
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549**

FORM 10-Q

(Mark One)

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

For the quarterly period ended June 30, 2024

OR

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

For the transition period from _____ to _____.

Commission File Number: 001-39549

GoodRx Holdings, Inc.

(Exact Name of Registrant as Specified in its Charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

47-5104396
(I.R.S. Employer
Identification No.)

2701 Olympic Boulevard
Santa Monica, CA
(Address of principal executive offices)

90404
(Zip Code)

(855) 268-2822

(Registrant's telephone number, including area code)

N/A

(Former name, former address and former fiscal year, if changed since last report)

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

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

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, 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	<input type="checkbox"/>	Accelerated filer	<input checked="" type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
Emerging growth company	<input type="checkbox"/>		

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

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

As of July 30, 2024, the registrant had 98,583,716 shares of Class A common stock, \$0.0001 par value per share, and 280,869,320 shares of Class B common stock, \$0.0001 par value per share, outstanding.

FORWARD-LOOKING STATEMENTS

This Quarterly Report on Form 10-Q contains forward-looking statements. We intend such forward-looking statements to be covered by the safe harbor provisions for forward-looking statements contained in Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). All statements other than statements of historical facts contained in this Quarterly Report on Form 10-Q may be forward-looking statements. In some cases, you can identify forward-looking statements by terms such as "may," "will," "should," "expects," "plans," "anticipates," "could," "intends," "targets," "projects," "contemplates," "believes," "estimates," "forecasts," "predicts," "potential" or "continue" or the negative of these terms or other similar expressions. Forward-looking statements contained in this Quarterly Report on Form 10-Q include, but are not limited to statements regarding our future results of operations and financial position, industry and business trends, the anticipated impact of recent changes in the U.S. retail pharmacy landscape, our value proposition, our collaborations and partnerships with third parties, including our integrated savings program, stock compensation, our stock repurchase program, potential outcomes and estimated impacts of certain legal proceedings, our business strategy, our plans, market growth and our objectives for future operations.

The forward-looking statements in this Quarterly Report on Form 10-Q are only predictions. We have based these forward-looking statements largely on our current expectations and projections about future events and financial trends that we believe may affect our business, financial condition and results of operations. Forward-looking statements involve known and unknown risks, uncertainties and other important factors that may cause our actual results, performance or achievements to be materially different from any future results, performance or achievements expressed or implied by the forward-looking statements, including, but not limited to, risks related to our limited operating history and early stage of growth; our ability to achieve broad market education and change consumer purchasing habits; our general ability to continue to attract, acquire and retain consumers in a cost-effective manner; our significant reliance on our prescription transactions offering and ability to expand our offerings; changes in medication pricing and the significant impact of pricing structures negotiated by industry participants; our general inability to control the categories and types of prescriptions for which we can offer savings or discounted prices; our reliance on a limited number of industry participants, including pharmacy benefit managers, pharmacies, and pharma manufacturers; the competitive nature of industry; risks related to pandemics, epidemics or outbreak of infectious disease, such as COVID-19; the accuracy of our estimate of our addressable market and other operational metrics; our ability to respond to changes in the market for prescription pricing and to maintain and expand the use of GoodRx codes; our ability to maintain positive perception of our platform or maintain and enhance our brand; risks related to any failure to maintain effective internal control over financial reporting; risks related to use of social media, emails, text messages and other messaging channels as part of our marketing strategy; our dependence on our information technology systems and those of our third-party vendors, and risks related to any failure or significant disruptions thereof; risks related to government regulation of the internet, e-commerce, consumer data and privacy, information technology and cybersecurity; risks related to a decrease in consumer willingness to receive correspondence or any technical, legal or any other restrictions to send such correspondence; risks related to any failure to comply with applicable data protection, privacy and security, advertising and consumer protection laws, regulations, standards, and other requirements; our ability to utilize our net operating loss carryforwards and certain other tax attributes; the risk that we may be unable to realize expected benefits from our restructuring and cost reduction efforts; our ability to attract, develop, motivate and retain well-qualified employees; risks related to our acquisition strategy; risks related to our debt arrangements; interruptions or delays in service on our apps or websites or any undetected errors or design faults; our reliance on third-party platforms to distribute our platform and offerings, including software as-a-service technologies; systems failures or other disruptions in the operations of these parties on which we depend; risks related to climate change; the increasing focus on environmental sustainability and social initiatives; risks related to our intellectual property; risks related to operating in the healthcare industry; risks related to our organizational structure; litigation related risks; our ability to accurately forecast revenue and appropriately plan our expenses in the future; risks related to general economic factors, natural disasters or other unexpected events; risks related to fluctuations in our tax obligations and effective income tax rate which could materially and adversely affect our results of operations; risks related to the recent healthcare reform legislation and other changes in the healthcare industry and in healthcare spending which may adversely affect our business, financial condition and results of operations; as well as the other important factors discussed in the section entitled "Risk Factors" of our Annual Report on Form 10-K for the fiscal year ended December 31, 2023 ("2023 10-K") and in our other filings with the Securities and Exchange Commission ("SEC"). The forward-looking statements in this Quarterly Report on Form 10-Q are based upon information available to us as of the date of this Quarterly Report on Form 10-Q, and while we believe such information forms a reasonable basis for such statements, such information may be limited or incomplete, and our statements should not be read to indicate that we have conducted an exhaustive inquiry into, or review of, all potentially available relevant information. These statements are inherently uncertain and investors are cautioned not to unduly rely upon these statements.

You should read this Quarterly Report on Form 10-Q and the documents that we reference in this Quarterly Report on Form 10-Q and have filed as exhibits to this Quarterly Report on Form 10-Q with the understanding that our actual future results, levels of activity, performance and achievements may be materially different from what we expect. We qualify all of our forward-looking statements by these cautionary statements. These forward-looking statements speak only as of the date of this Quarterly Report on Form 10-Q. Except as required by applicable law, we do not plan to publicly update or revise any forward-looking statements contained in this Quarterly Report on Form 10-Q, whether as a result of any new information, future events or otherwise.

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We periodically post information that may be important to investors on our investor relations website at <https://investors.goodrx.com>. We intend to use our website as a means of disclosing material non-public information and for complying with our disclosure obligations under Regulation FD. Accordingly, investors and potential investors are encouraged to consult our website regularly for important information, in addition to following GoodRx's press releases, filings with the SEC and public conference calls and webcasts. The information contained on, or that may be accessed through, our website is not incorporated by reference into, and is not a part of, this Quarterly Report on Form 10-Q.

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PART I. FINANCIAL INFORMATION**Item 1. Condensed Consolidated Financial Statements (Unaudited)**

GoodRx Holdings, Inc.
Condensed Consolidated Balance Sheets
(Unaudited)

<i>(in thousands, except par values)</i>	June 30, 2024	December 31, 2023
Assets		
Current assets		
Cash and cash equivalents	\$ 524,903	\$ 672,296
Accounts receivable, net	161,774	143,608
Prepaid expenses and other current assets	63,878	56,886
Total current assets	750,555	872,790
Property and equipment, net	14,495	15,932
Goodwill	410,769	410,769
Intangible assets, net	56,022	60,898
Capitalized software, net	111,774	95,439
Operating lease right-of-use assets, net	29,893	29,929
Deferred tax assets, net	65,268	65,268
Other assets	36,614	37,775
Total assets	<u>\$ 1,475,390</u>	<u>\$ 1,588,800</u>
Liabilities and stockholders' equity		
Current liabilities		
Accounts payable	\$ 16,884	\$ 36,266
Accrued expenses and other current liabilities	73,172	71,329
Current portion of debt	7,029	8,787
Operating lease liabilities, current	5,388	6,177
Total current liabilities	102,473	122,559
Debt, net	645,648	647,703
Operating lease liabilities, net of current portion	49,316	48,403
Other liabilities	8,554	8,177
Total liabilities	805,991	826,842
Commitments and contingencies (Note 7)		
Stockholders' equity		
Preferred stock, \$0.0001 par value; 50,000 shares authorized and zero shares issued and outstanding at June 30, 2024 and December 31, 2023	—	—
Common stock, \$0.0001 par value; Class A: 2,000,000 shares authorized, 97,738 and 92,355 shares issued and outstanding at June 30, 2024 and December 31, 2023, respectively; and Class B: 1,000,000 shares authorized, 280,869 and 301,732 shares issued and outstanding at June 30, 2024 and December 31, 2023	38	40
Additional paid-in capital	2,121,079	2,219,321
Accumulated deficit	<u>(1,451,718)</u>	<u>(1,457,403)</u>
Total stockholders' equity	669,399	761,958
Total liabilities and stockholders' equity	<u>\$ 1,475,390</u>	<u>\$ 1,588,800</u>

See accompanying notes to condensed consolidated financial statements.

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GoodRx Holdings, Inc.
Condensed Consolidated Statements of Operations
(Unaudited)

<i>(in thousands, except per share amounts)</i>	Three Months Ended June 30,		Six Months Ended June 30,	
	2024	2023	2024	2023
Revenue	\$ 200,610	\$ 189,677	\$ 398,490	\$ 373,663
Costs and operating expenses:				
Cost of revenue, exclusive of depreciation and amortization presented separately below	11,870	16,339	24,338	33,034
Product development and technology	30,854	31,285	61,871	64,193
Sales and marketing	93,454	77,440	183,418	155,962
General and administrative	27,589	30,208	68,697	59,827
Depreciation and amortization	16,965	16,097	32,907	31,036
Total costs and operating expenses	180,732	171,369	371,231	344,052
Operating income	19,878	18,308	27,259	29,611
Other expense, net:				
Other expense	—	—	—	(1,808)
Interest income	6,334	7,814	13,889	15,048
Interest expense	(14,566)	(14,054)	(29,209)	(27,187)
Total other expense, net	(8,232)	(6,240)	(15,320)	(13,947)
Income before income taxes	11,646	12,068	11,939	15,664
Income tax (expense) benefit	(4,952)	46,718	(6,254)	39,832
Net income	\$ 6,694	\$ 58,786	\$ 5,685	\$ 55,496
Earnings per share:				
Basic	\$ 0.02	\$ 0.14	\$ 0.01	\$ 0.13
Diluted	\$ 0.02	\$ 0.14	\$ 0.01	\$ 0.13
Weighted average shares used in computing earnings per share:				
Basic	376,254	412,221	386,153	412,322
Diluted	384,732	414,335	393,620	414,373
Stock-based compensation included in costs and operating expenses:				
Cost of revenue	\$ 64	\$ 180	\$ 140	\$ 341
Product development and technology	6,259	7,534	12,107	16,123
Sales and marketing	9,396	(3,020)	17,523	1,392
General and administrative	10,871	13,203	21,916	25,540

See accompanying notes to condensed consolidated financial statements.

GoodRx Holdings, Inc.
Condensed Consolidated Statements of Stockholders' Equity
(Unaudited)

<i>(in thousands)</i>	Class A and Class B Common Stock		Additional Paid-in Capital	Accumulated Deficit	Total Stockholders' Equity
	Shares	Amount			
Balance at December 31, 2023	394,087	\$ 40	\$ 2,219,321	\$ (1,457,403)	\$ 761,958
Stock options exercised	604	—	2,666	—	2,666
Stock-based compensation	—	—	28,891	—	28,891
Vesting and settlement of restricted stock units	2,535	—	—	—	—
Common stock withheld related to net share settlement	(954)	—	(6,623)	—	(6,623)
Repurchases of Class A common stock ⁽¹⁾	(21,329)	(2)	(154,812)	—	(154,814)
Net loss	—	—	—	(1,009)	(1,009)
Balance at March 31, 2024	374,943	\$ 38	\$ 2,089,443	\$ (1,458,412)	\$ 631,069
Stock options exercised	1,454	—	8,947	—	8,947
Stock-based compensation	—	—	30,885	—	30,885
Vesting and settlement of restricted stock units	3,262	—	—	—	—
Common stock withheld related to net share settlement	(1,231)	—	(9,343)	—	(9,343)
Repurchases of Class A common stock	—	—	290	—	290
Issuance of common stock through employee stock purchase plan	179	—	857	—	857
Net income	—	—	—	6,694	6,694
Balance at June 30, 2024	378,607	\$ 38	\$ 2,121,079	\$ (1,451,718)	\$ 669,399

See accompanying notes to condensed consolidated financial statements.

- (1) Repurchases of Class A common stock for the three months ended March 31, 2024 include 20.9 million shares repurchased from related parties (after giving effect to the automatic conversion of Class B common stock to Class A common stock upon such repurchase) for an aggregate consideration of \$151.4 million. See "Note 9. Stockholders' Equity" for additional information.

GoodRx Holdings, Inc.
Condensed Consolidated Statements of Stockholders' Equity
(Unaudited)

<i>(in thousands)</i>	Class A and Class B Common Stock		Additional Paid-in Capital	Accumulated Deficit	Total Stockholders' Equity
	Shares	Amount			
Balance at December 31, 2022	397,025	\$ 40	\$ 2,263,322	\$ (1,448,535)	\$ 814,827
Stock options exercised	192	—	895	—	895
Stock-based compensation	—	—	28,263	—	28,263
Vesting and settlement of restricted stock units	1,668	—	—	—	—
Common stock withheld related to net share settlement	(666)	—	(3,710)	—	(3,710)
Repurchases of Class A common stock	(1,570)	—	(9,517)	—	(9,517)
Net loss	—	—	—	(3,290)	(3,290)
Balance at March 31, 2023	396,649	\$ 40	\$ 2,279,253	\$ (1,451,825)	\$ 827,468
Stock options exercised	204	—	560	—	560
Stock-based compensation	—	—	21,354	—	21,354
Vesting and settlement of restricted stock units	2,148	—	—	—	—
Common stock withheld related to net share settlement	(827)	—	(4,526)	—	(4,526)
Repurchases of Class A common stock	(1,663)	—	(8,920)	—	(8,920)
Issuance of common stock through employee stock purchase plan	161	—	649	—	649
Net income	—	—	—	58,786	58,786
Balance at June 30, 2023	396,672	\$ 40	\$ 2,288,370	\$ (1,393,039)	\$ 895,371

See accompanying notes to condensed consolidated financial statements.

GoodRx Holdings, Inc.
Condensed Consolidated Statements of Cash Flows
(Unaudited)

<i>(in thousands)</i>	Six Months Ended June 30,	
	2024	2023
Cash flows from operating activities		
Net income	\$ 5,685	\$ 55,496
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	32,907	31,036
Amortization of debt issuance costs	1,663	1,695
Non-cash operating lease expense	1,930	2,055
Stock-based compensation expense	51,686	43,396
Deferred income taxes	—	(62,980)
Loss on operating lease assets	—	374
Loss on minority equity interest investment	—	1,808
Changes in operating assets and liabilities		
Accounts receivable	(18,166)	(6,237)
Prepaid expenses and other assets	(5,981)	(13,574)
Accounts payable	(18,017)	(10,972)
Accrued expenses and other current liabilities	1,973	18,418
Operating lease liabilities	(1,770)	(665)
Other liabilities	377	2,304
Net cash provided by operating activities	52,287	62,154
Cash flows from investing activities		
Purchase of property and equipment	(675)	(440)
Capitalized software	(37,169)	(28,807)
Net cash used in investing activities	(37,844)	(29,247)
Cash flows from financing activities		
Payments on long-term debt	(5,273)	(3,515)
Repurchases of Class A common stock ⁽¹⁾	(153,226)	(18,437)
Proceeds from exercise of stock options	11,772	1,267
Employee taxes paid related to net share settlement of equity awards	(15,966)	(8,048)
Proceeds from employee stock purchase plan	857	649
Net cash used in financing activities	(161,836)	(28,084)
Net change in cash and cash equivalents	(147,393)	4,823
Cash and cash equivalents		
Beginning of period	672,296	757,165
End of period	\$ 524,903	\$ 761,988
Supplemental disclosure of cash flow information		
Non cash investing and financing activities:		
Stock-based compensation included in capitalized software	\$ 8,090	\$ 6,221
Capitalized software included in accounts payable and accrued expenses and other current liabilities	4,628	4,232
Capitalized software transferred from prepaid assets	—	5,751

See accompanying notes to condensed consolidated financial statements.

