



Applovin Corporation's Anti-Bribery/Anti-Corruption Policy and Procedures Manual

(Adopted on December 1, 2020)

Applovin Corporation (together with its affiliates and subsidiaries, the “**Company**” or “**AppLovin**”) has zero tolerance for bribery and other forms of corruption. Our policy on bribery and corruption reflects our commitment to conducting business in accordance with all applicable anti-corruption laws and regulations and in accordance with the highest ethical standards.

In addition to applying to our directors, officers and employees, our zero tolerance for bribery and other forms of corruption applies to all individuals and entities that provide services or goods to or act or purport to act for or on behalf of our Company.

Corrupt conduct can have severe legal consequences for our Company as well as those who have engaged in, approved or acquiesced in such conduct. The potential consequences include heavy fines, imprisonment, termination of a tainted contractual arrangement, the repayment or sacrifice of ill-gotten gains, a ban on doing business with governments and government-owned entities and the appointment of a court appointed compliance monitor.

Corrupt conduct increasingly is being punished with lengthy prison terms for individuals who are deemed to have been responsible for the misconduct that occurred. As noted, simply acquiescing in corrupt conduct (knowing that corrupt conduct is about to or reasonably likely to occur and failing to stop it) can have severe legal consequences, including fines and imprisonment.

Corruption also can have a very negative effect upon our Company's reputation, leading to the termination of current business relationships as well as preventing our Company from taking advantage of future business opportunities.

Responsibilities

We expect our Company's directors, officers and employees to become familiar with and act in accordance with the policy and procedures in this manual. The same expectation applies to those acting or purporting to act on our Company's behalf or who provide services or goods to our Company.

This Policy applies to all directors, officers, and employees of AppLovin and its subsidiaries and affiliates, as well as its consultants, agents, contractors, business partners, and any other third-party representatives acting on or purporting to act on the Company's behalf (“**Representatives**,” and together with AppLovin's directors, officers and employees, “**Covered Persons**”). Each Covered Person is responsible for protecting our Company from legal exposure and for avoiding any situation that might compromise the reputation of AppLovin, its subsidiaries and affiliates and/or personnel.

No policy or procedures manual, however detailed, can cover every corruption issue that can arise. Nothing herein is intended or should be construed to require or induce any person or entity to act or refrain from acting in a manner that is inconsistent with, prohibited or penalized under the laws and regulations of the United States of America. If you have questions about what you should do in a particular situation, please talk with your manager, supervisor or a member of AppLovin's Legal Team.

The AppLovin Legal Team, in consultation with the CEO and CFO, has the responsibility and authority to determine the appropriate application and implementation of this policy and to implement procedures and instructions with respect to any requirements herein. The Chief Legal Officer shall keep the Audit Committee of the Company's board of directors apprised of any such actions and guidance.

If questions arise concerning the policy or procedures summarized in this manual, the bedrock rule is simple:

Ask first and act later, once you have obtained authoritative guidance.

Definitions

"Family Member" includes an individual's spouse or partner, son(s) and daughter(s), son(s)-in-law and daughter(s)-in-law, brother(s) and sister(s), step-brother(s) and step-sister(s), brother(s)-in-law and sister(s)-in-law, parents, parent(s)-in-law, step parent(s), cousin(s) once or twice removed and anyone living in the same household as the individual.

"Government Official" means:

- An officer or employee of any government or component of a government;
- A director, officer or employee of any entity in which a government or component of a government possesses a majority or controlling interest;
- A candidate for public office;
- A political party;
- A political party official;
- An officer or employee of a public international organization (e.g., the European Commission or World Bank); and
- An individual who is acting in an official capacity for or on behalf of (a) a government or component of a government, (b) an entity in which a government or component of a government possesses a majority or controlling interest, (c) a political party or (d) a public international organization, even if the individual is acting in such capacity temporarily and without compensation.

"Private Sector Individual" means an individual employed by another company in the private sector with which our Company is doing or seeking to do business.

