral Agent, on behalf and for the benefit of each Secured Party, as collateral security for such obligations in accordance with their respective terms, and (C) acknowledges that all of such Liens and security interests, and all Collateral heretofore pledged as security for such obligations, continue to be and remain collateral for such obligations from and after the date hereof (including, without limitation, from after giving effect to this Amendment).

(v) This Amendment shall be deemed to be a Loan Document, as defined in the Credit Agreement.

B. Headings. Section and Subsection headings in this Amendment are included herein for convenience of reference only and shall not constitute a part of this Amendment for any other purpose or be given any substantive effect.

C. Applicable Law. THIS AMENDMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

D. Jurisdiction; Waiver of Jury Trial. The provisions of Sections 9.09 and 9.10 of the Credit Agreement pertaining to consent to jurisdiction, service of process, and waiver of jury trial are hereby incorporated by reference herein, mutatis mutandis.

E. Indemnification. The Borrower hereby confirms that the indemnification provisions set forth in Section 9.03 of the Credit Agreement shall apply to this Amendment and the transactions contemplated hereby.

F. Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all of which when taken together shall constitute a single instrument. Delivery of an executed counterpart of a signature page of this Amendment by facsimile or other customary means of electronic transmission (e.g., “.pdf”) shall be as effective as delivery of a manually executed counterpart hereof. The words “execution,” “execute,” “signed,” “signature,” and words of like import in or related to any document to be signed in connection with this Amendment and the transactions contemplated hereby (including without limitation amendments, waivers and consents) shall be deemed to include electronic signatures on electronic platforms approved by the Administrative Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act. Each of the parties hereto represents and warrants to the other parties hereto that it has the corporate capacity and authority to execute the Amendment through electronic means and there are no restrictions for doing so in that party’s constitutive documents.

G. Entire Agreement. This Amendment, the Amended Credit Agreement and the other Loan Documents constitute the entire agreement among the parties with respect to the subject matter hereof and thereof and supersede all other prior agreements and understandings, both written and verbal, among the parties or any of them with respect to the subject matter hereof.

H. Severability. Any term or provision of this Amendment which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Amendment or affecting the validity or enforceability of any of the terms or provisions of this Amendment in any other jurisdiction. If any provision of this Amendment is so broad as to be unenforceable, the provision shall be interpreted to be only so broad as would be enforceable.

[Signature Pages Follow.]

IN WITNESS WHEREOF, each of the undersigned has caused its duly authorized officer to execute and deliver this Amendment as of the date first set forth above.

BARCLAYS BANK PLC,
as Administrative Agent, a Revolving Lender, an Issuing Bank and the Swingline Lender,

By: /s/Sean Duggan _____
Name: Sean Duggan
Title: Director

[Signature Page to Fifth Amendment to First Lien Credit Agreement]

GOLDMAN SACHS BANK USA,
as a Revolving Lender and an Issuing Bank,

By: /s/ Thomas Manning
Name: Thomas Manning
Title: Authorized Signatory

[Signature Page to Fifth Amendment to First Lien Credit Agreement]

UBS AG, STAMFORD BRANCH,
as a Revolving Lender and an Issuing Bank,

By: /s/ Peter Hazoglou _____
Name: Peter Hazoglou
Title: Director

By: /s/ Anthony Colon _____
Name: Anthony Colon
Title: Director

[Signature Page to Fifth Amendment to First Lien Credit Agreement]

CITIBANK, N.A.,
as a Revolving Lender and an Issuing Bank,

By: /s/ Robert J. Kane
Name: Robert J. Kane
Title: Vice President

[Signature Page to Fifth Amendment to First Lien Credit Agreement]

JPMORGAN CHASE BANK, N.A.,
as a Revolving Lender and an Issuing Bank,

By: /s/ Christine Lathrop _____
Name: Christine Lathrop
Title: Executive Director

[Signature Page to Fifth Amendment to First Lien Credit Agreement]

MORGAN STANLEY SENIOR FUNDING, INC.,
as a Revolving Lender,

By: /s/ Michael King
Name: Michael King
Title: Vice President

[Signature Page to Fifth Amendment to First Lien Credit Agreement]