- (1) Repurchases of Class A common stock for the six months ended June 30, 2024 include 20.9 million shares repurchased from related parties (after giving effect to the automatic conversion of Class B common stock to Class A common stock upon such repurchase) for an aggregate consideration of \$151.4 million. See "Note 9. Stockholders' Equity" for additional information.

GoodRx Holdings, Inc.
Notes to Condensed Consolidated Financial Statements
(Unaudited)

1. Description of Business

GoodRx Holdings, Inc. was incorporated in September 2015 and has no material assets or standalone operations other than its ownership in its consolidated subsidiaries. GoodRx, Inc. ("GoodRx"), a Delaware corporation initially formed in September 2011, is a wholly-owned subsidiary of GoodRx Intermediate Holdings, LLC, which itself is a wholly-owned subsidiary of GoodRx Holdings, Inc.

GoodRx Holdings, Inc. and its subsidiaries (collectively, "we," "us" or "our") offer information and tools to help consumers compare prices and save on their prescription drug purchases. We operate a price comparison platform that provides consumers with curated, geographically relevant prescription pricing, and provides access to negotiated prices through our codes that can be used to save money on prescriptions across the United States. These services are free to consumers and we primarily earn revenue from our core business from pharmacy benefit managers ("PBMs") that manage formularies and prescription transactions including establishing pricing between consumers and pharmacies. We also offer other healthcare products and services, including pharmaceutical ("pharma") manufacturer solutions, subscriptions and telehealth services.

2. Summary of Significant Accounting Policies

Basis of Presentation

The accompanying unaudited condensed consolidated financial statements have been prepared in conformity with accounting principles generally accepted in the United States ("GAAP") and applicable rules and regulations of the Securities and Exchange Commission ("SEC") regarding interim financial information. Certain information and disclosures normally included in our annual consolidated financial statements prepared in accordance with GAAP have been condensed or omitted. Accordingly, these condensed consolidated financial statements should be read in conjunction with our audited consolidated financial statements for the year ended December 31, 2023 and the related notes, which are included in our Annual Report on Form 10-K filed with the SEC on February 29, 2024 ("2023 10-K"). The December 31, 2023 condensed consolidated balance sheet was derived from our audited consolidated financial statements as of that date. The condensed consolidated financial statements include, in the opinion of management, all adjustments, consisting of normal and recurring items, necessary for the fair statement of our condensed consolidated financial statements. The operating results for the three and six months ended June 30, 2024 are not necessarily indicative of the results expected for the full year ending December 31, 2024.

There have been no material changes in significant accounting policies during the three and six months ended June 30, 2024 from those disclosed in "Note 2. Summary of Significant Accounting Policies" in the notes to our consolidated financial statements included in our 2023 10-K.

Principles of Consolidation

The condensed consolidated financial statements include the accounts of GoodRx Holdings, Inc., its wholly owned subsidiaries and variable interest entities for which we are the primary beneficiary. Intercompany balances and transactions have been eliminated in consolidation.

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 amounts reported in the condensed consolidated financial statements, including the accompanying notes. We base our estimates on historical factors; current circumstances; macroeconomic events and conditions; and the experience and judgment of our management. We evaluate our estimates and assumptions on an ongoing basis. Actual results can differ materially from these estimates, and such differences can affect the results of operations reported in future periods.

Certain Risks and Concentrations

Financial instruments that potentially subject us to significant concentrations of credit risk consist principally of cash, cash equivalents and accounts receivable.

We maintain cash deposits with multiple financial institutions in the United States which, at times, may exceed federally insured limits. Cash may be withdrawn or redeemed on demand. We believe that the financial institutions that hold our cash are financially sound and, accordingly, minimal credit risk exists with respect to these balances. However, market conditions can impact the viability of these institutions. In the event of failure of any of the financial institutions where we maintain our

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cash and cash equivalents, there can be no assurance that we will be able to access uninsured funds in a timely manner or at all. We have not experienced any losses in such accounts.

We consider 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. Cash equivalents, consisting of U.S. treasury securities money market funds, of \$485.5 million and \$605.5 million at June 30, 2024 and December 31, 2023, respectively, were classified as Level 1 of the fair value hierarchy and valued using quoted market prices in active markets.

We extend credit to our customers based on an evaluation of their ability to pay amounts due under contractual arrangements and generally do not obtain or require collateral. For each of the three and six months ended June 30, 2024, one customer accounted for 11% of our revenue. For each of the three and six months ended June 30, 2023, two customers accounted for 14% and 11% of our revenue. At June 30, 2024, one customer accounted for 14% of our accounts receivable balance. At December 31, 2023, no customer accounted for more than 10% of our accounts receivable balance.

Equity Investments

We retain minority equity interests in privately-held companies without readily determinable fair values. Our ownership interests are less than 20% of the voting stock of the investees and we do not have the ability to exercise significant influence over the operating and financial policies of the investees. The equity investments are accounted for under the measurement alternative in accordance with Accounting Standards Codification ("ASC") 321, *Investments – Equity Securities*, which is cost minus impairment, if any, plus or minus changes resulting from observable price changes. Due to indicators of a decline in the financial condition of one of our investees, we recognized a \$1.8 million impairment loss on one of our minority equity interest investments during the three months ended March 31, 2023 and presented as other expense on our condensed consolidated statement of operations for the six months ended June 30, 2023. We otherwise have not recognized any changes resulting from observable price changes or impairment losses on our minority equity interest investments during the three and six months ended June 30, 2024 and 2023. Equity investments included in other assets on our condensed consolidated balance sheets as of June 30, 2024 and December 31, 2023 were \$15.0 million.

Recent Accounting Pronouncements

In December 2023, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2023-09, *Income Taxes (Topic 740): Improvements to Income Tax Disclosures*. This ASU is intended to enhance the transparency and decision usefulness of income tax disclosures. The amendments in this ASU address investor requests for enhanced income tax information primarily through changes to the rate reconciliation and income taxes paid information. This ASU applies to all public entities and will be effective for fiscal years beginning after December 15, 2024, and for interim periods for fiscal years beginning after December 15, 2025. Early adoption of this ASU is permitted. We are currently evaluating the impact of the adoption of this ASU on our consolidated financial statement disclosures.

In November 2023, the FASB issued ASU 2023-07, *Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures*. The ASU expands public entities' segment disclosures by requiring disclosure of significant segment expenses that are regularly provided to the chief operating decision maker and included within each reported measure of segment profit or loss, an amount and description of its composition for other segment items, and interim disclosures of a reportable segment's profit or loss and assets. All disclosure requirements under ASU 2023-07 are also required for public entities with a single reportable segment. This ASU applies to all public entities that are required to report segment information in accordance with ASC 280, and is effective for fiscal years beginning after December 15, 2023 and is effective for interim periods within fiscal years beginning after December 15, 2024. Early adoption of this ASU is permitted. We are currently evaluating the impact of the adoption of this ASU on our consolidated financial statement disclosures.

3. Prepaid Expenses and Other Current Assets

Prepaid expenses and other current assets consist of the following:

<i>(in thousands)</i>	June 30, 2024	December 31, 2023
Insurance recovery receivable ⁽¹⁾	\$ 14,900	\$ 12,900
Income taxes receivable	12,904	3,537
Reimbursable third-party payments ⁽²⁾	14,186	15,481
Other prepaid expenses and other current assets ⁽³⁾	21,888	24,968
Total prepaid expenses and other current assets	<u>\$ 63,878</u>	<u>\$ 56,886</u>

(1) Represents a receivable for the probable recovery related to an incurred loss in connection with certain contingencies. Loss recoveries are recognized when a loss has been incurred and the recovery is probable. This determination is based on our analysis of the underlying insurance policies, historical experience with insurers, and ongoing review of the solvency of insurers, among other factors.

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- (2) Represents payments we make to third parties on behalf of, and reimbursable from, certain customers.
- (3) Other current assets were not material as of June 30, 2024 and December 31, 2023.

4. Accrued Expenses and Other Current Liabilities

Accrued expenses and other current liabilities consist of the following:

<i>(in thousands)</i>	June 30, 2024	December 31, 2023
Accrued bonus and other payroll related	\$ 17,743	\$ 30,401
Accrued legal settlement	27,500	12,500
Accrued marketing	13,607	10,650
Deferred revenue	5,988	7,105
Other accrued expenses	8,334	10,673
Total accrued expenses and other current liabilities	<u>\$ 73,172</u>	<u>\$ 71,329</u>

Deferred revenue represents payments received in advance of providing services for certain advertising contracts with customers and subscriptions. We expect substantially all of the deferred revenue at June 30, 2024 will be recognized as revenue within the subsequent twelve months. Of the \$7.1 million of deferred revenue at December 31, 2023, \$1.0 million and \$6.4 million was recognized as revenue during the three and six months ended June 30, 2024, respectively. Revenue recognized during the three and six months ended June 30, 2023 of \$1.3 million and \$7.0 million, respectively, was included as deferred revenue at December 31, 2022.

5. Income Taxes

We generally calculate income taxes in interim periods by applying an estimated annual effective income tax rate to income or loss before income taxes and by calculating the tax effect of discrete items recognized during such periods. Our estimated annual effective income tax rate is based on our estimated full year income or loss and the related income taxes for each jurisdiction in which we operate. This rate can be affected by estimates of full year pre-tax income or loss and permanent differences.

The effective income tax rate for the three months ended June 30, 2024 and 2023 was 42.5% and (387.1%), respectively. The effective income tax rate for the six months ended June 30, 2024 and 2023 was 52.4% and (254.3%), respectively. The primary differences between our effective income tax rates and the federal statutory tax rate for the three and six months ended June 30, 2024 and 2023 were due to the effects of non-deductible officers' stock-based compensation expense, state income taxes, benefits from research and development tax credits, and tax effects from our equity awards. The effective income tax rate for the three and six months ended June 30, 2023 was further impacted by the release of our valuation allowance against the majority of our net deferred tax assets recorded as a discrete tax benefit during the three months ended June 30, 2023.

6. Debt

As of June 30, 2024, our First Lien Credit Agreement (as amended from time to time, the "Credit Agreement") provided for (i) a \$700.0 million term loan maturing on October 10, 2025 ("First Lien Term Loan Facility"); and (ii) a revolving credit facility for up to \$100.0 million (the "Revolving Credit Facility") maturing on July 11, 2025. As of June 30, 2024, there were no changes to the terms of our First Lien Term Loan Facility and Revolving Credit Facility as disclosed in Note 12 to our consolidated financial statements included in our 2023 10-K.

The effective interest rate on the First Lien Term Loan Facility for the three months ended June 30, 2024 and 2023 was 8.75% and 8.37%, respectively. The effective interest rate on the First Lien Term Loan Facility for the six months ended June 30, 2024 and 2023 was 8.76% and 8.09%, respectively.

We had no borrowings against the Revolving Credit Facility as of June 30, 2024 and December 31, 2023.

We had outstanding letters of credit issued against the Revolving Credit Facility for \$8.3 million and \$9.2 million as of June 30, 2024 and December 31, 2023, respectively, which reduces our available borrowings under the Revolving Credit Facility.

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Our debt balance is as follows:

<i>(in thousands)</i>	June 30, 2024	December 31, 2023
Principal balance under First Lien Term Loan Facility	\$ 656,524	\$ 661,797
Less: Unamortized debt issuance costs and discounts	(3,847)	(5,307)
	<u>\$ 652,677</u>	<u>\$ 656,490</u>

The estimated fair value of our debt approximated its carrying value as of June 30, 2024 and December 31, 2023, based on inputs categorized as Level 2 in the fair value hierarchy.

Under the Credit Agreement, we are subject to a financial covenant requiring maintenance of a First Lien Net Leverage Ratio (as defined in the Credit Agreement) not to exceed 8.2 to 1.0 only in the event that the amounts outstanding under the Revolving Credit Facility exceed a specified percentage of commitments under the Revolving Credit Facility, and other nonfinancial covenants under the Credit Agreement. At June 30, 2024, we were in compliance with our covenants.

On July 10, 2024, we entered into the Sixth Amendment to First Lien Credit Agreement (the "Sixth Amendment") to, among other things, (i) establish a new \$500.0 million term loan (the "2024 Term Loan") with a maturity date of July 10, 2029, (ii) extend the maturity date on \$88.0 million of the total \$100.0 million Revolving Credit Facility to April 10, 2029 and (iii) immaterially modify certain covenants. The \$12.0 million of revolving commitments not subject to the maturity extension will terminate on July 11, 2025. Concurrently with the closing of the Sixth Amendment, we repaid outstanding principal and accrued interest under the First Lien Term Loan Facility in full as well as all premiums, fees and expenses in connection with the foregoing transactions using all of the proceeds from the 2024 Term Loan and \$167.2 million of cash on hand. The 2024 Term Loan and the Revolving Credit Facility are collateralized by substantially all of our assets and 100% of the equity interest of GoodRx.

The 2024 Term Loan bears interest, at our option, at either (i) a term rate based on the Secured Overnight Financing Rate, subject to a "floor" of 0.00%, plus a margin of 3.75%; or (ii) an alternate base rate plus a margin of 2.75%. Interest is paid monthly. The 2024 Term Loan was funded with an original issue discount at 99.0% of the principal amount thereof. The 2024 Term Loan requires quarterly principal payments of \$1.3 million beginning with the quarter ending March 31, 2025, with any remaining unpaid principal and any accrued interest due upon maturity. We may make voluntary prepayments of the 2024 Term Loan from time to time, and we are required in certain instances related to asset dispositions, casualty events, non-permitted debt issuances and annual excess cash flow, to make mandatory prepayments of the 2024 Term Loan.

7. Commitments and Contingencies

Aside from the below, as of June 30, 2024, there were no material changes to our commitments and contingencies as disclosed in the notes to our consolidated financial statements included in our 2023 10-K.

Between February 2, 2023, and March 30, 2023, five individual plaintiffs filed five separate putative class actions lawsuits against Google, Meta, Criteo and us, alleging generally that we have not adequately protected consumer privacy and that we communicated consumer information to third parties, including the three co-defendants. Four of the plaintiffs allege common law intrusion upon seclusion and unjust enrichment claims, as well as claims under California's Confidentiality of Medical Information Act, Invasion of Privacy Act, Consumer Legal Remedies Act, and Unfair Competition Law. One of these four plaintiffs additionally brings a claim under the Electronic Communications Privacy Act. The fifth plaintiff brings claims for common-law unjust enrichment and violations of New York's General Business Law. Four of these cases were originally filed in the United States District Court for the Northern District of California ("NDCA") (Cases No. 3:23-cv-00501; 3:23-cv-00744; 3:23-cv-00940; and 4:23-cv-01293). One case was originally filed in the United States District Court for the Southern District of New York (Case No. 1:23-cv-00943); however, that case was voluntarily dismissed and re-filed in the NDCA (Case No. 3:23-cv-01508). These five matters have been consolidated and assigned to U.S. District Judge Araceli Martinez-Olguin in the NDCA. The court also set a briefing schedule for filing a single consolidated complaint, which the plaintiffs filed on May 21, 2023 (Case No. 3:23-cv-00501-AMO; the "NDCA Class Action Matter"), as well as motions to dismiss and motions to compel arbitration. In addition to the aforementioned claims, the plaintiffs in the now consolidated matter bring claims under the Illinois Consumer Fraud and Deceptive Business Practices Act, common law negligence and negligence per se, in each case, pleaded in the alternative. The plaintiffs are seeking various forms of monetary damages (such as statutory damages, compensatory damages, attorneys' fees and disgorgement of profits) as well as injunctive relief. Briefing on the motions to dismiss and motions to compel arbitration was completed on August 24, 2023.