Core Bribery Prohibition

No Covered Person may offer, promise, authorize, pay, acquiesce in or give money or anything else of value, directly or indirectly, to a Government Official or Private Sector Individual to improperly induce the individual to do or reward the individual for having done something desired by our Company or refrained from doing something disadvantaging our Company.

While this manual prohibits all forms of bribery, including bribes or offers of bribes to Private Sector Individuals, the bribery of Government Officials presents especially grave risks.

For example, Covered Persons must not offer, promise, authorize, pay or give things of value to a Government Official to:

- Prevent government action such as the imposition of a tax or fine or the cancellation of a government contract;
- Obtain a license or other authorization from a government department or agency;
- Obtain confidential information about business opportunities or the activities of competitors;
- Obtain approval to open a business development or other type of office, secure advantageous zoning or influence the award of a government contract;
- Influence the tax rate levied upon our Company;
- Obtain relief from current or proposed government controls or regulations;
- Resolve disputes with a government or government department or agency; or
- Convince a Government Official to make, or reward a Government Official for making, any other decision or taking any other action desired by or benefitting our Company.

Covered Persons also must not:

- Offer, pay or give things of value to Private Sector Individuals causing the recipient to violate, or rewarding the recipient for having violated, his or her duty of loyalty to his or her employer; or
- accept money or anything else of value from or on behalf of an individual who or entity that is doing or seeking to do business with our Company compromising, or potentially compromising, the recipient's duty of loyalty to our Company.

The foregoing requirements are illustrative rather than comprehensive. Anything of value that is offered, promised or given – directly or indirectly – to a Government Official or a Private Sector Individual can raise bribery concerns.

You must approach with equal care payments and the giving of other things of value to the Family Members of Government Officials or Private Sector Individuals, largely because benefits given to the Family Members of Government Officials or Private Sector Individuals often can be construed, or misconstrued, as having been intended to affect the conduct of the Government Official or Private Sector Individual to whom the recipient is related.

The requirements and limitations summarized above apply even if you or another Covered Person pays for the particular benefit using personal funds. Even if personal funds are used, our Company can be held, in certain circumstances, to be responsible if the offer or thing of value that was given assisted our Company in achieving a particular business objective.

The bribery laws and regulations to which you and all other Covered Persons are subject permit certain expenditures to be made by or on behalf of our Company unrelated to government decision making or the conduct of a Private Sector Individual. These are expenditures for which no “quid pro quo” (something that is done in return for something that is offered or given) is intended or expected. The most important of those are set out below.

Meals and Entertainment

Neither you nor any other Covered Person needs to seek pre-approval from a member of AppLovin's Legal Team to offer or pay up to \$200 USD per person for a meal or to entertain a Private Sector Individual or Family Member of such individual. But good judgment must be exercised so that the underlying intent or likely effect cannot reasonably be misconstrued and there must be a legitimate business justification for the hospitality and the hospitality must not be too frequent. Any contemplated meal or entertainment to be offered or provided to a Private Sector Individual or Family Member of such individual that exceeds \$200 USD per person requires prior written approval from the Legal Team.

The restrictions on entertaining Government Officials are more severe. All meals and entertainment offered or provided to Government Officials or Family Members of Government Officials require prior written approval from the Legal Team and must comply with the requirements summarized below. Neither you nor any other Covered Person may offer, provide or pay for a meal or entertain a Government Official or Family Member of a Government Official if the meal or entertainment is intended or is likely to (a) influence the Government Official to perform or decline to perform an official act or (b) reward the Government Official for an official act performed by the Government Official.

Each meal or entertainment that is offered or provided to a Government Official or Private Sector Individual must comply with all applicable laws and regulations, including government or corporate ethics rules, even if (a) you or some other Covered Person pays for the meal or entertainment with personal funds or (b) the Government Official or Private Sector Individual is legally responsible for any violations of the applicable laws or regulations or ethics rules that occur.

Offering or providing a meal or entertainment in response to a direct or indirect request of a Government Official, Private Sector Individual or Family Member is a high-risk situation and requires special review, analysis and prior written approval by the Legal Team.