BANK OF AMERICA, N.A.,
as a Revolving Lender and an Issuing Bank,

By: /s/ Haley Heslip
Name: Haley Heslip
Title: Director

[Signature Page to Fifth Amendment to First Lien Credit Agreement]

KKR Corporate Lending (CA) LLC,
as a Revolving Lender and an Issuing Bank,

By: /s/ John Knox
Name: John Knox
Title: CFO

[Signature Page to Fifth Amendment to First Lien Credit Agreement]

CITIZENS BANK, N.A.
as a Revolving Lender and an Issuing Bank,

By: /s/ Janet Lee
Name: Janet Lee
Title: Managing Director

[Signature Page to Fifth Amendment to First Lien Credit Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

HOLDINGS:

GOODRX INTERMEDIATE HOLDINGS, LLC,
a Delaware limited liability company

By: /s/ Karsten Voermann
Name: Karsten Voermann
Title: Chief Financial Officer

BORROWER:

GOODRX, INC.,
a Delaware corporation

By: /s/ Karsten Voermann
Name: Karsten Voermann
Title: Chief Financial Officer

GUARANTORS:

GOODRX, CARE, LLC,
A Delaware limited liability company

By: GoodRx, Inc.
Its: Sole Member

By: /s/ Karsten Voermann
Name: Karsten Voermann
Title: Chief Financial Officer

[Signature Page to Fifth Incremental Credit Facility Amendment to First Lien Credit Agreement]

SCRIPTCYCLE, LLC,
a North Carolina limited liability company

By: /s/ Trevor Z. Bezdek
Name: Trevor Z. Bezdek
Title: Manager

HEALTHINATION INC.,
a Delaware corporation
RXSAVER, INC.,
a Delaware corporation
BUCKEYE ACQUISITION, LLC,
a Delaware limited liability company
FLIPMD, INC.,
a Delaware corporation
PHARMACY SERVICES, LLC,
a Delaware limited liability company

By: /s/ Trevor Z. Bezdek
Name: Trevor Z. Bezdek
Title: President

[Signature Page to Fifth Incremental Credit Facility Amendment to First Lien Credit Agreement]

GOODRX CARE, LLC,
a Delaware limited liability company

By: GoodRx, Inc.,
Its: Sole Member

By: /s/ Karsten Voermann
Name: Karsten Voermann
Title: Chief Financial Officer

IODINE, INC.,
a Delaware corporation
LIGHTHOUSE ACQUISITION CORP.,
a Delaware corporation

By: /s/ Karsten Voermann
Name: Karsten Voermann
Title: Chief Financial Officer

[Signature Page to Fifth Incremental Credit Facility Amendment to First Lien Credit Agreement]

VITACARE PRESCRIPTION SERVICES, INC.,
a Florida corporation

By: /s/ Romin Nabiey _____
Name: Romin Nabiey
Title: Chief Financial Officer

[Signature Page to Fifth Incremental Credit Facility Amendment to First Lien Credit Agreement]

SCHEDULE I

REVOLVING COMMITMENTS

#97913100v8

SEPARATION AGREEMENT & RELEASE

February 22, 2024

Raj Beri

Dear Raj,

As discussed, your last day of employment with GoodRx, Inc. (“**GoodRx**” or the “**Company**”) was February 15, 2024 (the “**Separation Date**”).

This letter confirms the agreement (this “**Agreement**”) between you and the Company, on behalf of itself, its parent, subsidiaries, and other corporate affiliates, and each of their respective present and former employees, officers, directors, owners, shareholders, and agents, individually and in their official capacities (collectively the “**Company Group**”), concerning the terms of a severance payment in exchange for a release of claims and certain obligations.

1. **All Wages Paid.** You acknowledge the Company has paid all wages, salary, earned commissions, bonuses, and any other compensation due to you through the Separation Date, except that your final payroll check may be provided on the next regularly scheduled payday after your Separation Date or in accordance with applicable legal requirements.