On October 27, 2023, six plaintiffs filed a class action complaint (Case No. 1:23-cv-24127-BB; the "SDFL Class Action Matter") against us in the United States District Court for the Southern District of Florida ("SDFL"). The plaintiffs alleged, on behalf of the same nationwide class as the NDCA Class Action Matter, substantially the same statutory and common law violation claims as alleged in that matter as well as claims based on the federal Electronic Communications Privacy Act, invasion of privacy under California common law and the California constitution, invasion of privacy under New Jersey's Constitution, and violations of Pennsylvania's Wiretapping and Electronic Surveillance Control Act, Florida's Security of Communications Act, New York's Civil Rights Law and Stop Hack and Improve Electronic Data Security Act. The plaintiffs in

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the SDFL Class Action Matter seek various forms of monetary damages as well as injunctive and other unspecified equitable relief.

On October 27, 2023, we entered into a proposed settlement agreement with the plaintiffs in the SDFL Class Action Matter, on behalf of a nationwide settlement class that includes the NDCA Class Action Matter, which provides for a payment of \$13.0 million by us. On October 30, 2023, the plaintiffs in the SDFL Class Action Matter filed a motion and memorandum in support of preliminary approval of the proposed class action settlement and, on October 31, 2023, the SDFL granted preliminary approval of the proposed settlement. The proposed settlement is subject to final approval of the court. Members of the class have the opportunity to opt-out of the class and commence their own actions.

In response to the proposed settlement in the SDFL Class Action Matter, plaintiffs in the NDCA Class Action Matter filed (i) on November 1, 2023, a motion in the NDCA for an order to require us to cease litigation of, or alternatively file a motion to stay in, the SDFL Class Action Matter and enjoin us from seeking settlement with counsel other than plaintiffs' counsel in the NDCA Class Action Matter; and (ii) on November 2, 2023, a motion in the SDFL for that court to allow them to intervene and appear in the SDFL action, transfer the SDFL Class Action Matter to the NDCA and reconsider and deny its preliminary approval of the proposed settlement. The SDFL has issued an order requiring the SDFL plaintiffs to, among other things, file a response to the NDCA plaintiffs' motion to intervene. Additionally, U.S. District Judge Araceli Martínez-Olguín in the NDCA issued an order for us to show cause as to why we should not be sanctioned for an alleged failure to provide notification to the NDCA of the pendency of the SDFL Class Action Matter. We filed our written response to this order on November 8, 2023. The NDCA held a hearing on November 14, 2023, and ordered parties to the litigation to participate in mediation. The parties participated in mediation on January 10, 2024, and have agreed to participate in an additional day of mediation, which occurred on March 7, 2024. Negotiations between the parties remain ongoing.

Based on the proposed settlement agreement, we determined that an estimated \$13.0 million loss was probable and accrued \$12.5 million as of December 31, 2023, which was net of an initial \$0.5 million payment to a third party qualified settlement fund that we do not own, which will be disbursed to the plaintiffs if required conditions are satisfied. Based on ongoing negotiations and mediation between the parties, we determined the estimated probable loss to be \$28.0 million as of March 31, 2024 and June 30, 2024. The \$27.5 million estimated net liability was accrued within accrued expenses and other current liabilities on our condensed consolidated balance sheet as of June 30, 2024. While this amount represents our best judgment of the probable loss based on the information currently available to us, it is subject to significant judgments and estimates and numerous factors beyond our control, including, without limitation, final approval of the court or the results of mediation. In addition, while it is reasonably possible an incremental loss may have been incurred for the indemnification of certain parties named in the class action lawsuits, a loss, or a range of loss, is not reasonably estimable. The results of legal proceedings are inherently uncertain, and upon final resolution of these matters, it is reasonably possible that the actual loss may differ from our estimate.

On April 22, 2024, Lisa Marie Barsuli, individually and on behalf of all others similarly situated, filed a class action lawsuit against us and certain of our executive officers in the United States District Court for the Central District of California (Case No. 2:24-cv-3282). The plaintiffs seek compensatory damages and equitable relief as well as interest, fees and costs. The complaint alleges violations of Sections 10(b) and 20(a) of the Exchange Act and Rule 10b-5 promulgated thereunder, and asserts that we and certain of our executive officers failed to disclose to investors the risk relating to a grocery chain taking actions that impacted acceptance of our discounted pricing for a subset of prescription drugs from PBMs, whose pricing we promote on our platform (the "grocer issue"), which occurred late in the first quarter of 2022. As alleged in the complaint, when we disclosed the occurrence of the grocer issue, our stock price fell, causing investor losses. On July 25, 2024, U.S. District Judge André Birotte Jr. appointed The Kalmanson Family as the lead plaintiff and approved selection of lead plaintiff's counsel. We intend to file a motion to dismiss the lawsuit. Additionally, on May 23, 2024, Benjamin Solomon filed a derivative lawsuit in the United States District Court for the Central District of California purportedly on behalf of us against certain of our executive officers and current and former directors (Case No. 2:24-cv-04301). The derivative complaint asserts claims for violations of, and contribution under, the Exchange Act, breach of fiduciary duty, unjust enrichment, abuse of control, gross mismanagement and corporate waste. These claims are based on allegations substantially similar to those in the class action lawsuit described above and also allege that we failed to maintain adequate internal controls. Plaintiff in the derivative lawsuit is seeking declaratory relief, monetary damages, restitution and certain governance reforms. The case was stayed pending the resolution of our forthcoming motion to dismiss the securities class action lawsuit. We intend to vigorously defend against the claims asserted in both lawsuits. We believe we have meritorious defenses to such claims and based upon information presently known to management, we have not accrued a loss for either lawsuit as a loss is not probable and reasonably estimable. While it is reasonably possible a loss may have been incurred, we are unable to estimate a loss or range of loss in these matters.

These pending proceedings involve complex questions of fact and law and may require the expenditure of significant funds and the diversion of other resources to defend. In addition, during the normal course of business, we may become subject to, and are presently involved in, legal proceedings, claims and litigation. Such matters are subject to many uncertainties and outcomes are not predictable with assurance. We have not accrued for a loss for any other matters as a loss is not probable and a loss, or a range of loss, is not reasonably estimable. Accruals for loss contingencies are recognized when a loss is probable, and the amount of such loss can be reasonably estimated. See "Note 4. Accrued Expenses and Other Current Liabilities." Loss recoveries are recognized when a loss has been incurred and the recovery is probable. See "Note 3. Prepaid Expenses and Other Current Assets."

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In February 2023, we initiated arbitration against Famulus Health, LLC ("Famulus") before the American Arbitration Association in relation to Famulus' breach of an agreement entered into by Famulus and us in June 2020, as amended (the "Agreement"). GoodRx asserted claims for Famulus' breach of the confidentiality and exclusivity provisions in the Agreement, seeking to recover damages and injunctive relief. On February 15, 2024, an arbitration award was rendered, which included a damages award and a permanent injunction (the "Arbitration Award"). Famulus filed a petition to vacate the Arbitration Award on February 21, 2024 in the United States District Court for the District of South Carolina ("DSC"). GoodRx filed a petition to confirm the Arbitration Award on February 22, 2024 in the DSC. In April 2024, several motions and oppositions were filed, which were consolidated by the DSC on April 12, 2024. The DSC held a hearing on April 30, 2024 on the consolidated actions and an order issuance is pending. We can not make any assurance as to the outcome of the Arbitration Award and when the Arbitration Award will be collected. Any gain on this matter is considered a gain contingency and will be recognized in the period in which the Arbitration Award is realized or realizable, pursuant to ASC 450, *Contingencies*.

8. Revenue

For the three and six months ended June 30, 2024 and 2023, revenue comprised the following:

(in thousands)	Three Months Ended June 30,		Six Months Ended June 30,	
	2024	2023	2024	2023
Prescription transactions revenue	\$ 146,748	\$ 136,540	\$ 292,143	\$ 271,447
Subscription revenue	21,953	23,878	44,554	48,021
Pharma manufacturer solutions revenue	26,504	24,330	51,013	44,765
Other revenue	5,405	4,929	10,780	9,430
Total revenue	<u>\$ 200,610</u>	<u>\$ 189,677</u>	<u>\$ 398,490</u>	<u>\$ 373,663</u>

9. Stockholders' Equity

On February 23, 2022, our board of directors ("Board") authorized the repurchase of up to an aggregate of \$250.0 million of our Class A common stock through February 23, 2024. On February 27, 2024, our Board approved a new stock repurchase program which authorized the repurchase of up to an aggregate of \$ 450.0 million of our Class A common stock with no expiration date. Repurchases under these repurchase programs may be made in the open market, in privately negotiated transactions or otherwise, with the amount and timing of repurchases to be determined at our discretion, depending on market conditions and corporate needs, or under a trading plan intended to satisfy the affirmative defense conditions of Rule 10b5-1(c)(1) under the Exchange Act (a "Rule 10b5-1 Plan"). These repurchase programs do not obligate us to acquire any particular amount of Class A common stock and may be modified, suspended or terminated at any time at the discretion of our Board. Repurchased shares are subsequently retired and returned to the status of authorized but unissued. As of June 30, 2024, we had \$295.5 million available for future repurchases of our Class A common stock under the new stock repurchase program.

On March 6, 2024, we entered into two Stock Purchase Agreements with related parties, one with Spectrum Equity VII, L.P., Spectrum VII Investment Managers' Fund, L.P., and Spectrum VII Co-Investment Fund, L.P. (collectively, "Spectrum"), and one with Francisco Partners IV, L.P. and Francisco Partners IV-A (collectively, "Francisco Partners"), pursuant to which we agreed to repurchase 6.2 million and 14.6 million shares of our Class A common stock (after giving effect to the automatic conversion of our Class B common stock to Class A common stock upon such repurchase) from Spectrum and Francisco Partners, respectively, for an aggregate repurchase of 20.9 million shares of our Class A common stock at a price of \$7.19 per share, in each case representing a discount from our closing share price of \$7.57 on the date of the execution of the Stock Purchase Agreements (the "Spectrum and Francisco Partners Repurchase"). The repurchase was approved by our Board and its Audit Committee as part of the \$ 450.0 million repurchase program approved in February 2024. The Spectrum and Francisco Partners Repurchase closed on March 11, 2024 for an aggregate consideration of \$151.4 million, inclusive of direct costs and estimated excise taxes associated with the repurchases.

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The following table presents information about our repurchases of our Class A common stock:

<i>(in thousands)</i>	Three Months Ended June 30,		Six Months Ended June 30,	
	2024	2023	2024	2023
Number of shares repurchased	—	1,663	21,329	3,233
Cost of shares repurchased ⁽¹⁾	\$ (290)	\$ 8,920	\$ 154,524	\$ 18,437

(1) Cost of shares repurchased for the three months ended June 30, 2024 represents a change to the estimated excise taxes associated with past repurchases of our Class A common stock.

10. Basic and Diluted Earnings Per Share

The computation of earnings per share for the three and six months ended June 30, 2024 and 2023 is as follows:

<i>(in thousands, except per share amounts)</i>	Three Months Ended June 30,		Six Months Ended June 30,	
	2024	2023	2024	2023
Numerator:				
Net income	\$ 6,694	\$ 58,786	\$ 5,685	\$ 55,496
Denominator:				
Weighted average shares - basic	376,254	412,221	386,153	412,322
Dilutive impact of stock options, restricted stock awards and restricted stock units	8,478	2,114	7,467	2,051
Weighted average shares - diluted	<u>384,732</u>	<u>414,335</u>	<u>393,620</u>	<u>414,373</u>
Earnings per share:				
Basic	\$ 0.02	\$ 0.14	\$ 0.01	\$ 0.13
Diluted	\$ 0.02	\$ 0.14	\$ 0.01	\$ 0.13

The following weighted average potentially dilutive shares are excluded from the computation of diluted earnings per share for the periods presented because including them would have been antidilutive:

<i>(in thousands)</i>	Three Months Ended June 30,		Six Months Ended June 30,	
	2024	2023	2024	2023
Stock options, restricted stock awards and restricted stock units	16,164	29,430	18,974	30,470

11. Subsequent Event

On July 10, 2024, we entered into the Sixth Amendment to First Lien Credit Agreement. See "Note 6. Debt" for additional information.

Item 2. 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 our unaudited condensed consolidated financial statements and related notes included elsewhere in this Quarterly Report on Form 10-Q, as well as Part II, Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations" and Part II, Item 8, "Financial Statements and Supplementary Data" included in our Annual Report on Form 10-K for the fiscal year ended December 31, 2023 filed with the Securities and Exchange Commission ("SEC") on February 29, 2024 ("2023 10-K"). This discussion contains forward-looking statements based upon current plans, expectations and beliefs involving 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 in the "Risk Factors" section of our 2023 10-K and other factors set forth in other parts of this Quarterly Report on Form 10-Q and our filings with the SEC.

Glossary of Selected Terminology

As used in this Quarterly Report on Form 10-Q, unless the context otherwise requires, references to:

- "we," "us," "our," the "Company," "GoodRx," and similar references refer to GoodRx Holdings, Inc. and its consolidated subsidiaries.
- "Co-Founders" refers to Trevor Bezdek, our Chairman and a director of the Company, and Douglas Hirsch, our Chief Mission Officer and a director of the Company.
- "consumers" refer to the general population in the United States that uses or otherwise purchases healthcare products and services. References to "our consumers" or "GoodRx consumers" refer to consumers that have used one or more of our offerings.
- "discounted price" refers to a price for a prescription provided on our platform that represents a negotiated rate provided by one of our PBM partners at a retail pharmacy or under a direct contract with one of our partner pharmacies. Through our platform, our discounted prices are free to access for consumers by saving a GoodRx code to their mobile device for their selected prescription and presenting it at the chosen pharmacy. The term "discounted price" excludes prices we may otherwise source, such as prices from patient assistance programs for low-income individuals and Medicare prices, and any negotiated rates offered through our subscription offerings: GoodRx Gold ("Gold"), and Kroger Rx Savings Club powered by GoodRx ("Kroger Savings").
- "GoodRx code" refers to codes that can be accessed by our consumers through our apps or websites or that can be provided to our consumers directly by healthcare professionals, including physicians and pharmacists, that allow our consumers free access to our discounted prices or a lower list price for their prescriptions when such code is presented at their chosen pharmacy.
- "Monthly Active Consumers" refers to the number of unique consumers who have used a GoodRx code to purchase a prescription medication in a given calendar month and have saved money compared to the list price of the medication. A unique consumer who uses a GoodRx code more than once in a calendar month to purchase prescription medications is only counted as one Monthly Active Consumer in that month. A unique consumer who uses a GoodRx code in two or three calendar months within a quarter will be counted as a Monthly Active Consumer in each such month. Monthly Active Consumers do not include subscribers to our subscription offerings, consumers of our pharma manufacturer solutions offering, or consumers who used our telehealth offering. When presented for a period longer than a month, Monthly Active Consumers is averaged over the number of calendar months in such period. For example, a unique consumer who uses a GoodRx code twice in January, but who did not use our prescription transactions offering again in February or March, is counted as 1 in January and as 0 in both February and March, thus contributing 0.33 to our Monthly Active Consumers for such quarter (average of 1, 0 and 0). A unique consumer who uses a GoodRx code in January and in March, but did not use our prescription transactions offering in February, would be counted as 1 in January, 0 in February and 1 in March, thus contributing 0.66 to our Monthly Active Consumers for such quarter. Monthly Active Consumers from acquired companies are only included beginning in the first full quarter following the acquisition.
- "partner pharmacies" refers to select licensed pharmacies with whom we have direct contractual agreements.
- "PBM" refers to a pharmacy benefit manager. PBMs aggregate demand to negotiate prescription medication prices with pharmacies and pharma manufacturers. PBMs find most of their demand through relationships with insurance companies and employers. However, nearly all PBMs also have consumer direct or cash network pricing that they negotiate with pharmacies for consumers who choose to purchase prescriptions outside of insurance.
- "pharma" is an abbreviation for pharmaceutical.
- "savings," "saved" and similar references refer to the difference between the list price for a particular prescription at a particular pharmacy and the price paid by the GoodRx consumer for that prescription utilizing a GoodRx code available through our platform at that same pharmacy. In certain circumstances, we may show

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a list price on our platform when such list price is lower than the negotiated price available using a GoodRx code and, in certain circumstances, a consumer may use a GoodRx code and pay the list price at a pharmacy if such list price is lower than the negotiated price available using a GoodRx code. We do not earn revenue from such transactions, but our savings calculation includes an estimate of the savings achieved by the consumer because our platform has directed the consumer to the pharmacy with the low list price. This estimate of savings when the consumer pays the list price is based on internal data and is calculated as the difference between the average list price across all pharmacies where GoodRx consumers paid the list price and the average list price paid by consumers in the pharmacies to which we directed them. We do not calculate savings based on insurance prices as we do not have information about a consumer's specific coverage or price. We do not believe savings are representative or indicative of our revenue or results of operations.