In addition to the approval requirements above, neither you nor any other Covered Person may offer or provide a meal or entertainment to a Government Official, Private Sector Individual or Family Member unless the meal or entertainment is:

- infrequently provided to the same individual;
- appropriate for the occasion; and
- of a nature that would not embarrass our Company if publicly disclosed (e.g., our Company strictly prohibits offering or providing entertainment of a sexual nature, regardless of whether the recipient or proposed recipient works in the public or private sector).

If you or any other Covered Person provides or pays for a meal or entertainment for a Government Official, Private Sector Individual or their Family Member(s), the meal or entertainment must be properly documented to reflect (a) the recipient, (b) the recipient's organization and position, (c) a description of the meal or entertainment that was provided (including a description of the event, if applicable) and (d) the value of the meal or entertainment. In addition, the pertinent file should include a receipt showing what was paid for the meal or entertainment and confirmation that any approval that was needed was obtained before the meal or entertainment occurred.

Gifts

Offering or giving gifts to Government Officials, Private Sector Individuals and their Family Member(s) presents special risks and also requires a heightened degree of caution. In offering or giving such gifts you and all other Covered Persons must observe the following rules:

- Neither you nor any other Covered Person may offer or give a gift to a Government Official, Private Sector Individual or any of their Family Member(s) without prior written approval by the Legal Team.
- Neither you nor any other Covered Person may offer or give a gift to a Government Official, Private Sector Individual or their Family Member(s) with the intent of (a) influencing a Government Official or Private Sector Individual to perform or decline to perform an act or (b) rewarding a Government Official or Private Sector Individual for an act already performed.
- The foregoing means, among other things, that neither you nor any other Covered Person may offer or give a gift to a Government Official, Private Sector Individual or their Family Member(s) if it reasonably could be expected to affect the conduct of a Government Official or Private Sector Individual or reward a Government Official or Private Sector Individual for an act already performed.
- Each gift that you or any other Covered Person offers or gives to a Government Official, Private Sector Individual or their Family Member(s) must comply with all applicable laws and regulations, including government or corporate ethics rules, even if (a) the gift is paid for with personal funds or (b) the Government Official or Private Sector Individual is legally responsible for any violations of the applicable laws or regulations or ethics rules that occur.
- In addition, neither you nor any other Covered Person or business partner may offer or provide a gift to a Government Official, a Private Sector Individual or their Family Member(s) unless the gift is:
 - modest in value;
 - infrequently provided to the same individual;
 - appropriate for the occasion; and
 - of a nature that would not embarrass our Company if publicly disclosed.

Neither you nor any other Covered Person may directly or indirectly offer or give to a Government Official, a Private Sector Individual or their Family Member(s) gifts of cash or cash equivalents (such as checks or gift cards), services, loans, discounts and other comparable benefits.

Any gift that you or any other Covered Person provides to a Government Official, Private Sector Individual or their Family Member(s) must be properly documented to reflect (a) the recipient, (b) the recipient's organization and position, (c) a description of the gift, (d) the value and (e) the occasion for the gift. In addition, the pertinent file should contain a receipt for the gift's purchase and confirmation that any approval that was needed was obtained before the gift was offered or given.

Travel, Lodging and Related Expenses

Our Company or our business partners may be asked periodically to pay for travel, lodging and related expenses of third parties. In all cases, good judgment must be exercised so that the underlying intent or likely effect cannot reasonably be misconstrued and there must be a legitimate business justification for covering these expenses. Such expenses may be covered only if the following limitations are observed:

- Any travel, lodging or related expenses proposed to be offered, paid or reimbursed by our Company benefitting a Government Official or their Family Member(s) require prior written approval from the Legal Team.

