
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 OR 15(d) of the
Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): **June 4, 2021**

VIMEO, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-40420
(Commission
File No.)

85-4334195
(I.R.S. Employer
Identification No.)

555 West 18th Street, New York, NY
(Address of principal executive offices)

10011
(Zip Code)

Registrant's telephone number, including area code: **(212) 314-7300**

(Former name or former address, if changed since last report)

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

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

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

(Title of each class)	(Trading Symbol(s))	(Name of each exchange on which registered)
Common Stock, par value \$0.01	VME0	The Nasdaq Stock Market LLC (Nasdaq Global Select Market)

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

Emerging growth company

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

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

As previously announced, on May 25, 2021, Vimeo, Inc. (“Vimeo” or the “Company”) became an independent, publicly traded company as a result of the completion of a series of transactions (the “Spin-off”) separating the Vimeo business from the other businesses of IAC/InterActiveCorp (“IAC”). In connection with the consummation of the Spin-off, pursuant to which Vimeo equity awards were issued as part of the adjustment of certain outstanding IAC equity awards, on June 7, 2021, Vimeo entered into a Restricted Stock Agreement (the “RSA”) with Joseph Levin, IAC’s Chief Executive Officer and the Chairman of the Vimeo board of directors. The terms of the RSA were determined pursuant to the existing requirements of Mr. Levin’s restricted stock agreement with IAC as in effect prior to the Spin-off. The material terms of the RSA are described below.

The RSA provides for a grant of 4,870,500 shares of Vimeo restricted common stock (“Vimeo Restricted Shares”), that cliff vest on November 5, 2030, based on satisfaction of the stock price targets set forth below and Mr. Levin’s continuous service as a Vimeo director through the vesting date. The number of Vimeo Restricted Shares subject to the RSA is the result of the number of shares of common stock, par value \$0.0001, of IAC subject to Mr. Levin’s restricted stock agreement with IAC, multiplied by 1.6235, the exchange ratio in the Spin-off.

Vimeo Stock Price	Number of Shares Vesting
less than \$29.43	0
\$29.43	811,750
\$37.45	3,247,000
\$47.38	4,464,625
\$59.63 or greater	4,870,500

Mr. Levin may elect to accelerate vesting of the Vimeo Restricted Shares, effective on the 6th, 7th, 8th or 9th anniversary of the original effective date of the IAC restricted stock agreement (November 5, 2020) (the “Effective Date”), in which case performance will be measured through such date, and Mr. Levin will receive a pro-rated portion of the award (based on the years elapsed from the Effective Date) and any remaining shares will be forfeited. The applicable stock price goals are proportionately lower on the earlier vesting dates. Mr. Levin is not permitted to transfer any shares that vest pursuant to an early vesting election until the tenth anniversary of the Effective Date.

Upon a termination of Mr. Levin’s service as a Vimeo director due to Mr. Levin’s failure to be elected to the board at a time when he has agreed to serve as a director (subject to certain exceptions, including Mr. Levin’s removal from the board for Cause (as defined in the RSA) or Mr. Levin’s failure to be elected to the board following the occurrence of Cause) on or prior to the fourth anniversary of the Effective Date, 2,435,250 of the Vimeo Restricted Shares will vest. Upon a termination as described in the immediately preceding sentence after the fourth anniversary of the Effective Date, a pro-rata portion of the Vimeo Restricted Shares will vest based on the product obtained by multiplying (1) 4,870,500 by (2) a fraction, (a) the numerator of which equals the sum (not to exceed 120) of (i) the number of full and partial months from the Effective Date through the service termination date and (ii) twenty-four, and (b) the denominator of which equals 120.

In the event of Mr. Levin’s death or disability, the Vimeo Restricted Shares will vest based on stock price performance through the date of service termination (taking into account the shortened performance period), subject to pro-ration based on the portion of the full term that has elapsed through the termination date. In addition, a specified percentage of the Vimeo Restricted Shares ranging from 30% to 100% will vest upon a Change in Control (as defined in the RSA Agreement), depending on the timing of such Change in Control.