- “**subscribers**” and similar references refers to our consumers that are subscribed to either of our subscription offerings, Gold or Kroger Savings. References to subscription plans as of a particular date represents an active subscription to either one of our aforementioned subscription offerings as of the specified date. Each subscription plan may represent more than one subscriber since family subscription plans may include multiple members.

Certain monetary amounts, percentages, and other figures included in this Quarterly Report on Form 10-Q have been subject to rounding adjustments. Percentage amounts included in this Quarterly Report on Form 10-Q have not in all cases been calculated on the basis of such rounded figures, but on the basis of such amounts prior to rounding. For this reason, percentage amounts in this Quarterly Report on Form 10-Q may vary from those obtained by performing the same calculations using the figures in our condensed consolidated financial statements included elsewhere in this Quarterly Report on Form 10-Q. Certain other amounts that appear in this Quarterly Report on Form 10-Q may not sum due to rounding.

Overview

Our mission is to help Americans get the healthcare they need at a price they can afford. To achieve this, we are building the leading consumer-focused digital healthcare platform in the United States. We believe our financial results reflect the significant market demand for our offerings and the value that we provide to the broader healthcare ecosystem.

For the three months ended June 30, 2024 as compared to the same period of 2023:

- Revenue and Adjusted Revenue increased 6% to \$200.6 million from \$189.7 million;
- Net income and net income margin were \$6.7 million and 3.3%, respectively, compared to net income and net income margin of \$58.8 million and 31.0%, respectively; and
- Adjusted EBITDA and Adjusted EBITDA Margin were \$65.4 million and 32.6%, respectively, compared to \$53.5 million and 28.2%, respectively.

For the six months ended June 30, 2024 as compared to the same period of 2023:

- Revenue and Adjusted Revenue increased 7% to \$398.5 million from \$373.7 million;
- Net income and net income margin were \$5.7 million and 1.4%, respectively, compared to net income and net income margin of \$55.5 million and 14.9%, respectively; and
- Adjusted EBITDA and Adjusted EBITDA Margin were \$128.2 million and 32.2%, respectively, compared to \$106.7 million and 28.6%, respectively.

Revenue, net income and net income margin are financial measures prepared in conformity with accounting principles generally accepted in the United States (“GAAP”). Adjusted Revenue, Adjusted EBITDA and Adjusted EBITDA Margin are non-GAAP financial measures. For a reconciliation and presentation of Adjusted Revenue, Adjusted EBITDA and Adjusted EBITDA Margin to the most directly comparable GAAP financial measures, information about why we consider Adjusted Revenue, Adjusted EBITDA and Adjusted EBITDA Margin useful and a discussion of the material risks and limitations of these measures, please see “Key Financial and Operating Metrics—Non-GAAP Financial Measures” below.

Recently, we have seen rapid changes in the U.S. retail pharmacy landscape with Rite Aid's store closures in addition to announcements of store closures and reduction of footprint from various other retail pharmacies, including Walgreens. Future store closures and reduction of footprint from retail pharmacies are expected to have an immediate adverse impact on our prescription volume and prescription transactions revenue. However, we believe this impact to be largely transient as we expect prescription volume to migrate to other in-network pharmacies in the near term. As an extension of the changing retail pharmacy landscape, we expect heightened renegotiations between pharmacies and PBMs may occur as a result of the pharmacies' increased focus on rationalizing of their spending, which in turn may have an impact on our prescription transactions revenue.

[Table of Contents](#)**Recent Development**

On July 10, 2024, we entered into the Sixth Amendment to First Lien Credit Agreement. See Note 6 to our condensed consolidated financial statements included elsewhere in this Quarterly Report on Form 10-Q for additional information.

Key Financial and Operating Metrics

We use Monthly Active Consumers, subscription plans, Adjusted Revenue, Adjusted EBITDA and Adjusted EBITDA Margin to assess our performance, make strategic and offering decisions and build our financial projections. The number of Monthly Active Consumers and subscription plans are key indicators of the scale of our consumer base and a gauge for our marketing and engagement efforts. We believe these operating metrics reflect our scale, growth and engagement with consumers.

We exited the second quarter of 2024 with over 7 million prescription-related consumers that used GoodRx across our prescription transactions and subscription offerings. Our prescription-related consumers represent the sum of Monthly Active Consumers for the three months ended June 30, 2024 and subscribers to our subscription plans as of June 30, 2024.

Monthly Active Consumers

(in millions)	Three Months Ended					
	June 30, 2024	March 31, 2024	December 31, 2023	September 30, 2023	June 30, 2023	March 31, 2023
Monthly Active Consumers	6.6	6.7	6.4	6.1	6.1	6.1

Subscription Plans

Subscription plans have been impacted by a sequential decline in our subscription plans for Kroger Savings as a result of reduced marketing spend in relation to that offering, which sunset in July 2024.

(in thousands)	As of					
	June 30, 2024	March 31, 2024	December 31, 2023	September 30, 2023	June 30, 2023	March 31, 2023
Subscription plans	696	778	884	930	969	1,007

Non-GAAP Financial Measures

Adjusted Revenue, Adjusted EBITDA and Adjusted EBITDA Margin are key measures we use to assess our financial performance and are also used for internal planning and forecasting purposes. We believe Adjusted Revenue, Adjusted EBITDA and Adjusted EBITDA Margin are helpful to investors, analysts and other interested parties because they can assist in providing a more consistent and comparable overview of our operations across our historical financial periods. In addition, these measures are frequently used by analysts, investors and other interested parties to evaluate and assess performance.

We define Adjusted Revenue for a particular period as revenue excluding client contract termination costs associated with restructuring related activities. We exclude these costs from revenue because we believe they are not indicative of past or future underlying performance of the business.

We define Adjusted EBITDA for a particular period as net income or loss before interest, taxes, depreciation and amortization, and as further adjusted, as applicable, for acquisition related expenses, stock-based compensation expense, payroll tax expense related to stock-based compensation, loss on extinguishment of debt, financing related expenses, loss on operating lease assets, restructuring related expenses, legal settlement expenses, charitable stock donation, gain on sale of business and other income or expense, net. Adjusted EBITDA Margin represents Adjusted EBITDA as a percentage of Adjusted Revenue.

Adjusted Revenue, Adjusted EBITDA and Adjusted EBITDA Margin are non-GAAP financial measures and are presented for supplemental informational purposes only and should not be considered as alternatives or substitutes to financial information presented in accordance with GAAP. These measures have certain limitations in that they do not include the impact of certain costs that are reflected in our condensed consolidated statements of operations that are necessary to run our business. Other companies, including other companies in our industry, may not use these measures or may calculate these measures differently than as presented in this Quarterly Report on Form 10-Q, limiting their usefulness as comparative measures.

The following table presents a reconciliation of net income and revenue, the most directly comparable financial measures calculated in accordance with GAAP, to Adjusted EBITDA and Adjusted Revenue, respectively, and presents net

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income margin, the most directly comparable financial measure calculated in accordance with GAAP, with Adjusted EBITDA Margin:

<i>(dollars in thousands)</i>	Three Months Ended June 30,		Six Months Ended June 30,	
	2024	2023	2024	2023
Net income	\$ 6,694	\$ 58,786	\$ 5,685	\$ 55,496
Adjusted to exclude the following:				
Interest income	(6,334)	(7,814)	(13,889)	(15,048)
Interest expense	14,566	14,054	29,209	27,187
Income tax expense (benefit)	4,952	(46,718)	6,254	(39,832)
Depreciation and amortization	16,965	16,097	32,907	31,036
Other expense	—	—	—	1,808
Financing related expenses ⁽¹⁾	392	—	832	—
Acquisition related expenses ⁽²⁾	174	385	348	1,441
Restructuring related expenses ⁽³⁾	566	—	441	—
Legal settlement expenses ⁽⁴⁾	—	—	13,000	—
Stock-based compensation expense	26,590	17,897	51,686	43,396
Payroll tax expense related to stock-based compensation	847	405	1,726	845
Loss on operating lease assets ⁽⁵⁾	—	374	—	374
Adjusted EBITDA	\$ 65,412	\$ 53,466	\$ 128,199	\$ 106,703
Revenue and Adjusted Revenue ⁽⁶⁾	\$ 200,610	\$ 189,677	\$ 398,490	\$ 373,663
Net income margin	3.3%	31.0%	1.4%	14.9%
Adjusted EBITDA Margin	32.6%	28.2%	32.2%	28.6%

- (1) Financing related expenses include third party fees related to proposed financings.
- (2) Acquisition related expenses principally include costs for actual or planned acquisitions including related third-party fees, legal, consulting and other expenditures, and as applicable, severance costs and retention bonuses to employees related to acquisitions and change in fair value of contingent consideration. From time to time, acquisition related expenses may also include similar transaction related costs for business dispositions.
- (3) Restructuring related expenses include employee severance and other personnel related costs and losses on office lease terminations in connection with various workforce optimization and organizational changes to better align with our strategic goals and future scale.
- (4) Legal settlement expenses consist of periodic settlement costs for significant and unusual litigation matters. We believe these costs do not represent recurring expenses arising in the ordinary course of business that are indicative of our overall operating performance.
- (5) Loss on operating lease assets include losses incurred relating to the abandonment or sublease of certain leased office spaces.
- (6) Revenue was equal to Adjusted Revenue as there was no client contract termination cost associated with restructuring related activities in the periods presented.

Components of our Results of Operations

For a description of the components of our results of operations, refer to Note 2 to our audited consolidated financial statements included in our 2023 10-K. In addition, for a description of primary drivers that may cause our revenue, costs and operating expenses to fluctuate from period to period, including seasonality, refer to Part II, Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations" included in our 2023 10-K.

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Results of Operations
Three Months Ended June 30, 2024 Compared to Three Months Ended June 30, 2023

The following table sets forth our results of operations for the three months ended June 30, 2024 and 2023:

<i>(dollars in thousands)</i>	Three Months Ended June 30, 2024	% of Total Revenue	Three Months Ended June 30, 2023	% of Total Revenue	Change (\$)	Change (%)
Revenue:						
Prescription transactions revenue	\$ 146,748	73%	\$ 136,540	72%	\$ 10,208	7%
Subscription revenue	21,953	11%	23,878	13%	(1,925)	(8%)
Pharma manufacturer solutions revenue	26,504	13%	24,330	13%	2,174	9%
Other revenue	<u>5,405</u>	3%	<u>4,929</u>	3%	476	10%
Total revenue	200,610		189,677			
Costs and operating expenses:						
Cost of revenue, exclusive of depreciation and amortization presented separately below	11,870	6%	16,339	9%	(4,469)	(27%)
Product development and technology	30,854	15%	31,285	16%	(431)	(1%)
Sales and marketing	93,454	47%	77,440	41%	16,014	21%
General and administrative	27,589	14%	30,208	16%	(2,619)	(9%)
Depreciation and amortization	<u>16,965</u>	8%	<u>16,097</u>	8%	868	5%
Total costs and operating expenses	<u>180,732</u>		<u>171,369</u>			
Operating income	<u>19,878</u>		<u>18,308</u>			
Other expense, net:						
Interest income	6,334	3%	7,814	4%	(1,480)	(19%)
Interest expense	<u>(14,566)</u>	7%	<u>(14,054)</u>	7%	(512)	4%
Total other expense, net	<u>(8,232)</u>		<u>(6,240)</u>			
Income before income taxes	11,646		12,068			
Income tax (expense) benefit	<u>(4,952)</u>	2%	<u>46,718</u>	25%	(51,670)	(111%)
Net income	<u>\$ 6,694</u>		<u>\$ 58,786</u>			

Revenue

All of our revenue has been generated in the United States.

Prescription transactions revenue increased \$10.2 million, or 7%, year-over-year, primarily as a result of an 8% increase in the number of our Monthly Active Consumers from organic growth, including expansion of our integrated savings program, which integrates our discounts and pricing in a seamless experience at the pharmacy counter for eligible plan members served by certain PBM partners. We expect the recently announced Rite Aid's store closures to have a mid-single-digit million dollar impact on prescription transactions revenue in the second half of 2024.

Subscription revenue decreased \$1.9 million, or 8%, year-over-year, primarily driven by a decrease in the number of subscription plans due to the sunset of Kroger Savings with 696 thousand subscription plans as of June 30, 2024 compared to 969 thousand as of June 30, 2023. Given the subscription fee is higher for Gold relative to Kroger Savings, the sunset of Kroger Savings resulted in a higher year-over-year decline in subscription plans relative to subscription revenue.

Pharma manufacturer solutions revenue increased \$2.2 million, or 9%, year-over-year, primarily driven by organic growth as we continued to expand our market penetration with pharma manufacturers and other customers, partially offset by a \$2.7 million decrease in revenue contribution from vitaCare Prescription Services, Inc. ("vitaCare"), a solution we deprioritized in connection with the restructuring of our pharma manufacturer solutions offering in the second half of 2023. We expect pharma manufacturer solutions to continue to grow as a percentage of total revenue in the near to medium term as we continue to scale and expand available services, capabilities and platforms of our pharma manufacturer solutions offering.

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Costs and Operating Expenses

Cost of revenue, exclusive of depreciation and amortization

Cost of revenue decreased \$4.5 million, or 27%, year-over-year, primarily driven by a \$4.1 million decrease in outsourced and in-house personnel and other costs related to consumer support and a \$1.7 million decrease in allocated overhead, both due to lower average headcount principally as a result of the restructuring of our pharma manufacturer solutions offering in the second half of 2023. The impact from these drivers was partially offset by a \$1.0 million increase in processing fees.

Product development and technology

Product development and technology expenses decreased \$0.4 million, or 1%, year-over-year, primarily driven by a \$2.3 million decrease in payroll and related costs largely due to higher capitalization of certain qualified costs related to the development of internal-use software and lower average headcount. The impact of this driver was partially offset by a \$1.4 million increase in third-party services and contractors associated with product development and allocated overhead.

Sales and marketing

Sales and marketing expenses increased \$16.0 million, or 21%, year-over-year, primarily driven by a \$14.5 million increase in payroll and related costs, principally from higher stock-based compensation expense due to a reversal recognized in the second quarter of 2023 of previously recognized stock-based compensation expense as certain performance milestones were no longer probable of being met, in addition to changes in our employee composition. The year-over-year change was also driven by a \$4.8 million increase in advertising expenses and a \$2.5 million increase in third-party marketing expenses. The impact from these drivers was partially offset by a \$6.6 million decrease in promotional expenses substantially in the form of consumer discounts. Beginning in December 2023, consumer discounts are recognized as a reduction of revenue as a result of a change in some aspects of our consumer incentives program. For further information regarding our consumer incentives program, see Note 2 to our audited consolidated financial statements included in our 2023 10-K.

General and administrative

General and administrative expenses decreased \$2.6 million, or 9%, year-over-year, primarily driven by a \$4.2 million decrease in stock-based compensation expense related to awards granted to our Co-Founders in 2020, partially offset by a \$1.0 million increase in payroll and related expenses, principally from equity awards granted to our Interim Chief Executive Officer in the second quarter of 2023 and first quarter of 2024.

Depreciation and amortization

Depreciation and amortization expenses increased \$0.9 million, or 5%, year-over-year, primarily driven by higher amortization related to capitalized software due to higher capitalization costs for platform improvements and the introduction of new products and features. The impact from this driver was partially offset by lower amortization related to acquired intangible assets as certain intangible assets were fully amortized in 2023 in connection with the restructuring of our pharma manufacturer solutions offering in the second half of 2023.