- Such expenses must have a legitimate business purpose and relate to the promotion or demonstration of our goods, services or facilities or the performance of a contract.
- The expenses must be justified in view of the Government Official or Private Sector Individual's lawful duties.
- The expenses must be reasonable given the seniority and duties of the Government Official or Private Sector Individual.
- Only those Government Officials and Private Sector Individuals whose presence is required may receive travel related payments from our Company or our Company's business partners. That means that the travel related expenses of Family Members and other non-essential companions of the Government Official or Private Sector Individual must not be included.
- Payments must not be made for stopovers that are not directly connected to the legitimate business purpose of the travel unless the stopovers are at the expense of the Government Official or Private Sector Individual and result in no additional cost to our Company.
- The expenses that are offered or paid must be in accordance with any local law or regulation, including any ethics rule applying to the particular Government Official or employment related restrictions applying to the particular Private Sector Individual.
- Whenever possible, payments by our Company for the travel, lodging and related expenses of a Government Official or Private Sector Individual should be made directly to the airline, hotel or other vendor.
- If direct payment cannot be arranged, reimbursement should not be made until and unless the Government Official or Private Sector Individual provides original receipts confirming the expenses he or she incurred for the travel, lodging or related expenses.
- Any travel, lodging or related expenses benefitting a Government Official, Private Sector Individual or their Family Member(s) must be properly documented to reflect (a) the recipient, (b) the recipient's organization and position, (c) a description of the travel, lodging or related expenses, (d) the purpose of the travel, lodging or related expenses and (e) confirmation that any approval that was needed for the travel, lodging or related expenses was obtained before the travel support was offered or given.

Offering or paying for travel, lodging and related expenses of Government Officials or their Family Members presents special risks and requires a heightened degree of caution. As a consequence, any travel, lodging or related expenses proposed to be offered, paid or reimbursed by our Company benefitting a Government Official or their Family Member(s) require prior written approval from the Legal Team and you must observe the following additional rules before offering or paying any such expenses:

- The Government Official's supervisor, if the Government Official has a supervisor, must be given prior notice in writing of the trip and any objection or limitation the supervisor communicates to us or any business partner assisting us in arranging the trip must be respected.
- The making of travel related per diem payments to Government Officials is prohibited.

If you have any doubts concerning the appropriateness of offering or paying the travel expenses of a Private Sector Individual, you should consider – in consultation with a member of AppLovin's Legal Team – informing the Private Sector Individual's employer of the travel support the Private Sector

Individual has requested from our Company. Making a per diem payment to a Private Sector Individual is rarely if ever appropriate.

The Company's policy as to travel, lodging and related expenses apply to our business partners as well. If you are working with a business partner who will need to travel on behalf of the Company, you should ensure the partner is contractually obligated either to be reasonable in their travel expenses or to seek our advanced approval of such expenses.

Charitable Donations

The making of charitable donations by our Company generally is permitted but must be approached with caution. Care must be taken to minimize the risk of the donation's creating an appearance of impropriety.

Before offering or making a charitable donation, the following procedures must be followed:

- A brief report describing the charity, including the name of the person who contacted our Company to request the donation, must be prepared.
- All requests for charitable donations must be in writing.
- The authenticity of the charity should be verified, typically by (a) obtaining from the charity its articles of incorporation, statements from independent accountants and documents reflecting the charity's purpose and (b) requesting receipts, reports and other documents that demonstrate how the charity will use the funds donated by or on behalf of our Company. This verification will be straight forward when dealing with a well-known national or international charity, but will require more scrutiny when dealing with a less well-known organization.
- All charitable donations to be made on behalf of or in the name of the Company require prior written approval from the Legal Team before any offer or payment is made.

Political Contributions

Political contributions – whether to a particular candidate or political party – must not be made by our Company or on our Company's behalf. The foregoing prohibition, in addition to applying to contributions in cash or by check or wire transfer, includes in-kind contributions drawing in any way upon our Company's resources, including the working time of our directors, officers or employees and/or those of our Company's business partners.

The foregoing prohibition is not meant to discourage participation by our Company's directors, officers or employees or other Covered Persons in the political process so long as such participation is purely private, does not use our Company's resources and complies with local laws and regulations.

Facilitation Payments

Our Company strictly prohibits the making of so-called "facilitation" payments (payments to expedite government action to which our Company is legally entitled).

Misconduct by Third Party-Representatives

Misconduct by Company Representatives (e.g., consultants, agents, contractors, business partners, and any other third-party representatives acting on or purporting to act on the Company's behalf) can pose risks to our Company as well as to our Company's directors, officers and employees comparable to the risks inherent in misconduct by one or more of our Company's directors, officers or employees. That

is so even if neither you nor any other Covered Person is aware in advance of the proposed misconduct. That means, of course, that we must not authorize or permit our Representatives to do anything on our Company's behalf that we could not or would not do ourselves.