Mr. Levin has the right to vote the Vimeo Restricted Shares prior to vesting and will be entitled to receive ordinary course cash dividends (on a current, unrestricted basis) on a specified number of Vimeo Restricted Shares as set forth in the RSA. Under the terms of the RSA, Mr. Levin will share (by forfeiting shares otherwise earned) with Vimeo employees ten percent of the portion of the award that vests.

The above summary of the RSA is not complete and is qualified in its entirety by reference to the full text of the agreement, which is attached hereto as Exhibit 10.1 and incorporated herein by reference.

Item 8.01. Other Events.

On June 4, 2021, Barry Diller, Chairman and Senior Executive of IAC, and certain affiliated entities (collectively, the “Diller Parties”) entered into a Voting Agreement with Mr. Levin (the “Voting Agreement”), providing for the following:

Board Election. The Diller Parties agreed to vote all shares of common stock, par value \$0.01, of the Company (“Common Stock”) and Class B common stock, par value \$0.01, of the Company (“Class B Common Stock”) held by them in favor of Mr. Levin’s election to the Vimeo board of directors at each meeting of Vimeo stockholders at which Mr. Levin stands for election.

Contingent Matters. Prior to a vote of Vimeo stockholders being taken on specified Contingent Matters (as defined below), Mr. Diller (or following Mr. Diller’s death or disability, Alexander von Furstenberg or his successor), in consultation with the other Diller Parties, and Mr. Levin will seek agreement on how to vote the shares of Common Stock and Class B Common Stock held by the Diller Parties. If an agreement is not reached to support the proposed Contingent Matter, the Diller Parties will vote all shares of Common Stock and Class B Common Stock held by them against the proposal. “Contingent Matters” include, subject to specified exceptions: (i) a material acquisition or disposition of any assets or business by Vimeo or its subsidiaries, (ii) the entry into a material new line of business and (iii) the spin-off or split off to Vimeo stockholders of (or similar transaction involving) a material business of the Company.

Right of First Discussion. If any of the Diller Parties determines to sell shares of Class B Common Stock to a person other than a Permitted Holder (as defined in the Vimeo, Inc. 2021 Stock and Annual Incentive Plan), they will discuss with Mr. Levin selling the shares to him prior to such other sale.

Termination. The Voting Agreement will automatically terminate upon a Change in Control of Vimeo (as defined in the Voting Agreement) or the termination of Mr. Levin’s service as a director of Vimeo.

The above summary is not complete and is qualified in its entirety by reference to the full text of the Voting Agreement, which is filed as Exhibit 99.1 hereto and incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

- (d) Exhibits.

Exhibit No.	Description of Document
10.1	Restricted Stock Agreement, dated as of June 7, 2021, by and between Vimeo, Inc. and Joseph M. Levin.
99.1	Voting Agreement, dated as of June 4, 2021, by and among Barry Diller, The Arrow 1999 Trust, dated September 16, 1999, as amended, The AVF Trust U/A/D February 17, 2016, The TVF Trust U/A/D February 17, 2016, The TALT Trust U/A/D February 17, 2016, and Joseph M. Levin (filed as Exhibit 1 to the Schedule 13D filed by Barry Diller with respect to Vimeo, Inc. on June 4, 2021 and incorporated herein by reference).
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101).

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 hereunto duly authorized.

VIMEO, INC.

By: /s/ Michael A. Cheah
Name: Michael A. Cheah
Title: General Counsel and Secretary

Date: June 8, 2021

RESTRICTED STOCK AGREEMENT

THIS RESTRICTED STOCK AGREEMENT (this “*Agreement*”), dated as of June 7, 2021, is between Vimeo, Inc. (“*Vimeo*”) and Joseph Levin (“*Levin*”).

Capitalized terms used in this Agreement, to the extent not defined, shall have the meanings set forth in the Vimeo, Inc. 2021 Stock and Annual Incentive Plan (the “*Plan*”).