Interest Income

Interest income decreased by \$1.5 million year-over-year, primarily due to lower average balance of cash equivalents held in U.S. treasury securities money market funds, partially offset by higher interest rates.

Interest Expense

Interest expense increased by \$0.5 million, or 4%, year-over-year, primarily due to higher interest rates, partially offset by lower average debt balances.

Income Taxes

For the three months ended June 30, 2024, we had income tax expense of \$5.0 million compared to an income tax benefit of \$46.7 million for the three months ended June 30, 2023 and an effective income tax rate of 42.5% and (387.1%), respectively. The year-over-year change in our income taxes was primarily driven by the release of our valuation allowance against the majority of our net deferred tax assets recorded as a discrete tax benefit in the second quarter of 2023, partially offset by a decrease in our tax effects from non-deductible officers' stock-based compensation expense and our equity awards. For information regarding our valuation allowance analysis in 2023, see Part II, Item 7, "Management's Discussion

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and Analysis of Financial Condition and Results of Operations—Critical Accounting Policies and Estimates—Income Taxes —Valuation of Deferred Tax Assets" included in our 2023 10-K.

Six Months Ended June 30, 2024 Compared to Six Months Ended June 30, 2023

The following table sets forth our results of operations for the six months ended June 30, 2024 and 2023:

<i>(dollars in thousands)</i>	Six Months Ended June 30, 2024	% of Total Revenue	Six Months Ended June 30, 2023	% of Total Revenue	Change (\$)	Change (%)
Revenue:						
Prescription transactions revenue	\$ 292,143	73%	\$ 271,447	73%	\$ 20,696	8%
Subscription revenue	44,554	11%	48,021	13%	(3,467)	(7%)
Pharma manufacturer solutions revenue	51,013	13%	44,765	12%	6,248	14%
Other revenue	10,780	3%	9,430	3%	1,350	14%
Total revenue	<u>398,490</u>		<u>373,663</u>			
Costs and operating expenses:						
Cost of revenue, exclusive of depreciation and amortization presented separately below	24,338	6%	33,034	9%	(8,696)	(26%)
Product development and technology	61,871	16%	64,193	17%	(2,322)	(4%)
Sales and marketing	183,418	46%	155,962	42%	27,456	18%
General and administrative	68,697	17%	59,827	16%	8,870	15%
Depreciation and amortization	32,907	8%	31,036	8%	1,871	6%
Total costs and operating expenses	<u>371,231</u>		<u>344,052</u>			
Operating income	<u>27,259</u>		<u>29,611</u>			
Other expense, net:						
Other expense	—	0%	(1,808)	0%	1,808	n/m
Interest income	13,889	3%	15,048	4%	(1,159)	(8%)
Interest expense	(29,209)	7%	(27,187)	7%	(2,022)	7%
Total other expense, net	<u>(15,320)</u>		<u>(13,947)</u>			
Income before income taxes	11,939		15,664			
Income tax (expense) benefit	<u>(6,254)</u>	2%	<u>39,832</u>	11%	(46,086)	(116%)
Net income	<u>\$ 5,685</u>		<u>\$ 55,496</u>			

Revenue

The year-over-year changes in prescription transactions revenue, subscription revenue and pharma manufacturer solutions revenue were driven by the same factors described above for the three months ended June 30, 2024 compared to the same period of 2023.

For prescription transactions revenue, our Monthly Active Consumers increased 9% on a year-to-date basis compared to the same period of 2023.

For pharma manufacturer solutions revenue, revenue contribution by vitaCare decreased \$5.1 million on a year-to-date basis compared to the same period of 2023 as the solution was de-prioritized in the second half of 2023. For expected revenue trends, see our discussion and analysis above for the three months ended June 30, 2024 compared to the same period of 2023.

Costs and Operating Expenses

Cost of revenue, exclusive of depreciation and amortization

Cost of revenue decreased \$8.7 million, or 26%, year-over-year, primarily driven by a \$7.9 million decrease in outsourced and in-house personnel and other costs related to consumer support and a \$3.8 million decrease in allocated overhead, both due to lower average headcount principally as a result of the restructuring of our pharma manufacturer

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solutions offering in the second half of 2023. The impact from these drivers was partially offset by a \$2.1 million increase in processing fees.

Product development and technology

Product development and technology expenses decreased \$2.3 million, or 4%, year-over-year, primarily driven by a \$5.3 million decrease in payroll and related costs largely due to higher capitalization of certain qualified costs related to the development of internal-use software and lower average headcount. The impact of this driver was partially offset by a \$2.2 million increase in third-party services and contractors associated with product development and allocated overhead.

Sales and marketing

Sales and marketing expenses increased \$27.5 million, or 18%, year-over-year, primarily driven by a \$21.8 million increase in payroll and related costs, principally due to higher average headcount and higher stock-based compensation expense due to a reversal of previously recognized stock-based compensation expense recorded in the second quarter of 2023 as certain performance milestones were no longer probable of being met in addition to changes in our employee composition. The year-over-year change was also driven by a \$14.9 million increase in advertising expenses and a \$5.2 million increase in third-party marketing expenses. The impact from these drivers was partially offset by a \$16.3 million decrease in promotional expenses substantially in the form of consumer discounts, whereas beginning in December 2023 these are recognized as a reduction of revenue as described above.

General and administrative

General and administrative expenses increased \$8.9 million, or 15%, year-over-year, primarily driven by a net \$13.0 million estimated legal settlement loss recognized in the first quarter of 2024 with respect to an ongoing litigation (see Note 7 to our condensed consolidated financial statements included elsewhere in this Quarterly Report on Form 10-Q) and a \$4.3 million increase in payroll and related expenses, principally from equity awards granted to our Interim Chief Executive Officer in the second quarter of 2023 and first quarter of 2024. The impact from these drivers was partially offset by a \$8.7 million decrease in stock-based compensation expense related to awards granted to our Co-Founders in 2020.

Depreciation and amortization

Depreciation and amortization expenses increased \$1.9 million, or 6%, year-over-year, primarily driven by higher amortization related to capitalized software due to higher capitalization costs for platform improvements and the introduction of new products and features. The impact from this driver was partially offset by lower amortization related to acquired intangible assets as certain intangible assets were fully amortized in 2023 in connection with the restructuring of our pharma manufacturer solutions offering in the second half of 2023.

Other Expense

Other expense decreased by \$1.8 million year-over-year, due to impairment losses on one of our minority equity interest investments recognized in the first quarter of 2023.

Interest Income

Interest income decreased by \$1.2 million year-over-year, primarily due to lower average balance of cash equivalents held in U.S. treasury securities money market funds, partially offset by higher interest rates.

Interest Expense

Interest expense increased by \$2.0 million, or 7%, year-over-year, primarily due to higher interest rates, partially offset by lower average debt balances.

Income Taxes

For the six months ended June 30, 2024, we had an income tax expense of \$6.3 million compared to a \$39.8 million income tax benefit for the six months ended June 30, 2023 and an effective income tax rate of 52.4% and (254.3%), respectively. The year-over-year change in our income taxes was primarily driven by the release of our valuation allowance against the majority of our net deferred tax assets recorded as a discrete tax benefit in the second quarter of 2023, partially offset by a decrease in our tax effects from non-deductible officers' stock-based compensation expense and our equity awards.

Liquidity and Capital Resources

Since our inception, we have financed our operations primarily through net cash provided by operating activities, equity issuances, and borrowings under our long-term debt arrangements. Our principal sources of liquidity are our cash and cash equivalents and borrowings available under our \$100.0 million secured revolving credit facility. As described in Note 6 to our condensed consolidated financial statements, in July 2024, we extended the maturity date on \$88.0 million of our \$100.0 million revolving credit facility to April 10, 2029, with the remaining \$12.0 million maturing on July 11, 2025. As of June 30, 2024, we had cash and cash equivalents of \$524.9 million and \$91.7 million available under our revolving credit facility.

As of June 30, 2024, there were no material changes to our primary short-term and long-term requirements for liquidity and capital or to our contractual commitments as disclosed in Part II, Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations" of our 2023 10-K.

In July 2024, we amended our First Lien Credit Agreement to, among other things, establish a new \$500.0 million term loan with an original issue discount at 99.0% of the principal amount thereof. This new term loan requires quarterly principal payments of \$1.3 million, with the first payment payable at the end of March 2025, and any remaining principal balance due upon maturity on July 10, 2029. Concurrent with the closing of the amendment, we repaid outstanding principal and accrued interest under our then-existing term loan in full as well as all premiums, fees and expenses in connection with the transactions using all of the proceeds from the new term loan and \$167.2 million of cash on hand. For additional information, see Note 6 to our condensed consolidated financial statements appearing elsewhere in this Quarterly Report on Form 10-Q.

Based on our current conditions, we believe that our net cash provided by operating activities and cash on hand will be adequate to meet our operating, investing and financing needs for at least the next twelve months from the date of the issuance of the accompanying unaudited condensed consolidated financial statements. Our future capital requirements will depend on many factors, including the growth of our business, the timing and extent of investments, sales and marketing activities, and many other factors as described in Part I, Item 1A, "Risk Factors" of our 2023 10-K.

If necessary, we may borrow funds under our revolving credit facility to finance our liquidity requirements, subject to customary borrowing conditions. To the extent additional funds are necessary to meet our long-term liquidity needs as we continue to execute our business strategy, we anticipate that they will be obtained through the incurrence of additional indebtedness, additional equity financings or a combination of these potential sources of funds; however, such financing may not be available on favorable terms, or at all. If we are unable to raise additional funds when or on the terms desired, our business, financial condition and results of operations could be adversely affected.

Holding Company Status

GoodRx Holdings, Inc. is a holding company that does not conduct any business operations of its own. As a result, GoodRx Holdings, Inc. is largely dependent upon cash distributions and other transfers from its subsidiaries to meet its obligations and to make future dividend payments, if any. Our debt arrangements contain covenants restricting payments of dividends by our subsidiaries, including GoodRx, Inc., unless certain conditions are met. These covenants provide for certain exceptions for specific types of payments. Based on these restrictions, all of the net assets of GoodRx, Inc. were restricted pursuant to the terms of our debt arrangements as of June 30, 2024. Since the restricted net assets of GoodRx, Inc. and its subsidiaries exceed 25% of our consolidated net assets, in accordance with Regulation S-X, see Note 18 to our consolidated financial statements included in our 2023 10-K for the condensed parent company financial information of GoodRx Holdings, Inc.

Cash Flows

<i>(in thousands)</i>	Six Months Ended June 30,	
	2024	2023
Net cash provided by operating activities	\$ 52,287	\$ 62,154
Net cash used in investing activities	(37,844)	(29,247)
Net cash used in financing activities	(161,836)	(28,084)
Net change in cash and cash equivalents	\$ (147,393)	\$ 4,823

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Net cash provided by operating activities

Net cash provided by operating activities consist of net income adjusted for certain non-cash items and changes in assets and liabilities. The \$9.9 million year-over-year decrease in net cash provided by operations was due to a \$49.8 million decrease in net income, offset by an increase of \$70.8 million in non-cash adjustments. This net increase in net income after adjusting for non-cash items was offset by a \$30.9 million net increase in cash outflow from changes in operating assets and liabilities. The changes in non-cash adjustments were primarily driven by changes in deferred income tax as a result of the discrete tax benefit recognized related to the release of our valuation allowance in the second quarter of 2023 and an increase in stock-based compensation. Changes in operating assets and liabilities were principally driven by the timing of payments of prepaid services, accounts payable and accrued expenses, income tax payments and refunds, as well as collections of accounts receivable.

Net cash used in investing activities

Net cash used in investing activities generally consist of cash used for software development costs and capital expenditures, and may also include cash used for acquisitions and investments that we may make from time to time. The \$8.6 million year-over-year increase in net cash used in investing activities was primarily driven by a \$8.4 million increase in cash paid for software development.

Net cash used in financing activities

Net cash used in financing activities primarily consist of payments related to our debt arrangements, repurchases of our Class A common stock, and net share settlement of equity awards, partially offset by proceeds from exercise of stock options and our employee stock purchase plan. The \$133.8 million year-over-year increase in net cash used in financing activities was primarily driven by a \$134.8 million increase in payments for repurchases of our Class A common stock and a \$7.9 million increase in employee taxes paid related to net share settlement of equity awards, partially offset by a \$10.5 million increase in proceeds from exercise of stock options.

Recent Accounting Pronouncements

Refer to Note 2 to our condensed consolidated financial statements appearing elsewhere in this Quarterly Report on Form 10-Q.

Critical Accounting Policies and Estimates

During the three months ended June 30, 2024, there have been no significant changes to our critical accounting policies and estimates compared with those disclosed in Part II, Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations" of our 2023 10-K.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

There have been no material changes in our market risk from the disclosure included in Part II, Item 7A, "Quantitative and Qualitative Disclosures About Market Risk" of our 2023 10-K.

Item 4. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

Our management, with the participation of our principal executive officer and principal financial officer, evaluated, as of the end of the period covered by this Quarterly Report on Form 10-Q, the effectiveness of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act). Based on that evaluation, our principal executive officer and principal financial officer concluded that, as of June 30, 2024, our disclosure controls and procedures were effective.

Changes in Internal Control Over Financial Reporting

There have been no changes in our internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) during the three months ended June 30, 2024 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II. OTHER INFORMATION

Item 1. Legal Proceedings

The information required under this Part II, Item 1 is set forth in Note 7 to our condensed consolidated financial statements included in this Quarterly Report on Form 10-Q and is incorporated herein by this reference.

Item 1A. Risk Factors

There have been no material changes to the risk factors previously disclosed in our 2023 10-K. For a discussion of potential risks and uncertainties related to us, see the information included in Part I, Item 1A, "Risk Factors" of our 2023 10-K.

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

Unregistered Sales of Equity Securities

None.

Use of Proceeds

On September 25, 2020, we completed our IPO. All shares sold were registered pursuant to a registration statement on Form S-1 (File No. 333-248465), as amended (the "Registration Statement"), declared effective by the SEC on September 22, 2020.

There have been no material changes in the expected use of the net proceeds from our IPO as described in our Registration Statement. As of June 30, 2024, we estimated we had used approximately \$426.4 million of the net proceeds from our IPO: (i) \$164.4 million for the acquisition of businesses that complement our business; and (ii) \$262.0 million for the repurchases of our Class A common stock. As of June 30, 2024, we had \$460.5 million estimated remaining net proceeds from our IPO which have been invested in investment grade, interest-bearing instruments.

Issuer Repurchases of Equity Securities

There have been no share repurchases under our stock repurchase program for the three months ended June 30, 2024. See Note 9 to our condensed consolidated financial statements included elsewhere in this Quarterly Report on Form 10-Q for additional information related to our current stock repurchase program, which was publicly announced on February 29, 2024.

Item 3. Defaults Upon Senior Securities

None.

Item 4. Mine Safety Disclosures

Not applicable.

Item 5. Other Information

Insider Trading Arrangements

During the three months ended June 30, 2024, other than as described below for Trevor Bezdek and Douglas Hirsch, none of our directors or officers (as defined in Section 16 of the Exchange Act), adopted, modified or terminated any contract, instruction or written plan for the purchase or sale of our securities that was intended to satisfy the affirmative defense conditions of Rule 10b5-1(c) of the Exchange Act (a "Rule 10b5-1 Trading Plan") or any "non-Rule 10b5-1 trading arrangement" (as defined in Item 408(c) of Regulation S-K of the Exchange Act).