2. **Severance.** As consideration of your execution and non-revocation of this Agreement, including the Release of Claims, and so long as you have not at any time breached any provision of this Agreement or your Proprietary Information and Invention Assignment Agreement (the “**PIIA**” attached as **Exhibit A**), the Company will pay you within 30 days of the Effective Date, as defined below, the following, less all relevant taxes and withholdings:

- (a) \$500,000, less applicable taxes and deductions, representing 12 months of your base salary, as provided for in the *Severance* provision of your April 2022 Offer Letter;
- (b) \$500,000, less applicable taxes and deductions, representing your target annual Incentive Bonus, as provided for in the *Severance* provision of your April 2022 Offer Letter; and
- (c) \$134,000, less applicable taxes and deductions, which represents the balance of your unearned Retention Bonus pursuant to your May 2023 Retention Bonus Agreement. For the avoidance of doubt, the earned, prorated portion of the Retention Bonus will be paid to you in the next regularly scheduled payroll following your Separation Date under the terms of the signed Retention Agreement.

(a) - (c) are collectively referred to herein as the “**Severance Payment**.”

As further consideration for your execution and non-revocation of this Agreement, including the Release of Claims, GoodRx agrees to pay you, within 30 days of the Effective Date (defined below), a lump sum discretionary bonus payment of \$375,000, less all applicable taxes and deductions. For the avoidance of doubt, you will not be eligible for a bonus under the 2023 Executive Bonus Program.

By signing below, you acknowledge that the Company does not owe you any other amounts.

3. **Health Insurance.** To the extent provided by the federal COBRA law or, if applicable, state insurance laws, and by the Company's current group health insurance policies, you will be eligible to continue your group health insurance benefits after the Separation Date. As additional consideration for signing the Release of Claims below, GoodRx agrees to cover twelve (12) months of out-of-pocket expenses for COBRA, should you elect COBRA coverage. GoodRx will send you additional information on insurance coverage continuation. GoodRx will send you additional information on insurance coverage continuation.

4. **Equity.** As additional consideration for your execution and non-revocation of the Release of Claims herein, upon the Effective Date:

- (a) 111,776 option shares under Stock Option Agreement dated June 16, 2022, which are subject to vesting on February 20, 2024 ("accelerated option shares") will immediately vest, regardless of any language in the 2020 Incentive Award Plan ("2020 Plan") or option agreement that may provide otherwise.
- (b) you will be granted an extension of up to twelve (12) months after your Separation Date to exercise any vested, unexercised option shares granted to you under the 2020 Plan, regardless of any language in the Plan or option agreement(s) that may specify a shorter exercise period. To the extent that you do not exercise such options by the end of this 12-month period, all remaining vested but unexercised option shares will be canceled, and all option agreements will terminate.

Other than as set forth in this Paragraph 4, aside from the 322,060 shares of Company stock that you currently own outright, you acknowledge that you have no other rights, title or interest in any other options or shares of capital stock of the Company or GoodRx Holdings, Inc. or other securities therein and no other rights to purchase any such securities.

By executing this Agreement, the Company and GoodRx Holdings, Inc. hereby represent that this Agreement, including without limitation the terms of this Paragraph 4, has been approved by the Compensation Committee and the Board of Directors of GoodRx Holdings, Inc., along with any other persons or entities whose approval may be necessary to give meaningful effect to the terms of this Paragraph 4.

5. **Other Compensation or Benefits.** You acknowledge that, except as expressly provided in this Agreement, you will not receive any additional compensation, severance or benefits after the Separation Date. You acknowledge that the payments and promises set forth in this Agreement are in full satisfaction of all accrued salary, bonus pay, profit-sharing, stock options, termination benefits, or other compensation to which you may be entitled by virtue of your employment with the Company or your separation from the Company.

6. **Expense Reimbursements.** You agree that you have submitted your final documented expense reimbursement statement reflecting all business expenses you incurred through the Separation Date, if any, for which you seek reimbursement. The Company will reimburse you for these expenses pursuant to its regular business practice.

7. **Return of Company Property.** You hereby confirm that you have returned to the Company, all Company documents (and all copies thereof) and other Company property which you have had in your possession at any time, including, but not limited to, Company files, notes, drawings, records, business plans and forecasts, financial information, specifications, computer-recorded information, tangible property, credit cards, entry cards, identification badges and keys; and any materials of any kind which contain or embody any proprietary or confidential information of the Company Group (and all reproductions thereof). This paragraph excludes any property that you have been expressly permitted to keep at no cost, including your GoodRx-issued laptop, and property (if any) that you have purchased from the Company.