1. **Definitions**

(a) “*Cause*” shall mean the occurrence of any of the following after the date of this Agreement (i) the plea of guilty or nolo contendere to, or conviction for, the commission of a felony offense by Levin; or (ii) a willful and material violation by Levin of Vimeo policies pertaining to ethics, wrongdoing or conflicts of interest that results in, or would reasonably be expected to result in material harm to Vimeo or its reputation; provided, that in no event shall “*Cause*” have occurred pursuant to clause (ii) unless (x) an event or circumstance constituting “*Cause*” shall have occurred and the Company provides Levin with written notice thereof within thirty (30) days after any member of the Board (other than Levin) has knowledge of the occurrence or existence of such event or circumstance, which notice specifically identifies the event or circumstance that the Company believes constitutes Cause, (y) Levin fails to cure the circumstance or event so identified (if curable) within thirty (30) days after the receipt of such notice, and (z) within ninety (90) days of such notice there will have been delivered to Levin a copy of a resolution duly adopted by at least seventy-five percent (75%) of the members of the Board, excluding Levin, after reasonable notice is provided to Levin and Levin is given an opportunity, together with counsel, to be heard before the Board, finding that, in the good faith opinion of such directors, Levin has engaged in conduct constituting Cause and specifying the particulars thereof in reasonable detail (it being understood that the determination of whether Cause occurred is a question of fact and shall be subject to de novo review by the applicable courts in any dispute pursuant to Section 12 without deference to any opinion rendered by such directors).

(b) “*CAGR*” shall have the meaning set forth on *Exhibit A* to this Agreement.

(c) “*Change in Control*” shall have the meaning set forth in the Plan; provided, however, that the occurrence of the following shall also constitute a Change in Control for purposes of this Agreement (with capitalized terms in the excerpt below having the meanings set forth in the Plan):

The acquisition by any individual entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Exchange Act), other than a Permitted Holder, of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of equity securities of the Company representing both (a) more than 35% of the voting power of the then Outstanding Company Voting Securities and (b) more than the aggregate voting power of the then Outstanding Company Voting Securities represented by the equity securities held by the Permitted Holders; *provided, however*, that for purposes of this item, the following acquisitions shall not constitute a Change in Control: (A) any acquisition by Vimeo, (B) any acquisition directly from Vimeo, (C) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by Vimeo or any corporation controlled by Vimeo, or (D) any acquisition by Levin or his Affiliates.

(d) “**Disability**” shall have the meaning ascribed to such term in the Plan.

(e) “**Early Settlement Election**” means Levin’s election to settle the Award, effective on the sixth, seventh, eighth or ninth anniversary of the Effective Date, as applicable, by providing written notice to Vimeo no earlier than one year prior to the early settlement date and no later than one hundred eighty days prior to the early settlement date.

(f) “**Effective Date**” means November 5, 2020.

(g) “**Pro-Ration Factor**” means a fraction (not to exceed 1), (i) the numerator of which equals the number of full and partial months from the Effective Date through the date Levin’s service as a Vimeo director terminates, and (ii) the denominator of which equals 120.

(h) “**Qualifying Termination**” means a termination of Levin’s service as a Vimeo director (other than as a result of death or Disability) due to Levin’s failure to be elected to the Board at a time when Levin has agreed to serve as a director, but excluding Levin’s removal from the Board for Cause or Levin’s failure to be elected to Board following the occurrence of Cause.

(i) “**Vimeo Class B Common Stock**” means Class B common stock of Vimeo, \$0.01 par value per share.

(j) “**Vimeo Common Stock**” means common stock of Vimeo, \$0.01 par value per share.

(k) “**Vimeo FMV**” means the average of the closing prices of a share of Vimeo Common Stock on the NASDAQ Stock Market (or other applicable exchange) on the five trading days preceding the date of measurement.

(l) “**Voting Agreement**” means the Voting Agreement, of even date herewith, by and among Barry Diller, the Diller Parties (as defined therein) and Levin.

2. **Restricted Stock Award.**

(a) *Award.* This Agreement covers 4,870,500 shares of Restricted Stock (the “**Award**”) under the Plan which shares were received in connection with the separation of Vimeo from IAC/InterActiveCorp (“**IAC**”) in respect of the 3,000,000 shares of restricted common stock of IAC granted by IAC to Levin on the Effective Date (the “**IAC Award**”). The shares of Restricted Stock covered by this Award shall be issued in the form of a book entry of shares in Levin’s name as soon as reasonably practicable after the date of this Agreement. The book entry relating to the Award shall include a notation reflecting the restrictions on transfer applicable to the shares of Restricted Stock covered by the Award.