On June 7, 2024, Trevor Bezdek, our Chairman and a director, early terminated his existing Rule 10b5-1 Trading Plan initially adopted on March 3, 2023 and entered into a modified Rule 10b5-1 Trading Plan (the "Modified Bezdek Plan"), pursuant to which Mr. Bezdek and a grantor retained annuity trust, of which Mr. Bezdek is the sole trustee and annuitant, may make periodic sales of up to 2,632,721 shares of our Class A common stock plus an undeterminable number of our Class A common stock underlying 256,595 unvested restricted stock units to be received after giving effect to the number of shares of Class A common stock surrendered to the Company to cover withholding taxes upon vesting. The Modified Bezdek Plan will remain in effect until the earlier of (i) June 6, 2025, (ii) the date on which all trades set forth in the Modified Bezdek Plan have been executed, or (iii) such time as the Modified Bezdek Plan is otherwise terminated according to its terms.

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On June 7, 2024, Douglas Hirsch, our Chief Mission Officer and a director, early terminated his existing Rule 10b5-1 Trading Plan initially adopted on March 3, 2023 and entered into a modified Rule 10b5-1 Trading Plan (the "Modified Hirsch Plan"), pursuant to which Mr. Hirsch and a grantor retained annuity trust, of which Mr. Hirsch is the sole trustee and annuitant, may make periodic sales of up to 2,632,721 shares of our Class A common stock plus an undeterminable number of our Class A common stock underlying 256,595 unvested restricted stock units to be received after giving effect to the number of shares of Class A common stock surrendered to the Company to cover withholding taxes upon vesting. The Modified Hirsch Plan will remain in effect until the earlier of (i) June 6, 2025, (ii) the date on which all trades set forth in the Modified Hirsch Plan have been executed, or (iii) such time as the Modified Hirsch Plan is otherwise terminated according to its terms.

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Item 6. Exhibits

Exhibit Number	Exhibit Description	Incorporated by Reference				Filed/ Furnished Herewith
		Form	File No.	Exhibit	Filing Date	
3.1	Amended and Restated Certificate of Incorporation	8-K	001-39549	3.1	9/28/20	
3.2	Amended and Restated Bylaws	8-K	001-39549	3.2	9/28/20	
4.1	Form of Certificate of Class A Common Stock	S-1	333-248465	4.1	8/28/20	
4.2	Form of Certificate of Class B Common Stock	S-8	333-249069	4.4	9/25/20	
10.1	Executive Severance Plan					*
10.2	Non-Employee Director Compensation Program, dated July 8, 2024					*
10.3†	Sixth Amendment to First lien Credit Agreement, dated July 10, 2024	8-K	001-39549	10.1	7/11/24	
31.1	Certification of Interim Chief Executive Officer pursuant to Rule 13a-14(a)/15d-14(a)					*
31.2	Certification of Chief Financial Officer pursuant to Rule 13a-14(a)/15d-14(a)					*
32.1	Certification of Interim Chief Executive Officer pursuant to 18 U.S.C. Section 1350					**
32.2	Certification of Chief Financial Officer pursuant to 18 U.S.C. Section 1350					**
101.INS	Inline XBRL Instance Document – the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document					*
101.SCH	Inline XBRL Taxonomy Extension Schema Document					*
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document					*
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document					*
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document					*
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document					*
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101)					*

* Filed herewith.

** Furnished herewith.

† 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 SEC upon request.

SIGNATURES

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

GOODRX HOLDINGS, INC.

Date: August 8, 2024

By: /s/ Scott Wagner
Scott Wagner
Interim Chief Executive Officer
(Principal Executive Officer)

Date: August 8, 2024

By: /s/ Karsten Voermann
Karsten Voermann
Chief Financial Officer
(Principal Financial Officer)

Date: August 8, 2024

By: /s/ Romin Nabiey
Romin Nabiey
Chief Accounting Officer
(Principal Accounting Officer)

**GOODRX HOLDINGS, INC.
EXECUTIVE SEVERANCE PLAN**

Adopted on May 29, 2024

GoodRx Holdings, Inc., a Delaware corporation (the “Company”), has adopted this GoodRx Holdings, Inc. Executive Severance Plan, including the attached Exhibits (the “Plan”), for the benefit of Participants (as defined below) on the terms and conditions hereinafter stated. The Plan, as set forth herein, is intended to provide severance protections to a select group of management or highly compensated employees (within the meaning of ERISA (as defined below)) in connection with qualifying terminations of employment.

1. **Defined Terms.** Capitalized terms used but not otherwise defined herein shall have the meanings indicated below:

1.1 “Accrued Bonus” shall have the meaning set forth in Section 4.2(a)(iii) hereof.

1.2 “Base Salary” means the Participant’s annual base salary rate in effect immediately prior to a Qualifying Termination, disregarding any reduction which gives rise to Good Reason.

1.3 “Board” means the Board of Directors of the Company.

1.4 “Cause” means the occurrence of any of the following events:

(a) the past or present commission by the Participant of a felony or other serious crime or the commission of any act or omission involving fraud with respect to the Company or any of its customers, suppliers, vendors or other business relations;

(b) the Participant’s reporting to work under the influence of alcohol or illegal drugs, the use of illegal drugs (whether or not at the workplace) or other repeated conduct causing the Company public disgrace or disrepute or material economic harm;

(c) a material failure by the Participant to perform the Participant’s responsibilities or duties to the Company or those other responsibilities or duties as reasonably directed by the Board or the Chief Executive Officer of GoodRx, Inc.;

(d) any act or omission by the Participant aiding or abetting a competitor, supplier, customer, vendor or other business relation of the Company to the material disadvantage or detriment of the Company;

(e) the Participant’s breach of fiduciary duty, gross negligence or willful misconduct with respect to the Company; or

(f) the commission of any act or omission by the Participant involving dishonesty or disloyalty to the material detriment of the Company or any other act or omission that brings the Company into substantial public disrepute.

For clarity, a termination without “Cause” does not include any termination that occurs as a result of the Participant’s death or disability. With respect to the foregoing definition, the term “Company” will be interpreted to include any subsidiary, parent, affiliate, or any successor thereto, if appropriate.

- 1.5 “Change in Control” shall have the meaning set forth in the Company’s 2020 Incentive Award Plan, as may be amended from time to time.
- 1.6 “CIC Protection Period” means the period beginning 90 days prior to the date of a Change in Control and ending on and including the one-year anniversary of the date of a Change in Control.
- 1.7 “CIC Termination” means a Qualifying Termination which occurs during the CIC Protection Period.
- 1.8 “Claimant” shall have the meaning set forth in Section 11.1 hereof.
- 1.9 “COBRA” means the Consolidated Omnibus Budget Reconciliation Act of 1985.
- 1.10 “COBRA Premium Payment” shall have the meaning set forth in Section 4.2(b) hereof.
- 1.11 “Code” means the Internal Revenue Code of 1986, as amended from time to time, or any successor thereto.
- 1.12 “Committee” means the Compensation Committee of the Board, or such other committee as may be appointed by the Board to administer the Plan.
- 1.13 “Date of Termination” means the effective date of the termination of the Participant’s employment.
- 1.14 “Effective Date” shall have the meaning set forth in Section 2 hereof.
- 1.15 “Employee” means an individual who is an employee of the Company or any of its subsidiaries.
- 1.16 “Equity Award” means a Company equity-based award granted under any equity-based award plan of the Company, including, but not limited to, the Company’s 2020 Incentive Award Plan, as may be amended from time to time.
- 1.17 “ERISA” means the Employee Retirement Income Security Act of 1974, as amended, and the regulations promulgated thereunder.
- 1.18 “Excise Tax” shall have the meaning set forth in Section 7.1 hereof.
- 1.19 “Good Reason” means the occurrence of any one or more of the following events without the Participant’s prior written consent, unless the Company fully corrects the circumstances constituting Good Reason (provided such circumstances are capable of correction) as provided below:
- (a) a material diminution in the Participant’s responsibilities, duties, or authority (provided, however, that the Participant continuing in the same role on a divisional or business unit basis following the acquisition of the Company shall not be treated as a material diminution in title, responsibilities, duties, or authority);
 - (b) a material, required change in the geographic location at which the Participant performs his or her principal duties for the Company to a new location that is more than 25 miles from the location at which the Participant performs his or her principal duties for the Company as of the date on

which the Participant first becomes a Participant in the Plan (but excluding any such change that results in a shorter one-way commute from the Participant's personal residence at the time of such change); or

(c) a substantial reduction in the Participant's Base Salary (other than pursuant to a pay reduction applicable to a substantial portion of the executive officers of GoodRx, Inc.).

Notwithstanding the foregoing, the Participant will not be deemed to have resigned for Good Reason unless (1) the Participant provides written notice to the Company setting forth in reasonable detail the facts and circumstances claimed by the Participant to constitute Good Reason within 30 days after the date of the occurrence of any event that the Participant knows or should reasonably have known to constitute Good Reason; (2) the Company fails to cure such acts or omissions within 30 days following its receipt of such notice; and (3) the effective date of the Participant's termination for Good Reason occurs no later than 60 days after the expiration of the Company's cure period. With respect to the foregoing definition, the term "Company" will be interpreted to include any subsidiary, parent, affiliate, or any successor thereto, if appropriate.

1.20 "Independent Advisors" shall have the meaning set forth in Section 7.2 hereof.

1.21 "Participant" means each Employee who is selected by the Administrator to participate in the Plan and is provided with (and, if applicable, countersigns) a Participation Notice in accordance with the Plan.

1.22 "Participation Notice" shall have the meaning set forth in Section 2 hereof.

1.23 "Performance-Vesting Equity Award" means an Equity Award that vests in whole or in part based on the achievement of one or more performance goals.

1.24 "Pro-Rata Actual Bonus" means the Participant's annual bonus for the calendar year in which the Date of Termination occurs, calculated based on the attainment of the applicable performance metrics, but assuming that the goals associated with each performance metric are pro-rated to reflect the portion of the calendar year ending on the last day of the calendar quarter ending on or immediately prior to the Date of Termination (i.e., assuming that the applicable performance period had ended as of the date of the last calendar quarter ending on or prior to the Date of Termination, and assuming that the performance goals are pro-rated to reflect such shorted performance period), as determined by the Administrator in its discretion (or, if the Date of Termination occurs prior to the first quarterly earnings release of such calendar year, assuming target performance), and multiplying such annual bonus by the quotient obtained by dividing (i) the number of days during the calendar year that the Participant was employed through the Date of Termination by (ii) the total number of days in the calendar year.

1.25 "Pro-Rata Target Bonus" means an amount equal to the Participant's target annual bonus for the calendar year in which the Date of Termination occurs, multiplied by the quotient obtained by dividing (i) the number of days during the calendar year that the Participant was employed through the Date of Termination by (ii) the total number of days in the calendar year.

1.26 "Qualifying Termination" means a termination of the Participant's employment by (i) the Company without Cause or (ii) the Participant for Good Reason. Notwithstanding anything contained herein, in no event shall a Participant be deemed to have experienced a Qualifying Termination (a) if such Participant is offered and/or accepts a comparable employment position with the Company or any subsidiary, or (b) if in connection with a Change in Control or any other corporate transaction or sale of assets involving the Company or any subsidiary, such Participant is offered and accepts a comparable

employment position with the successor or purchaser entity (or an affiliate thereof), as applicable. A Qualifying Termination shall not include a termination due to the Participant's death or disability.

1.27 "Release" shall have the meaning set forth in Section 4.4 hereof.

1.28 "Salary Severance" shall have the meaning set forth in Section 4.2(a)(i) hereof.

1.29 "Severance Benefits" means the severance payments and benefits to which a Participant may become entitled pursuant to Section 4 of the Plan and Exhibit A attached hereto.

1.30 "Severance Period" means the number of months of Salary Severance and COBRA Premium Payment that a Participant is entitled to receive, as determined in accordance with Exhibit A attached hereto.

1.31 "Time-Vesting Equity Award" means an Equity Award that vests solely based on the passage of time.

1.32 "Total Payments" shall have the meaning set forth in Section 7.1 hereof.

2. **Effectiveness of the Plan; Notification.** The Plan shall become effective on May 29, 2024 (the "Effective Date"). The Administrator shall, pursuant to a written notice to any Employee (a "Participation Notice"), notify each Participant that such Participant has been selected to participate in the Plan.

3. **Administration.** Subject to Section 13.3 hereof, the Plan shall be interpreted, administered and operated by the Committee (the "Administrator"), which shall have complete authority, subject to the express provisions of the Plan, to interpret the Plan, to prescribe, amend and rescind rules and regulations relating to the Plan, and to make all other determinations necessary or advisable for the administration of the Plan. The Administrator may delegate any of its duties hereunder to a subcommittee, or to such person or persons from time to time as it may designate other than to any Participant in the Plan, and the Administrator may delegate (other than to any Participant in the Plan) its duty to provide a Participation Notice to a Participant in the Plan. All decisions, interpretations and other actions of the Administrator (including with respect to whether a Qualifying Termination has occurred) shall be final, conclusive and binding on all parties who have an interest in the Plan.

4. **Severance Benefits.**

4.1 Eligibility. Each Employee who qualifies as a Participant and who experiences a Qualifying Termination is eligible to receive Severance Benefits under the Plan.

4.2 Qualifying Termination Payment. If a Participant experiences a Qualifying Termination (other than a CIC Termination), then, subject to the Participant's execution and, to the extent applicable, non-revocation of a Release in accordance with Section 4.4 hereof, and subject to any additional requirements specified in the Plan, the Company shall pay or provide to the Participant the following Severance Benefits, subject to Section 6.2 hereof:

(a) Cash Severance. The Company shall pay or provide to the Participant:

(i) Salary Severance. An amount equal to the Participant's Base Salary that the Participant would have received had the Participant remained employed during the Severance Period

(as set forth on Exhibit A), payable in substantially equal installments during the Severance Period in accordance with the Company's regular payroll cycle, but commencing on the first payroll date following the 60th day following the Date of Termination (and amounts otherwise payable prior to such first payroll date shall be paid on such date without interest thereon) (the "Salary Severance").

(ii) Pro-Rata Actual Bonus. An amount equal to the Pro-Rata Actual Bonus, which shall be paid in a single lump sum on the first payroll date following the 60th day following the Date of Termination.

(iii) Accrued Bonus. An amount equal to any accrued but unpaid annual bonus for a calendar year ending on or preceding the Date of Termination (the "Accrued Bonus"), which shall be paid in a single lump sum on the first payroll date following the 60th day following the Date of Termination.

(b) COBRA. Subject to the requirements of the Code, if the Participant properly elects healthcare continuation coverage under the Company's group health plans pursuant to COBRA, to the extent that the Participant is eligible to do so, then the Company shall pay the COBRA premiums for the Participant and the Participant's covered dependents until the end of the Severance Period (the "COBRA Premium Payment"); provided, however, that the Company shall not pay the Participant for the COBRA premiums for any health flexible savings accounts or health reimbursement arrangements. Such payment shall be made by direct payment or, at the Company's election, by reimbursement to the Participant, and shall equal an amount determined based on the same benefit levels as would have applied based on the Participant's elections in effect on the Date of Termination if the Participant's employment had not been terminated. Notwithstanding the foregoing, (i) if any plan pursuant to which such benefits are provided is not, or ceases prior to the expiration of the period of continuation coverage to be, exempt from the application of Code Section 409A under Treasury Regulation Section 1.409A-1(a)(5), or (ii) the Company is otherwise unable to continue to cover the Participant under its group health plans without penalty under applicable law (including without limitation, Section 2716 of the Public Health Service Act), then, in either case, an amount equal to each remaining Company reimbursement shall thereafter be paid to the Participant in substantially equal monthly installments over the Severance Period (or the remaining portion thereof).

4.3 CIC Termination Payment. If a Participant experiences a CIC Termination, then, subject to the Participant's execution and, to the extent applicable, non-revocation of a Release in accordance with Section 4.4 hereof, and subject to any additional requirements specified in the Plan, the Company shall pay or provide to the Participant the following Severance Benefits, subject to Section 6.2 hereof:

(a) Cash Severance. The Company shall pay or provide to the Participant:

(i) Salary Severance. The Salary Severance set forth in Section 4.2(a)(i)

hereof.

(ii) Pro-Rata Target Bonus. An amount equal to the Pro-Rata Target Bonus, which shall be paid in a single lump sum on the first payroll date following the 60th day following the Date of Termination.