8. **Confidentiality Obligations.** You acknowledge your continuing obligations, to the fullest extent permitted by law, under the PIIA, which agreement survives termination of your employment. A copy of the PIIA is attached hereto as **Exhibit A**.

Nothing in this Agreement shall prohibits you from communicating, cooperating or filing a complaint with the Securities and Exchange Commission (SEC), the National Labor Relations Board (NLRB), the Equal Employment Opportunity Commission (EEOC), the Occupational Safety and Health Administration (OSHA), the Financial Industry Regulatory Authority (FINRA), or any other federal, state, or local governmental regulatory or law enforcement agency, branch or commission (“**Government Agencies**”), without prior authorization from or notice to the Company, with respect to possible violations of any U.S. federal, state or local law or regulation, or otherwise making disclosures to any Government Agency, in each case, that are protected under the whistleblower provisions of any such law or regulation; provided, that in each case such communications and disclosures are consistent with applicable law. You understand that you will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made (A) in confidence to a federal, state, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of the law; or (B) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. You understand further that if you file a lawsuit for retaliation by the Company for reporting a suspected violation of law, you may disclose trade secrets to your attorney and use the trade secret information in the court proceeding if you (1) file any document containing the trade secret under seal, (2) do not disclose the trade secret, except pursuant to court order. Notwithstanding the foregoing, you may not disclose any information covered by the Company’s attorney-client privilege or attorney work product without prior written consent from the Company’s General Counsel.

9. **Non-Disparagement.** You agree that you shall not at any time make, publish, or communicate to any person or entity or in any public forum any defamatory, disparaging, or maliciously false remarks, comments, or statements regarding the Company or its businesses, parents, subsidiaries, affiliates, or any of their officers, directors, employees, stockholders and agents. This section does not prohibit you from exercising any protected rights to the extent such rights cannot be waived by agreement or complying with any applicable law, regulation, or order, provided that such compliance does not exceed that required by the law, regulation, or order. Nothing in this Agreement prevents you from discussing or disclosing truthful information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct or employment practices that you have reason to believe is unlawful.

10. **Cooperation.** You and the Company agree that certain matters in which you have been involved during your employment may need your cooperation with the Company in the future. Accordingly, you agree that, to the extent reasonably requested by the Company, you shall cooperate with the Company regarding matters arising out of or related to your service to the Company. The Company shall reimburse you for reasonable expenses incurred in connection with this cooperation. For avoidance of doubt, nothing in this paragraph shall (A) require you to cooperate with the Company in any dispute that arises under this Agreement or on any other any matter in which the Company's and your interests are adverse or (B) prohibit you from communicating, cooperating or filing a complaint with any Government Agency regarding possible securities law violations that are protected under the whistleblower provisions of any federal, state or local law or regulation such law or regulation, provided that such communications and disclosures are consistent with applicable law.

11. **Release of Claims.** You acknowledge that you have not filed any claims, complaints or actions of any kind against the Company Group with any federal, state, or local court or government or administrative agency and, to the extent you have filed such claims, complaints or actions, you agree to immediately dismiss and terminate them with prejudice. In exchange for the consideration provided in this Agreement, you and your agents and representatives hereby release, acquit and forever discharge the Company Group, their parents and subsidiaries, and their respective officers, directors, owners, agents, servants, employees, attorneys, stockholders, successors, assigns and affiliates of and from any and all claims, liabilities, demands, causes of action, costs, expenses, attorneys fees, damages, indemnities and obligations of every kind and nature, in law, equity, or otherwise, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to agreements, events, acts or conduct at any time prior to and including the Effective Date (as defined below), including but not limited to all such claims and demands directly or indirectly arising out of or in any way connected with the Company or GoodRx Holdings, Inc. (other than your rights under this Agreement) or termination of your employment, including, but not limited to: (a) any and all claims under any federal, state or local law, statute, or cause of action including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended, including without limitation claims for attorneys' fees, the Americans with Disabilities Act of 1990 (ADA), the Equal Pay Act, the Family and Medical Leave (FMLA) Act, the Age Discrimination in Employment Act (ADEA), the Employee Retirement Income Security Act (ERISA), and the Fair Labor Standards Act (FLSA), all including any amendments and their respective implementing regulations; the California Fair Employment and Housing Act, as amended, and comparable state discrimination statutes; and any other federal, state, local or foreign law that may legally be waived and released; (b) all claims for compensation of any type whatsoever that may be legally waived, including salary, wages, bonuses, and commissions; and (c) any and all claims arising under tort, contract, and quasi-contract law; wrongful discharge; fraud; defamation; emotional distress; and breach of the implied covenant of good faith and fair dealing.