(b) *Restrictions on Transfer.* Until such time (and to such extent) as the Award vests, and, in the case of vesting of the Award in connection with an Early Settlement Election, until the tenth anniversary of the Effective Date, neither the Award, nor the shares of Vimeo Common Stock covered by the Award, shall be transferable by Levin by means of sale, assignment, exchange, encumbrance, pledge, hedge or otherwise; *provided, however*, that Levin may transfer shares of Restricted Stock to Levin’s spouse or children (collectively, “*Family Members*”), trusts for the benefit of such Family Members, family limited partnerships or family limited liability companies the partners or members of which are any of the foregoing, and, upon the death of Levin, Levin’s executor, administrator and heirs (each, a “*Permitted Transfer*”), in each case subject to the vesting of such shares and the forfeiture of such shares if they do not vest in accordance with the terms of this Agreement; *provided further*, that in each case no Permitted Transfer shall be effective unless and until the transferee of the shares of Restricted Stock executes and delivers to Vimeo an appropriate document, satisfactory to Vimeo, in which such Permitted Transferee agrees that it shall be bound in the same manner as Levin by, and that its beneficial ownership of any shares of Restricted Stock covered by the Award shall be subject to, all the terms and conditions provided in this Agreement, including the vesting and forfeiture provisions. Notwithstanding the foregoing, any rights or obligations under this Agreement that arise in connection with a termination of service as a director of Vimeo shall be based on Levin’s termination of service as a Vimeo director.

3. **Vesting of Award**

(a) *Regular Vesting.* Subject to the terms and conditions of this Agreement, the provisions of the Plan and Levin’s continuous service as a Vimeo director through the ten year anniversary of the Effective Date, the Award will vest based on the Vimeo FMV as of the tenth anniversary of the Effective Date with respect to the number of shares of Vimeo Common Stock determined in accordance with the “Regular Vesting Matrix” below and Levin shall forfeit any portion of the Award that does not so vest:

Regular Vesting Matrix

<i>Vimeo FMV</i>	<i>Number of Shares</i>
less than \$29.43	0
\$29.43	811,750
\$37.45	3,247,000
\$47.38	4,464,625
\$59.63 or greater	4,870,500

The “Number of Shares” earned for a Vimeo FMV between \$29.43 and \$37.45, between \$37.45 and \$47.38 or between \$47.38 and \$59.63 shall be determined by straight line interpolation.

(b) *Early Settlement Election.* If Levin makes a valid Early Settlement Election, then, subject to the terms and conditions of this Agreement, the provisions of the Plan and Levin’s continuous service as a Vimeo director through the applicable Effective Date anniversary designated in the Early Settlement Election notice, the Award will vest with respect to the number of shares of Vimeo Common Stock determined in accordance with the “Early Settlement Vesting Matrix” below based on the Vimeo FMV on the applicable Effective Date anniversary and Levin shall forfeit any portion of the Award that does not so vest; *provided, however,* that Levin agrees that he shall not transfer or dispose of any such vested shares of Vimeo Common Stock prior to the tenth anniversary of the Effective Date and that Vimeo and Levin will make arrangements that are reasonably satisfactory to Vimeo to ensure Levin’s compliance with this transfer restriction.

Early Settlement Vesting Matrix

Early Vesting Date	Vimeo FMV	Number of Shares
6th Anniversary		
(6 yrs = 60%)	\$ 26.66	487,050
	\$ 30.81	1,948,200
	\$ 35.48	2,678,775
	\$ 40.73	2,922,300
7th Anniversary		
(7 yrs = 70%)	\$ 27.33	568,225
	\$ 32.35	2,272,900
	\$ 38.14	3,125,238
	\$ 44.80	3,409,350
8th Anniversary		
(8 yrs = 80%)	\$ 28.01	649,400
	\$ 33.97	2,597,600
	\$ 41.00	3,571,700
	\$ 49.28	3,896,400
9th Anniversary		
(9 yrs = 90%)	\$ 28.71	730,575
	\$ 35.67	2,922,300
	\$ 44.08	4,018,163
	\$ 54.21	4,383,450

The “Number of Shares” earned on any Early Vesting Date for achievement between two Vimeo FMVs shall be determined by straight line interpolation.