(iii) Accrued Bonus. The Accrued Bonus set forth in Section 4.2(a)(iii) hereof (if any).

(b) COBRA. The Company shall provide to the Participant the COBRA Premium Payment set forth in Section 4.2(b) hereof.

(c) Equity Acceleration. Each outstanding and unvested Time-Vesting Equity Award held by the Participant as of his or her Date of Termination shall vest and, to the extent applicable, become exercisable upon the later of the effectiveness of the Release and as of immediately prior to the consummation of a Change in Control, on an accelerated basis with respect to the number of shares underlying such Time-Vesting Equity Award that would have vested (and become exercisable, if applicable) had the Participant remained in continuous employment beyond the Date of Termination for the 12-month period beginning on the Date of Termination (taking into account the pro rata portion of the final quarter of such 12-month period); provided, however, that, with respect to Tier 1 and Tier 2 Participants, the Board may determine in its sole discretion (at any time on or prior to the Date of Termination, including prior to or during the CIC Protection Period) that all or any greater portion of such Time-Vesting Equity Awards and/or any other Equity Awards then-held by the Participant shall become fully vested and, to the extent applicable, exercisable as of the Date of Termination.

4.4 Release. Notwithstanding anything herein to the contrary, no Participant shall be eligible or entitled to receive or retain any Severance Benefits under the Plan unless he or she executes a general release of claims substantially in the form attached hereto as Exhibit B (the “Release”) within 21 days (or 45 days if necessary to comply with applicable law) after the Date of Termination and, if he or she is entitled to a seven day post-signing revocation period under applicable law, does not revoke such Release during such seven day period.

5. **Limitations**. Notwithstanding any provision of the Plan to the contrary, if a Participant’s status as an Employee is terminated for any reason other than due to a Qualifying Termination, the Participant shall not be entitled to receive any Severance Benefits under the Plan, and the Company shall not have any obligation to such Participant under the Plan.

6. **Section 409A.**

6.1 General. To the extent applicable, the Plan shall be interpreted and applied consistent and in accordance with Code Section 409A and Department of Treasury regulations and other interpretive guidance issued thereunder. Notwithstanding any provision of the Plan to the contrary, to the extent that the Administrator determines that any payments or benefits under the Plan may not be either compliant with or exempt from Code Section 409A and related Department of Treasury guidance, the Administrator may in its sole discretion adopt such amendments to the Plan or take such other actions that the Administrator determines are necessary or appropriate to (a) exempt the compensation and benefits payable under the Plan from Code Section 409A and/or preserve the intended tax treatment of such compensation and benefits, or (b) comply with the requirements of Code Section 409A and related Department of Treasury guidance; *provided, however*, that this Section 6.1 shall not create any obligation on the part of the Administrator to adopt any such amendment or take any other action, nor shall the Company have any liability for failing to do so.

6.2 Potential Six-Month Delay. Notwithstanding anything to the contrary in the Plan, no amounts shall be paid to any Participant under the Plan during the six-month period following such Participant’s “separation from service” (within the meaning of Code Section 409A(a)(2)(A)(i) and Treasury Regulation Section 1.409A-1(h)) to the extent that the Administrator determines that paying such amounts at the time or times indicated in the Plan would result in a prohibited distribution under Code Section 409A(a)(2)(B)(i). If the payment of any such amounts is delayed as a result of the previous sentence, then on the first business day following the end of such six-month period (or such earlier date upon which such amount can be paid under Code Section 409A without resulting in a prohibited distribution, including as a result of the Participant’s death), the Participant shall receive payment of a lump-

sum amount equal to the cumulative amount that would have otherwise been payable to the Participant during such six-month period without interest thereon.

6.3 Separation from Service . A termination of employment shall not be deemed to have occurred for purposes of any provision of the Plan providing for the payment of any amounts or benefits that constitute “nonqualified deferred compensation” under Code Section 409A upon or following a termination of employment unless such termination is also a “separation from service” within the meaning of Code Section 409A and, for purposes of any such provision of the Plan, references to a “termination,” “termination of employment” or like terms shall mean “separation from service”.

6.4 Reimbursements. To the extent that any payments or reimbursements provided to a Participant under the Plan are deemed to constitute compensation to the Participant to which Treasury Regulation Section 1.409A-3(i)(1)(iv) would apply, such amounts shall be paid or reimbursed reasonably promptly, but not later than December 31st of the year following the year in which the expense was incurred. The amount of any such payments eligible for reimbursement in one year shall not affect the payments or expenses that are eligible for payment or reimbursement in any other taxable year, and the Participant’s right to such payments or reimbursement of any such expenses shall not be subject to liquidation or exchange for any other benefit.

6.5 Installments. For purposes of applying the provisions of Code Section 409A to the Plan, each separately identified amount to which a Participant is entitled under the Plan shall be treated as a separate payment. In addition, to the extent permissible under Code Section 409A, the right to receive any installment payments under the Plan shall be treated as a right to receive a series of separate payments and, accordingly, each such installment payment shall at all times be considered a separate and distinct payment as permitted under Treasury Regulation Section 1.409A-2(b)(2)(iii). Whenever a payment under the Plan specifies a payment period with reference to a number of days, the actual date of payment within the specified period shall be within the sole discretion of the Company.

7. **Limitation on Payments.**

7.1 Best Pay Cap . Notwithstanding any other provision of the Plan, in the event that any payment or benefit received or to be received by a Participant (including any payment or benefit received in connection with a termination of the Participant’s employment, whether pursuant to the terms of the Plan or any other plan, arrangement or agreement) (all such payments and benefits, including the Severance Benefits, being hereinafter referred to as the “Total Payments”) would be subject (in whole or part), to the excise tax imposed under Code Section 4999 (the “Excise Tax ”), then, after taking into account any reduction in the Total Payments provided by reason of Code Section 280G in such other plan, arrangement or agreement, the cash severance payments under the Plan shall first be reduced, and any noncash severance payments shall thereafter be reduced, to the extent necessary so that no portion of the Total Payments is subject to the Excise Tax but only if (a) the net amount of such Total Payments, as so reduced (and after subtracting the net amount of federal, state and local income taxes on such reduced Total Payments and after taking into account the phase out of itemized deductions and personal exemptions attributable to such reduced Total Payments) is greater than or equal to (b) the net amount of such Total Payments without such reduction (but after subtracting the net amount of federal, state and local income taxes on such Total Payments and the amount of Excise Tax to which the Participant would be subject in respect of such unreduced Total Payments and after taking into account the phase out of itemized deductions and personal exemptions attributable to such unreduced Total Payments).

7.2 Certain Exclusions. For purposes of determining whether and the extent to which the Total Payments will be subject to the Excise Tax, (a) no portion of the Total Payments, the receipt or retention of

which the Participant has waived at such time and in such manner so as not to constitute a “payment” within the meaning of Code Section 280G(b), will be taken into account; (b) no portion of the Total Payments will be taken into account which, in the written opinion of an independent, nationally recognized accounting firm (the “Independent Advisors”) selected by the Company, does not constitute a “parachute payment” within the meaning of Code Section 280G(b)(2) (including by reason of Code Section 280G(b)(4)(A)) and, in calculating the Excise Tax, no portion of such Total Payments will be taken into account which, in the opinion of Independent Advisors, constitutes reasonable compensation for services actually rendered, within the meaning of Code Section 280G(b)(4)(B), in excess of the “base amount” (as defined in Code Section 280G(b)(3)) allocable to such reasonable compensation; and (c) the value of any non-cash benefit or any deferred payment or benefit included in the Total Payments shall be determined by the Independent Advisors in accordance with the principles of Code Sections 280G(d)(3) and (4).

8. **No Mitigation.** No Participant shall be required to seek other employment or attempt in any way to reduce or mitigate any Severance Benefits payable under the Plan and the amount of any such Severance Benefits shall not be reduced by any other compensation paid or provided to any Participant following such Participant’s termination of employment.

9. **Successors.**

9.1 Company Successors. The Plan shall inure to the benefit of and shall be binding upon the Company and its successors and assigns. Any successor (whether direct or indirect and whether by purchase, lease, merger, consolidation, liquidation or otherwise) to all or substantially all of the Company’s business and/or assets shall assume and agree to perform the obligations of the Company under the Plan.

9.2 Participant Successors. The Plan shall inure to the benefit of and be enforceable by each Participant’s personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees, legatees or other beneficiaries. If a Participant dies while any amount remains payable to such Participant hereunder, all such amounts shall be paid in accordance with the terms of the Plan to the executors, personal representatives or administrators of such Participant’s estate.

10. **Notices.** All communications relating to matters arising under the Plan shall be in writing and shall be deemed to have been duly given when hand delivered, faxed, emailed or mailed by reputable overnight carrier or United States certified mail, return receipt requested, addressed, if to a Participant, to the address or email address on file with the Company or to such other address or email address as the Participant may have furnished to the other in writing in accordance herewith and, if to the Company, to such address or email address as may be specified from time to time by the Administrator, except that notice of change of address shall be effective only upon actual receipt.

11. **Claims Procedure.**

11.1 Claims. Generally, Participants are not required to present a formal claim in order to receive benefits under the Plan. If, however, any person believes that benefits are being denied improperly, that the Plan is not being operated properly, or that their legal rights are being violated with respect to the Plan (the “Claimant”), the Claimant must file a formal claim, in writing, with the Administrator. This requirement applies to all claims that any Claimant has with respect to the Plan, except to the extent the Administrator determines, in its sole discretion, that it does not have the power to grant all relief reasonably being sought by the Claimant. A formal claim must be filed within 90 days after the date the Claimant first knew or should have known of the facts on which the claim is based, unless the Administrator consents otherwise in writing. The Administrator shall provide a Claimant, on request, with a copy of the claims procedures established under Section 11.2 hereof.

11.2 Claims Procedure. The Administrator has adopted procedures for considering claims (which are set forth in Exhibit C attached hereto), which it may amend or modify from time to time, as it sees fit. These procedures shall comply with all applicable legal requirements. The right to receive benefits under the Plan is contingent on a Claimant using the prescribed claims and appeal procedures to resolve any claim.

12. **Covenants.**

12.1 Restrictive Covenants. A Participant's right to receive and/or retain the Severance Benefits payable under this Plan is conditioned upon and subject to the Participant's continued compliance with any restrictive covenants (e.g., confidentiality, invention assignment, non-solicitation, non-disparagement) contained in any other written agreement between the Participant and the Company, as in effect on the date of the Participant's Qualifying Termination.

12.2 Return of Property. A Participant's right to receive and/or retain the Severance Benefits payable under the Plan is conditioned upon the Participant's return to the Company of all Company documents (and all copies thereof) and other Company property (in each case, whether physical, electronic or otherwise) in the Participant's possession or control.

13. **Miscellaneous.**

13.1 Entire Plan; Relation to Other Agreements. The Plan, together with any Participation Notice issued in connection with the Plan, contains the entire understanding of the parties relating to the subject matter hereof and supersedes any prior agreement, arrangement and understanding between any Participant, on the one hand, and the Company and/or any subsidiary, on the other hand, with respect to the subject matter hereof. Severance payable under the Plan is not intended to duplicate any other severance benefits payable to a Participant by the Company (for the avoidance of doubt, sign-on bonus payments, retention bonus payments, transaction bonus payments and other similar cash payments shall not constitute "other severance" for purposes of this Plan). By participating in the Plan and accepting the Severance Benefits hereunder, the Participant acknowledges and agrees that any agreement, arrangement and understanding between any Participant, on the one hand, and the Company and/or any subsidiary, on the other hand, with respect to the subject matter hereof entered into prior to the Effective Date is hereby revoked and ineffective with respect to the Participant (including, without limitation, any offer letter, any employment agreement, any severance agreement or any similar agreement or arrangement by and between the Participant and the Company (and/or any subsidiary) and any award agreement evidencing a Time-Vesting Equity Award, but excluding any accelerated vesting with respect to a Performance-Vesting Equity Award).

13.2 No Right to Continued Service. Nothing contained in the Plan shall (a) confer upon any Participant any right to continue as an employee of the Company or any subsidiary, (b) constitute any contract of employment or agreement to continue employment for any particular period, or (c) interfere in any way with the right of the Company to terminate a service relationship with any Participant, with or without Cause.

13.3 Termination and Amendment of Plan. The Plan may not be amended, modified, suspended or terminated except with the express written consent of each Participant who would be adversely affected by any such amendment, modification, suspension or termination.

13.4 Survival. Section 7 (Limitation on Payments), Section 11 (Claims Procedure) and Section 12 (Covenants) hereof shall survive the termination or expiration of the Plan and shall continue in effect.

13.5 Severance Benefit Obligations . Notwithstanding anything contained herein, Severance Benefits paid or provided under the Plan may be paid or provided by the Company or any subsidiary employer, as applicable.

13.6 Withholding. The Company shall have the authority and the right to deduct and withhold an amount sufficient to satisfy federal, state, local and foreign taxes required by law to be withheld with respect to any Severance Benefits payable under the Plan.

13.7 Benefits Not Assignable . Except as otherwise provided herein or by law, no right or interest of any Participant under the Plan shall be assignable or transferable, in whole or in part, either directly or by operation of law or otherwise, including without limitation by execution, levy, garnishment, attachment, pledge or in any manner; no attempted assignment or transfer thereof shall be effective; and no right or interest of any Participant under the Plan shall be liable for, or subject to, any obligation or liability of such Participant. When a payment is due under the Plan to a Participant who is unable to care for his or her affairs, payment may be made directly to his or her legal guardian or personal representative.

13.8 Applicable Law. The Plan is intended to be an unfunded “top hat” pension plan within the meaning of U.S. Department of Labor Regulation Section 2520.104-23 and shall be interpreted, administered, and enforced as such in accordance with ERISA. To the extent that state law is applicable, the statutes and common law of the State of Delaware, excluding any that mandate the use of another jurisdiction’s laws, will apply.

13.9 Validity. The invalidity or unenforceability of any provision of the Plan shall not affect the validity or enforceability of any other provision of the Plan, which shall remain in full force and effect.

13.10 Captions. The captions contained in the Plan are for convenience only and shall have no bearing on the meaning, construction or interpretation of the Plan’s provisions.

13.11 Expenses. The expenses of administering the Plan shall be borne by the Company or its successor, as applicable.

13.12 Unfunded Plan. The Plan shall be maintained in a manner to be considered “unfunded” for purposes of ERISA. The Company shall be required to make payments only as benefits become due and payable. No person shall have any right, other than the right of an unsecured general creditor against the Company, with respect to the benefits payable hereunder, or which may be payable hereunder, to any Participant, surviving spouse or beneficiary hereunder. If the Company, acting in its sole discretion, establishes a reserve or other fund associated with the Plan, no person shall have any right to or interest in any specific amount or asset of such reserve or fund by reason of amounts which may be payable to such person under the Plan, nor shall such person have any right to receive any payment under the Plan except as and to the extent expressly provided in the Plan. The assets in any such reserve or fund shall be part of the general assets of the Company, subject to the control of the Company.

* * * * *

I hereby certify that the foregoing Plan was duly adopted by the Board of Directors of GoodRx Holdings, Inc. on May 29, 2024.

Signature: /s/ Gracye Cheng

Name: Gracye Cheng

Title: Secretary and General Counsel

CALCULATION OF QUALIFYING TERMINATION SEVERANCE AMOUNTS

Tier	Severance Period
1	12 months
2	6 months
3	3 months

FORM OF RELEASE

CONFIDENTIAL SEPARATION AGREEMENT & RELEASE

[Agreement Date]

[Employee Name]

[Email]

Dear [Employee Name],

As discussed, your last day of employment with GoodRx, Inc. (“**GoodRx**” or the “**Company**”) was [Term Date] (the “**Separation Date**”).