Excluded from this Release are any claims that by law cannot be waived in a private agreement between an employer and employee. Moreover, this Agreement does not prohibit you from: (1) filing a charge or participating in an investigation with the EEOC, NLRB, SEC, FINRA, or any other Government Agencies (defined herein), without notice to the Company; (2) exercising any protected rights, to the extent such rights cannot be waived by agreement; (3) discussing or disclosing information about unlawful acts in the workplace, such as harassment, discrimination or any other conduct or employment practice that you have reason to believe is unlawful; or (4) complying with any applicable law, regulation, or order, provided that such compliance does not exceed that required by the law, regulation, or order. You do agree, however, that by signing this Release you waive your right to monetary or other recovery in any claim brought by you or on your behalf by the EEOC or other similar administrative agency, except your right to receive a monetary award or penalty from any government agency or

regulatory, self-regulatory, or law enforcement authority in connection with protected whistleblower activity reporting a possible violation of the securities laws, including in proceedings before the SEC.

12. **Unknown Claims Waiver.** YOU UNDERSTAND THAT THIS AGREEMENT INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS. You acknowledge that you have read and understand Section 1542 of the California Civil Code which reads as follows: “A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.” You hereby expressly waive and relinquish all rights and benefits under that section and any law of any jurisdiction of similar effect with respect to your release of any claims you may have against the Company Group.

13. **ADEA Waiver.** In further consideration of the payments and benefits provided in this Agreement, you acknowledge that you are knowingly and voluntarily waiving and releasing the Company Group from any claims, whether known or unknown, through the execution date of this Agreement, arising under the Age Discrimination in Employment Act (ADEA), as amended, and its implementing regulations. You further acknowledge that you have been advised by this writing and agree that:

- (a) you have carefully read and fully understand the provisions of this Agreement;
- (b) you are signing this Agreement, including the waiver and release, in exchange for good and valuable consideration in addition to anything of value to which you were otherwise entitled;
- (c) you have been advised in writing to consult with an attorney of your choosing and consulted with such counsel or decided not to consult with counsel prior to signing;
- (d) you have been given at least 21 days to consider the terms of this Agreement;
- (e) you have (7) days after signing this Agreement to revoke the release in this paragraph by delivering notice of revocation by letter on or before the 7th day to the General Counsel of GoodRx at 2701 W. Olympic Blvd., Santa Monica, CA 90404;
- (f) you are freely, knowingly and voluntarily agreeing to all of the terms and conditions set forth in the agreement, including the waiver and release contained in it, and you agree to be legally bound by the Agreement; and
- (g) you understand that your waiver and release contained in this paragraph do not apply to any rights or claims that may arise after your signing of this Agreement.

14. **Effective Date.** This Agreement shall not become effective or enforceable for a period of seven (7) days from the date of your execution of this Agreement. During this seven (7) day period, you have the right to revoke this Agreement. To revoke this Agreement, you must send a written letter to the General Counsel of GoodRx, 2701 W. Olympic Blvd., Santa Monica, CA 90404, which must be received by the Company on or before the 7th day after your execution. Upon revocation, this Agreement will be null and void. If this Agreement is not revoked during this seven (7) day period, this Agreement shall be effective on the 8th day following the date of your execution of this Agreement (the “Effective Date”).

15. **Voluntary Execution.** You execute this Agreement voluntarily with the full intent of releasing all claims and without any duress or undue influence on the part of the Company. You acknowledge that (a) you have read this Agreement, (b) you have been advised of your right to consult with an attorney before signing this Agreement and have been given at least 21 days to do so, but you may sign sooner if desired, (c) you understand the terms and consequences of this Agreement and of the releases it contains, and (d) you are fully aware of the legal and binding effect of this Agreement.