(c) *Qualifying Termination.* Upon a Qualifying Termination, the Award will vest with respect to the number of shares of Vimeo Common Stock determined in accordance with the “Qualifying Termination Vesting Matrix” below and Levin shall forfeit any portion of the Award that does not so vest.

Qualifying Termination Vesting Matrix	
Qualifying Termination Date	Number of Shares
On or prior to 4 th Anniversary of the Effective Date	2,435,250
After 4th Anniversary of the Effective Date	Pro rata, based on the product obtained by multiplying (1) 4,870,500 by (2) a fraction, (a) the numerator of which equals the sum (not to exceed 120) of (i) the number of full and partial months from the Effective Date through the date of the Qualifying Termination and (ii) twenty-four, and (b) the denominator of which equals 120.

(d) *Death or Disability.* If Levin’s service as a Vimeo director terminates due to Levin’s death or Disability, then, Levin or Levin’s estate shall remain eligible to earn a number of shares of Vimeo Common Stock equal to the product obtained by multiplying (i) the “Number of Shares” determined by the “Death or Disability Matrix” set forth below by (ii) the Pro-Ration Factor.

Death or Disability Vesting Matrix	
<i>Performance</i>	<i>Number of Shares</i>
Less than Tier 1	0
Tier 1	811,750
Tier 2	3,247,000
Tier 3	4,464,625
Tier 4	4,870,500

The “Number of Shares” earned for achievement between Tier 1 and Tier 2, between Tier 2 and Tier 3 or between Tier 3 and Tier 4 shall be determined by straight line interpolation.

(e) *Cause Finding.* If Cause occurs, then Levin immediately shall forfeit any then unvested portion of the Award. This remedy shall be without prejudice to, or waiver of, any other remedies Vimeo and/or its Subsidiaries and/or its Affiliates may have in such event.

(f) *Other Terminations of Service.* Upon any termination of Levin’s service as a Vimeo director for any reason, prior to the vesting of the Award, other than a termination of Levin’s service covered by Section 3(c) or Section 3(d), any unvested portion of the Award shall be forfeited and canceled in its entirety effective immediately upon such event.

(g) *Change in Control.* Upon a Change in Control, a designated percentage of the Award will vest as set forth below based on the timing of the Change in Control relative to the Effective Date:

Change in Control Date	% of Vimeo Award
Prior to 3 rd Anniversary	30%
Between 3 rd and 4 th Anniversary	40%
Between 4 th and 5 th Anniversary	50%
Between 5 th and 6 th Anniversary	60%
Between 6 th and 7 th Anniversary	70%
Between 7 th and 8 th Anniversary	80%
Between 8 th and 9 th Anniversary	90%
Between 9 th and 10 th Anniversary	100%

(h) **[RESERVED]**

(i) *Vesting Limits/Award Sharing.* Notwithstanding anything to the contrary contained in this Agreement, upon a vesting event under this Section 3, Levin will forfeit 10% of the portion of the Award that vests (the shares covered by such forfeited portion of the Award that vests, rounded down to the nearest whole share, the “*Shared Award Shares*”) shall be allocated by the Compensation Committee among employees of Vimeo and its Subsidiaries with a presumptive emphasis on employees whose annual compensation falls in the bottom quartile of annual compensation of all employees of Vimeo and its Subsidiaries as determined in the reasonable discretion of the Compensation Committee after taking into account Levin’s recommendation if Levin continues to serve as a director of Vimeo as of the date of such determination by the Compensation Committee.

4. **Adjustments**

The Award, including the applicable performance goals, shall be subject to adjustment pursuant to Section 3(d) of the Plan, as determined by the Compensation Committee or the Board (with Levin recusing himself from any such Board determination) in a reasonable, good faith manner designed to be consistent with the underlying principles and overall intent and thrust of (a) this Agreement and (b) the Voting Agreement and (c) the IAC Award.

5. **Release of Shares**

Subject to Levin's satisfaction of the tax obligations described immediately below under "Taxes and Withholding," and the requirements of Section 3(b) of this Agreement, evidence of the removal of the restrictions on shares of Restricted Stock that have vested under this Agreement shall be provided to Levin as soon as practicable following the date on which the restrictions on such shares of Restricted Stock have lapsed. Notwithstanding the foregoing, Vimeo shall be entitled to maintain the restrictions on transfer applicable to the shares of Restricted Stock that have vested under this Agreement until Vimeo or the agent selected by Vimeo to administer the Plan (the "**Agent**") has received from Levin: (i) a duly executed Form W-9 or W-8, as applicable or (ii) payment for any federal, state, local or foreign taxes of any kind required by law to be withheld with respect to such Award.