Pursuant to the GoodRx Holdings, Inc. Executive Severance Plan (the “**Severance Plan**”), 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, 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 Benefits. 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 hereto as **Exhibit A**), the Company will pay you the following:

- (a) **Salary Severance.** An amount equal to \$[], which represents [] months of your base salary, payable in substantially equal installments in accordance with the Company’s regular payroll cycle, beginning on the first payroll date following the 60th day following your Separation Date.
- (b) **Pro-Rata [Actual]/[Target] Bonus.** A lump sum payment of \$[] which represents your Pro-Rata [Actual]/[Target] Bonus, paid on the first payroll date following the 60th day following your Separation Date.
- (c) **[Accrued Bonus].** A lump sum payment of \$[], which represents any accrued but unpaid annual bonus for a calendar year ending on or preceding your Separation Date, paid on the first payroll date following the 60th day following your Separation Date.]
- (d) **COBRA.** To the extent provided by 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. GoodRx will cover [] month(s) of COBRA premiums for you and your

covered dependents based on the same benefit levels as would have applied based on your elections in effect on Separation Date; provided, however, that the Company shall not pay premiums for any health flexible savings accounts or health reimbursement arrangement. GoodRx will send you additional information on insurance coverage continuation.

(e) **[Equity Acceleration.** *Applicable under the Plan only with Change in Control*]

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

3. Other Compensation or Benefits. You acknowledge that, except as expressly provided in this Agreement and in the Severance Plan, 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.

4. 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.

5. 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 (including, but not limited to, computers), credit cards, entry cards, identification badges and keys, as well as any materials of any kind which contain or embody any proprietary or confidential information of the Company Group (and all reproductions thereof). This provision excludes any Company property that you have been expressly permitted to keep at no cost or have purchased from the Company.

6. 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.

7. 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.

8. 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 arbitration forum before executing this agreement and, to the extent you have filed such claims, complaints or actions, you agree to immediately dismiss and terminate them with prejudice. For the avoidance of doubt, this representation does not include, and you are not required to disclose, any claims, complaints, or communications to any Government Agencies. 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 Group 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, the Equal Pay Act, the Family and Medical Leave Act, the Employee Retirement Income Security Act, and the Fair Labor Standards Act, all including any amendments and their respective implementing regulations; the California Fair Employment and Housing Act, as amended, or 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.

9. 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.

10. 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.

11. [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.]

12. [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**”).]

13. 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 impacts the releases in this Agreement (including the Release of Claims paragraph), which shall be enforced pursuant to the terms of the Agreement and to the maximum extent permitted by applicable law.

14. 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.

15. 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.

16. 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 [DUE DATE]. 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: _____
[NAME, TITLE]

Dated: _____

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: _____

By: _____
Print Name:

EXHIBIT A

Proprietary Information and Invention Assignment Agreement

DETAILED CLAIMS PROCEDURES

Section 1.1. Claim Procedure. Claims for benefits under the Plan shall be administered in accordance with Section 503 of ERISA and the Department of Labor Regulations thereunder. The Administrator shall have the right to delegate its duties under this Exhibit and all references to the Administrator shall be a reference to any such delegate, as well. The Administrator shall make all determinations as to the rights of any Claimant. A Claimant may authorize a representative to act on his or her behalf with respect to any claim under the Plan. A Claimant who asserts a right to any benefit under the Plan he has not received, in whole or in part, must file a written claim with the Administrator in accordance with Section 11.1 and this Exhibit. All written claims shall be submitted to [*Title*] at [*Email Address*] or [*Mailing Address*].

Section 1.2. Timing of Claim Denial. If the Administrator denies a claim in whole or in part (an “initial adverse benefit determination”), then the Administrator will provide notice of the decision to the Claimant within a reasonable period of time, not to exceed 90 days after the Administrator receives the claim, unless the Administrator determines that any extension of time for processing is required. In the event that the Administrator determines that such an extension is required, written notice of the extension will be furnished to the Claimant before the end of the initial 90 day review period. The extension will not exceed a period of 90 days from the end of the initial 90 day period, and the extension notice will indicate the special circumstances requiring such extension of time and the date by which the Administrator expects to render the benefit decision.

Section 1.3. Contents of Claim Denial Notice. The Administrator shall provide every Claimant who is denied a claim for benefits with a written or electronic notice of its initial adverse benefit determination. The notice will set forth, in a manner to be understood by the Claimant:

- (1) the specific reason or reasons for the initial adverse benefit determination;
- (2) reference to the specific Plan provisions on which the determination is based;
- (3) a description of any additional material or information necessary for the Claimant to perfect the claim and an explanation as to why such information is necessary; and
- (4) an explanation of the Plan’s appeal procedure and the time limits applicable to such procedures, including a statement of the Claimant’s right to bring an action under Section 502(a) of ERISA after receiving a final adverse benefit determination upon appeal.

Section 1.4. Appeal Procedures. The Claimant may appeal an initial adverse benefit determination by submitting a written appeal to the Administrator within 60 days of receiving notice of the denial of the claim. The Claimant:

- (1) may submit written comments, documents, records and other information relating to the claim for benefits;
- (2) will be provided, upon request and without charge, reasonable access to and copies of all documents, records and other information relevant to the Claimant’s claim for benefits; and

- (3) will receive a review that takes into account all comments, documents, records and other information submitted by the Claimant relating to the appeal, without regard to whether such information was submitted or considered in the initial benefit determination.

Section 1.5. Decision on Appeal. The Administrator will conduct a full and fair review of the claim and the initial adverse benefit determination. The Administrator holds regularly scheduled meetings at least quarterly. The Administrator shall make a benefit determination no later than the date of the regularly scheduled meeting that immediately follows the Administrator's receipt of an appeal request, unless the appeal request is filed within 30 days preceding the date of such meeting. In such case, a benefit determination may be made by no later than the date of the second regularly scheduled meeting following the Administrator's receipt of the appeal request. If special circumstances require a further extension of time for processing, a benefit determination shall be rendered no later than the third regularly scheduled meeting of the Administrator following the Administrator's receipt of the appeal request. If such an extension of time for review is required, the Administrator shall provide the Claimant with written notice of the extension, describing the special circumstances and the date as of which the benefit determination will be made, prior to the commencement of the extension. The Administrator generally cannot extend the review period any further unless the Claimant voluntarily agrees to a longer extension. The Administrator shall notify the Claimant of the benefit determination as soon as possible but not later than five days after it has been made.

Section 1.6. Notice of Determination on Appeal. If the appeal is denied, the Administrator shall provide the Claimant with written or electronic notification of its denial (" final adverse benefit determination "), which shall set forth, in a manner intended to be understood by the Claimant:

- (1) the specific reason or reasons for the final adverse benefit determination;
- (2) reference to the specific Plan provisions on which the final adverse benefit determination is based;
- (3) a statement that the Claimant is entitled to receive, upon request and without charge, reasonable access to, and copies of, all documents, records and other information relevant to the claim for benefits;
- (4) a statement describing any voluntary appeal procedures offered by the Plan and the Claimant's right to obtain the information about such procedures; and
- (5) a statement of the Claimant's right to bring an action under Section 502(a) of ERISA.

Section 1.7. Exhaustion; Judicial Proceedings. No action at law or in equity shall be brought to recover benefits under the Plan until the claim and appeal rights described in the Plan have been exercised and the Plan benefits requested in such appeal have been denied in whole or in part. If any judicial proceeding is undertaken to appeal the denial of a claim or bring any other action under ERISA, the evidence presented may be strictly limited to the evidence timely presented to the Administrator. Any such judicial proceeding must be filed by the earlier of: (a) one year after the final adverse benefit determination or (b) one year after the Participant or other Claimant commenced payment of the Plan benefits at issue in the judicial proceeding.

Section 1.8. Administrator's Decision is Binding . Benefits under the Plan shall be paid only if the Administrator decides in its sole discretion that a Claimant is entitled to them. In determining claims for benefits, the Administrator has the authority to interpret the Plan, to resolve ambiguities, to make factual determinations, and to resolve questions relating to eligibility for and amount of benefits. Subject to applicable law, any decision made in accordance with the above claims procedures is final and binding on all parties and shall be given the maximum possible deference allowed by law. A misstatement or other mistake of fact shall be corrected when it becomes known and the Administrator shall make such adjustment on account thereof as it considers equitable and practicable.

GOODRX HOLDINGS, INC.

NON-EMPLOYEE DIRECTOR COMPENSATION PROGRAM

Amended and restated effective as of July 8, 2024

Eligible Directors (as defined below) on the board of directors (the “**Board**”) of GoodRx Holdings, Inc. (the “**Company**”) shall be eligible to receive cash and equity compensation as set forth in this Non-Employee Director Compensation Program (this “**Program**”). The cash and equity compensation described in this Program shall be paid or be made, as applicable, automatically as set forth herein and without further action of the Board, to each member of the Board who is not an employee of the Company or any of its parents, affiliates or subsidiaries and who is determined by the Board to be eligible to receive compensation under this Program (each, an “**Eligible Director**”), who may be eligible to receive such cash or equity compensation, unless such Eligible Director declines the receipt of such cash or equity compensation by written notice to the Company.

This Program, as amended, shall become effective as of the date first set forth above (the “**Effective Date**”) and shall remain in effect until it is revised or rescinded by further action of the Board. This Program may be amended, modified or terminated by the Board at any time in its sole discretion. No Eligible Director shall have any rights hereunder, except with respect to equity awards granted pursuant to Section 2 of this Program.

1. Cash Compensation.

a. Annual Retainers. Each Eligible Director shall be eligible to receive an annual cash retainer of \$30,000 for service on the Board.

b. Additional Annual Retainers. An Eligible Director shall be eligible to receive the following additional annual retainers, as applicable:

(i) Audit and Risk Committee. An Eligible Director serving as Chairperson of the Audit and Risk Committee shall be eligible to receive an additional annual retainer of \$20,000 for such service. An Eligible Director serving as a member of the Audit and Risk Committee (other than the Chairperson) shall be eligible to receive an additional annual retainer of \$10,000 for such service.

(ii) Compensation Committee. An Eligible Director serving as Chairperson of the Compensation Committee shall be eligible to receive an additional annual retainer of \$15,000 for such service. An Eligible Director serving as a member of the Compensation Committee (other than the Chairperson) shall be eligible to receive an additional annual retainer of \$10,000 for such service.

(iii) Nominating and Corporate Governance Committee. An Eligible Director serving as Chairperson of the Nominating and Corporate Governance Committee shall be eligible to receive an additional annual retainer of \$10,000 for such service. An Eligible Director serving as a member of the Nominating and Corporate Governance Committee (other than the Chairperson) shall be eligible to receive an additional annual retainer of \$10,000 for such service.

(iv) Innovation Committee. An Eligible Director serving as Chairperson of the Innovation Committee shall be eligible to receive an additional annual retainer of \$15,000 for

such service. An Eligible Director serving as a member of the Innovation Committee (other than the Chairperson) shall be eligible to receive an additional annual retainer of \$10,000 for such service.

c. Payment of Retainers. The annual cash retainers described in Sections 1(a) and 1(b) shall be earned on a quarterly basis based on a calendar quarter and shall be paid by the Company in arrears not later than 30 days following the end of each calendar quarter. In the event an Eligible Director does not serve as a director, or in the applicable positions described in Section 1(b), for an entire calendar quarter, the retainer paid to such Eligible Director shall be prorated for the portion of such calendar quarter actually served as a director, or in such position, as applicable.

2. Equity Compensation.

a. General. Eligible Directors automatically shall be granted the equity awards described below. The awards described below shall be granted under and shall be subject to the terms and provisions of the Company's 2020 Incentive Award Plan or any other applicable Company equity incentive plan then-maintained by the Company (such plan, as may be amended from time to time, the "**Equity Plan**") and may be granted subject to the execution and delivery of award agreements, including attached exhibits, in substantially the forms approved by the Board prior to or in connection with such grants. All applicable terms of the Equity Plan apply to this Program as if fully set forth herein, and all grants of equity awards hereby are subject in all respects to the terms of the Equity Plan. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Equity Plan.

b. Initial Awards.

i. Each Eligible Director who is initially elected or appointed to serve on the Board after the Effective Date automatically shall be granted a Restricted Stock Unit award with a value of \$420,000 (the "**Initial Equity Award**"). The number of Restricted Stock Units subject to an Initial Equity Award will be determined by dividing the value by the 30-calendar-day average closing price for the Company's common stock through and including the date prior to the applicable grant date (with any fractional Restricted Stock Units being rounded down to the next whole number). The Initial Equity Award shall be granted on the date on which such Eligible Director is appointed or elected to serve on the Board, and shall vest as to one-third of the shares underlying the Initial Equity Award on each of the first three anniversaries of the applicable grant date, such that the Initial Equity Award is fully vested on the third anniversary of the grant date, subject to such Eligible Director's continued service through the applicable vesting date.

c. Annual Awards.

i. An Eligible Director who is serving on the Board as of the date of the annual meeting of the Company's stockholders (the "**Annual Meeting**") each calendar year automatically shall be granted a Restricted Stock Unit award with a value of \$230,000 (an "**Ongoing Annual Award**"). The number of Restricted Stock Units subject to an Annual Award will be determined by dividing the value by the 30-calendar-day average closing price for the Company's common stock through and including the date prior to the applicable grant date (with any fractional Restricted Stock Units being rounded down to the next whole number). Each Annual Award shall be

granted on the date of the applicable Annual Meeting and shall vest in full on the earlier to occur of (i) the one-year anniversary of the applicable grant date and (ii) the date of the next Annual Meeting following the grant date, subject to continued service through the applicable vesting date.

ii. If an Eligible Director is elected or appointed to serve on the Board at any time other than at an Annual Meeting, such Eligible Director automatically shall be granted a Restricted Stock Unit award (a “ *Pro-Rated Annual Award*” and together with the Ongoing Annual Awards, the “ *Annual Awards*”; and the Annual Awards, together with the Initial Equity Award, the “ *Director Equity Awards*”). The number of Restricted Stock Units subject to a Pro-Rated Annual Award will be determined by multiplying (x) \$230,000, by (y) a fraction, the numerator of which is the remainder of 365 minus the number of days between the adjournment of the last Annual Meeting and the date of the election or appointment, and the denominator of which is 365, and then dividing the value by the 30-calendar-day average closing price for the Company’s common stock through and including the date prior to the applicable grant date (with any fractional Restricted Stock Units being rounded down to the next whole number). Each Pro-Rated Annual Award shall be granted on the date of such applicable election or appointment and shall vest in full on the earlier to occur of (i) the one-year anniversary of the date of the last Annual Meeting preceding the grant date and (ii) the date of the next Annual Meeting following the grant date, subject to continued service through the applicable vesting date.

d. Accelerated Vesting Events . Notwithstanding the foregoing, an Eligible Director’s Director Equity Award(s) shall vest in full immediately prior to the occurrence of a Change in Control, other than a Non-Transactional Change in Control, to the extent outstanding at such time.

e. Deferred Compensation Plan. Eligible directors may elect to participate in the Company’s Deferred Compensation Plan for Directors (the “ *DCP*”) pursuant to the terms and conditions of the DCP, as in effect from time to time.

3. Compensation Limits . Notwithstanding anything to the contrary in this Program, all compensation payable under this Program will be subject to any limits on the maximum amount of non- employee Director compensation set forth in the Equity Plan, as in effect from time to time.

CERTIFICATION

I, Scott Wagner, certify that:

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

Date: August 8, 2024

By: _____ /s/ Scott Wagner
Scott Wagner
Interim Chief Executive Officer
(Principal Executive Officer)

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

In connection with the Quarterly Report on Form 10-Q of GoodRx Holdings, Inc. (the "Company") for the period ended June 30, 2024 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that, to the best of my knowledge:

- (1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: August 8, 2024

By: _____
/s/ Scott Wagner
Scott Wagner
Interim Chief Executive Officer
(Principal Executive Officer)

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

In connection with the Quarterly Report on Form 10-Q of GoodRx Holdings, Inc. (the "Company") for the period ended June 30, 2024 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that, to the best of my knowledge:

- (1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: August 8, 2024

By: _____
/s/ Karsten Voermann
Karsten Voermann
Chief Financial Officer
(Principal Financial Officer)