16. **Arbitration.** If you and the Company are parties to an *Arbitration Agreement* or other agreement to arbitrate (“AA”), the AA survives this Agreement, will continue to apply in full force and effect, and will govern any and all claims or disputes arising out of or related to this Agreement. The AA is incorporated by reference into this Agreement. *If you and the Company are not parties to an AA or such AA is deemed unenforceable, invalid, or inapplicable, you and the Company agree to the following Arbitration Agreement:*

“**ARBITRATION AGREEMENT**”: THE COMPANY AND EMPLOYEE MUTUALLY AGREE THAT, EXCEPT AS OTHERWISE PROVIDED IN THIS ARBITRATION AGREEMENT, ANY AND ALL CLAIMS OR DISPUTES, PAST, PRESENT, AND FUTURE, ARISING OUT OF OR RELATED TO: (i) THIS AGREEMENT, (ii) ANY OTHER AGREEMENT BETWEEN US, OR (iii) EMPLOYEE’S EMPLOYMENT AND SEPARATION OF EMPLOYMENT WITH THE COMPANY, WILL BE DECIDED BY A SINGLE ARBITRATOR THROUGH FINAL AND BINDING ARBITRATION AND NOT BY A JUDGE OR JURY, under the JAMS employment arbitration rules in effect at the time any dispute is filed (“JAMS Rules”), which are available on the internet at www.jamsadr.com. Covered disputes will be decided by mutual, binding and individual arbitration. The parties agree the Federal Arbitration Act (“FAA”) (9 U.S.C. § 1 et seq.) applies to and governs this Arbitration Agreement, which evidences a transaction involving commerce. The arbitrator (who must be a retired judge from any jurisdiction) will be selected as follows: JAMS will give each party a list of eleven (11) arbitrators drawn from its panel of arbitrators, from which the parties will strike alternately by telephone conference administered by JAMS, with the party to strike first to be determined by a coin toss conducted by JAMS, until only one name remains. If the individual selected cannot serve, JAMS will issue another list of eleven (11) arbitrators and repeat the alternate striking selection process.

The Company and you waive any right for any dispute to be brought, heard, decided, or arbitrated as a class action, collective action, and/or consolidated action and the arbitrator will have no authority to preside over any class, collective, and/or consolidated action (“Class Action Waiver”). You and the Company agree to arbitrate California Private Attorneys General Act (“PAGA”) claims on an individual basis only. Therefore, any claim by you under PAGA to recover your unpaid wages, civil penalties, or other individual relief must be arbitrated under this Arbitration Agreement. The arbitrator is without authority to preside over any PAGA claim by you on behalf of any other person or joined or consolidated with another person’s or entity’s PAGA claim. This “PAGA Individual Action Requirement” clause will be severable from this Agreement if there is a final judicial determination that it is invalid, unenforceable, unconscionable, void or voidable. In such case, the PAGA action must be litigated in a civil court of competent jurisdiction—not in arbitration—but the portion of the PAGA Individual Action Requirement that is enforceable will be enforced in arbitration. Except as it otherwise provides, this Arbitration Agreement applies, without limitation, to claims under Title VII of the Civil Rights Act of 1964, the Civil Rights Acts of 1866 and 1871, the Civil Rights Act of 1991, 42 U.S.C. § 1981, the Pregnancy Discrimination Act, the Americans With Disabilities Act, the Age Discrimination in Employment Act, Older Workers Benefits Protection Act of 1990, the Fair Credit Reporting Act, the Fair Labor Standards Act, Worker Adjustment and Retraining Notification Act, the Genetic Information Non-Discrimination Act, the Uniformed Services Employment and Reemployment Rights Act, and any other federal, state or local statutes, if any, addressing the same or similar subjects. The Company and you also agree that any dispute regarding the interpretation, applicability, or enforceability of the Agreement and this Arbitration Agreement, including, but not limited to, any claim that all or any part of this Arbitration Agreement is void or voidable will also be resolved by an arbitrator—and not the court. The preceding sentence does not apply to any claims under the Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act, and it does not apply to the Class Action Waiver and/or PAGA Individual Action Requirement, and regardless of anything else in this Arbitration Agreement and/or the JAMS Rules that now apply or any amendments and/or modifications to those rules, any claim that all or part of the Class Action Waiver or PAGA Individual Action Requirement is invalid, unenforceable, unconscionable, void or voidable, may be determined only by a court of competent jurisdiction and not by an arbitrator. In all cases where required by applicable law, the Company agrees to pay the fees and costs of arbitration pursuant to the JAMS Rules and applicable law, except for each party’s respective filing fee. Each party will pay for its own costs and attorneys’ fees, if any, except that the arbitrator may award reasonable fees to the prevailing party as provided by law and this Agreement. The arbitrator will resolve any disputes regarding costs/fees associated with arbitration. This Arbitration Agreement does not cover: (1) claims for workers’ compensation benefits, state disability insurance, or unemployment insurance benefits, and (2) disputes that may not be subject to arbitration or pre-dispute arbitration agreement under a controlling federal statute, including, without limitation claims under the Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act (at Employee’s election). The Company or Employee may apply to a court of competent jurisdiction for temporary or preliminary injunctive relief in connection with an arbitrable controversy, but only upon the ground that the award to which that party may be entitled may be rendered ineffectual without such relief. The court to which the application is made is authorized to consider the merits of the arbitrable controversy to the extent it deems necessary in making its ruling, but only to the extent permitted by applicable law. All determinations of final relief, however, will be decided in arbitration.