6. **Taxes and Withholding**

No later than the date as of which an amount in respect of any portion of the Award first becomes includible in Levin's gross income for federal, state, local or foreign income or employment or other tax purposes, Vimeo or its Subsidiaries and/or Affiliates shall deduct any federal, state, local or foreign taxes of any kind required by law to be withheld with respect to such amount due to Levin by reducing the number of shares of Vimeo Common Stock issued upon settlement of the Award that gives rise to the withholding requirement. In the event shares of Vimeo Common Stock are deducted to cover tax withholdings, the number of shares of Vimeo Common Stock withheld shall generally have a value based on the Vimeo FMV equal to the aggregate amount of Vimeo's withholding obligation on the same date. If the event that any such deduction and/or withholding is prohibited by law, Levin shall, prior to or contemporaneously with the vesting of the Award, pay to Vimeo, or make arrangements satisfactory to Vimeo regarding the payment of, any federal, state, local or foreign taxes of any kind required by law to be withheld with respect to such amount.

7. **[RESERVED]**

8. **Rights as a Stockholder**

Except as otherwise specifically provided in the Plan or this Agreement, Levin shall have, with respect to the shares of Restricted Stock covered by the Award, all of the rights of a stockholder of Vimeo holding shares of Vimeo Common Stock, including, if applicable, the right to vote the shares of Restricted Stock; *provided, however*, that (a) cash dividends on shares of restricted Vimeo Common Stock covered by the Award shall be paid solely with respect to the number of shares of restricted Vimeo Common Stock determined in accordance with the "Ordinary Cash Dividend Determination Matrix" set forth below, and (b) subject to any adjustment pursuant to Section 3(d) of the Plan, dividends payable in shares of Vimeo Common Stock shall be paid in the form of shares of Restricted Stock, held subject to the vesting of the shares of Restricted Stock covered by the Award.

Ordinary Cash Dividend Determination Matrix

<i>Performance</i>	<i>Number of Shares</i>
Below Tier 1	0
Tier 1	811,750
Tier 2	3,247,000
Tier 3	4,464,625
Tier 4	4,870,500

The “Number of Shares” with respect to which ordinary cash dividends shall be paid with respect to any given dividend record date for achievement between Tier 1 and Tier 2, between Tier 2 and Tier 3 or between Tier 3 and Tier 4 shall be determined by straight line interpolation.

9. Conflicts and Interpretation

In the event of any conflict between this Agreement and the Plan, the Plan shall control; *provided* that (a) an action or provision that is permissive under the terms of the Plan, and required under this Agreement, shall not be deemed a conflict and this Agreement shall control and (b) in all other cases the Plan shall be interpreted in a manner that gives maximum effect to the terms of this Agreement. In the event of any ambiguity in this Agreement, or any matters as to which this Agreement is silent, the Plan shall govern including, without limitation, the provisions thereof pursuant to which the Compensation Committee has the power, among others, to: (x) interpret the Plan, (y) prescribe, amend and rescind rules and regulations relating to the Plan and (z) make all other determinations deemed necessary or advisable for the administration of the Plan; provided that, in the event of a dispute between Vimeo and Levin, Section 12 of this Agreement will apply and the court need not give deference to any Compensation Committee interpretation.

10. Amendment

This Agreement and the Award shall not be modified in any respect except by a writing executed by each party hereto.

11. **Data Protection**

The acceptance of the Award constitutes Levin's authorization of the release from time to time to Vimeo or any of its Subsidiaries or Affiliates and to the Agent (together, the "Relevant Companies") of any and all personal or professional data that is necessary or desirable for the administration of the Award and/or the Plan (the "**Relevant Information**"). Without limiting the above, this authorization permits Vimeo to collect, process, register and transfer to the Relevant Companies all Relevant Information (including any professional and personal data that may be useful or necessary for the purposes of the administration of the Award and/or the Plan and/or to implement or structure any further grants of equity awards (if any)). The acceptance of the Award also constitutes Levin's authorization of the transfer of the Relevant Information to any jurisdiction in which Vimeo or the Agent considers appropriate. Levin shall have access to, and the right to change, the Relevant Information, which will only be used in accordance with applicable law.