Nothing in this Arbitration Agreement in any way affects or impacts the releases in the Agreement (including without limitation, the ADEA Waiver and the Release of Claims paragraphs), which shall be enforced pursuant to the terms of the Agreement and to the maximum extent permitted by applicable law.

17. **No Admission of Liability.** This Agreement is not and shall not be construed or contended by you to be an admission or evidence of any wrongdoing or liability on the part of the Company, its representatives, heirs, executors, attorneys, agents, partners, officers, shareholders, directors, employees, subsidiaries, affiliates, divisions, successors or assigns. This Agreement shall be afforded the maximum protection allowable under California Evidence Code Section 1152 and/or analogous or similar state laws or regulations.

18. **Entire Agreement.** Unless specifically provided herein, this Agreement and the agreements referred to herein constitutes the complete, final and exclusive embodiment of the entire agreement between you and the Company with regard to this subject matter. It is entered into without reliance on any promise or representation, written or oral, other than those expressly contained herein, and it supersedes any other such agreements, promises, warranties or representations. This Agreement may not be modified or amended except in a writing signed by both you and a duly authorized officer of the Company. This Agreement shall bind the heirs, personal representatives, successors and assigns of you, the Company and GoodRx Holdings, Inc., and inure to the benefit of you, the Company, GoodRx Holdings, Inc. and all of their heirs, successors and assigns.

19. **Miscellaneous.** You acknowledge and agree to all of the following terms:

- (a) If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, this determination will not affect any other provision of this Agreement and the provision in question shall be modified by the parties so as to be rendered enforceable.
- (b) Except for the Arbitration Agreement, which is governed by the Federal Arbitration Act, this Agreement shall be deemed to have been entered into and shall be construed and enforced in accordance with the laws of the State of California as applied to contracts made and to be performed entirely within California.
- (c) The parties agree that facsimile signatures are deemed to be originals, that this Agreement may be executed in counterparts and that each facsimile or counterpart shall have the same force and effect as an original and shall constitute an effective, binding agreement on the part of each of the undersigned.
- (d) Each party will bear its own costs, expenses, and attorneys' fees arising out of or in any way related to this Agreement, except that if any action is brought to enforce the terms of this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees, costs and expenses from the other party, in addition to any other relief to which the prevailing party may be entitled.

If this Agreement is acceptable to you, please sign below and return the original to me no later than 5:00 pm Pacific Time on March 14, 2024. If you do not return the signed Agreement to me by this date and time, this Agreement will be automatically withdrawn and invalid.

Sincerely,

GOODRX, INC.

By: /s/ Vina Leite _____ Dated: 2/23/2024 _____
Vina Leite, Chief People Officer

Agreed and Accepted

I HAVE CAREFULLY REVIEWED AND CONSIDERED THE TERMS OF THIS AGREEMENT; I FULLY UNDERSTAND ALL OF ITS TERMS AND VOLUNTARILY AGREE TO EACH OF THEM; AND I INTEND TO BE LEGALLY BOUND BY THIS AGREEMENT.

Dated: 2/23/2024 _____ By: /s/ Raj Beri _____
Raj Beri

EXHIBIT A

Proprietary Information and Invention Assignment Agreement