12. **Governing Law; Jurisdiction**

This Agreement and the legal relations thus created between the parties hereto (including, without limitation, any dispute arising out of or related to this Agreement) shall be governed by and construed under and in accordance with the internal laws of the State of Delaware without reference to its principles of conflicts of laws. Any dispute under this Agreement will be heard and determined before the Delaware Chancery Court located in Wilmington, Delaware, or, if not maintainable therein, then in an appropriate federal court located in Wilmington, Delaware, and each party hereto submits itself and its property to the non-exclusive jurisdiction of the foregoing courts with respect to such disputes. Each party hereto (a) agrees that service of process may be made by mailing a copy of any relevant document to the address of the party set forth in the Employment Agreement, (b) waives to the fullest extent permitted by law any objection which it may now or hereafter have to the courts referred to above on the grounds of inconvenient forum or otherwise as regards any dispute between the parties hereto arising out of or related to this Agreement, (c) waives to the fullest extent permitted by law any objection which it may now or hereafter have to the laying of venue in the courts referred to above as regards any dispute between the parties hereto arising out of or related to this Agreement and (d) agrees that a judgment or order of any court referred to above in connection with any dispute between the parties hereto arising out of or related to this Agreement is conclusive and binding on it and may be enforced against it in the courts of any other jurisdiction.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Vimeo has caused this Agreement to be executed and delivered by its duly authorized officer and Levin has executed and delivered this Agreement on June 7, 2021.

VIMEO, INC.

/s/ Michael A. Cheah

By: Michael A. Cheah

Title: General Counsel and Secretary

/s/ Joseph Levin

JOSEPH LEVIN

“**CAGR**” shall mean, with respect to a specified period of years (including partial years), the compounded annual growth rate, expressed as a percentage, rounded to four decimal places, in the value of Vimeo Common Stock during such period calculated as:

$$(A/B)^{1/C} \text{ minus } 1$$

where:

“A” equals the Vimeo FMV on the date of measurement;

“B” equals \$22.99; and

“C” equals the number of years, including any fraction of a year, from the Effective Date through the date of measurement.

Illustrative Example of CAGR Calculation

$$(A/B)^{1/C} \text{ minus } 1$$

“A” equals \$350, the Vimeo FMV on the sixth anniversary of the Effective Date;

“B” equals \$22.99; and

“C” equals 6.

$$(\$350/\$22.99)^{1/6} \text{ minus } 1 = 57.4302\% \text{ CAGR}$$

For purposes of the “Death or Disability Vesting Matrix” and the “Ordinary Cash Dividend Determination Matrix”:

“**Tier 1**” means achievement of the CAGR implied by the second row of the “Regular Vesting Matrix” (\$29.43) for the period from the Effective Date through the date of Levin’s termination of employment due to death or Disability, in the case of the Death or Disability Vesting Matrix, or through the applicable dividend record date in the case of the Ordinary Cash Dividend Determination Matrix.

“**Tier 2**” means achievement of the CAGR implied by the third row of the “Regular Vesting Matrix” (\$37.45) for the period from the Effective Date through the date of Levin’s termination of employment due to death or Disability, in the case of the Death or Disability Vesting Matrix, or through the applicable dividend record date in the case of the Ordinary Cash Dividend Determination Matrix.

“Tier 3” means achievement of the CAGR implied by the fourth row of the “Regular Vesting Matrix” (\$47.38) for the period from the Effective Date through the date of Levin’s termination of employment due to death or Disability, in the case of the Death or Disability Vesting Matrix, or through the applicable dividend record date in the case of the Ordinary Cash Dividend Determination Matrix.

“Tier 4” means achievement of the CAGR implied by the fifth row of the “Regular Vesting Matrix” (\$59.63 or greater) for the period from the Effective Date through the date of Levin’s termination of employment due to death or Disability, in the case of the Death or Disability Vesting Matrix, or through the applicable dividend record date in the case of the Ordinary Cash Dividend Determination Matrix.