We must consider in a careful and deliberate manner, with due regard to attendant risk, our Company's engaging Representatives— even those who or that are not related in any way to any Government Official. Providing above market compensation to a Representative, or promising unjustified or disproportionate compensation or a “success fee” if a particular objective is achieved vis-à-vis a government entity, must be approached with special caution.

Bribery prosecutors may be tempted to conclude that an above market compensation arrangement with a Representative was intended to enable the business to use a portion of the above market compensation to engage in bribery. Success fees – although not illegal per se – also can incentivise or be deemed to have incentivised bribery, particularly if the success fee that was agreed or paid was especially generous. As a consequence, any above market compensation or success fee arrangement that is being considered should be discussed in advance with a member of AppLovin's Legal Team.

To protect our Company from liability for Representative misconduct, the procedures summarized below must be followed before a Representative is retained. The AppLovin Legal Team is responsible for and has the authority to determine the nature and extent of appropriate, risk-based due diligence, contractual provisions, compliance safeguards, and other legal terms and conditions for our Representatives.

Representative Due Diligence

Appropriate, risk-based due diligence must be completed on all proposed Representatives unless a member of AppLovin's Legal Team concludes that the proposed Representative does not present a legal risk to our Company or our Company's directors, officers or employees. The members of AppLovin's Legal Team have been assigned responsibility for determining the nature and extent of the pre-retention due diligence that is completed on proposed Representatives.

If AppLovin's Legal Team concludes that due diligence on a proposed Representative is not needed, a member of AppLovin's Legal Team must prepare and insert in the pertinent file a summary of the reasons for that conclusion.

Bribery Related “Warning Flags”

In reviewing the results of the due diligence that has been completed on proposed Representatives, special attention should be paid to any bribery related “warning flags,” including the following:

- Unusual payment requests such as requests for (a) an above market rate of compensation, (b) a substantial up-front payment, (c) payment in a country other than the country or countries in which the goods or services our Company needs are expected to be provided or the individual or entity is headquartered or maintains some other physical presence, (d) the payment of a success fee of a type or size that would tend to incentivize bribery or (e) payment in cash for all or a portion of the goods or services our Company needs.
- A request that we reimburse the proposed Representative for political or charitable contributions the proposed Representative has made or proposes to make.
- Comments tending to suggest that the proposed Representative has engaged in bribery in the past and/or is willing to engage in bribery in the future.
- The provision to us of documents – including, in particular, financial documents – that are determined to be incomplete or inaccurate.

- Comments suggesting that the value added by the proposed Representative consists in whole or in part of an already existing relationship between the proposed Representative and one or more Government Officials.
- A Government Official introduced the proposed Representative to us and/or recommended that our Company retain the proposed Representative.
- Refusal by the proposed Representative to agree to appropriate anti-bribery/anti-corruption provisions in the proposed Representative’s agreement with us.
- A substantial presence by the proposed Representative in a country or countries known to suffer from widespread bribery and/or other forms of corruption.
- Unexplained or inadequately explained termination of the proposed Representative’s business relationship with one or more companies known to be committed to complying with applicable laws and regulations and otherwise operating with integrity.
- Other suspicious conduct by or relating to the proposed Representative that would prompt suspicion by a prudent person.

Responding to Bribery Related “Warning Flags”

If a bribery related “warning flag” has been identified during the due diligence process, a member of AppLovin’s Legal Team must be consulted *before* the proposed Representative is retained.

Contractual Requirements for Representatives

No Representative, or any other entity or individual, should provide services to our Company or be permitted to interact on our Company’s behalf with external persons or entities – including in particular Government Officials – without first having executed a written agreement containing appropriate anti-bribery/anti-corruption provisions. The AppLovin Legal Team has the responsibility for and authority to determine the form and content of the anti-bribery/anti-corruption provisions in each case.

Monitoring the Conduct of Our Company’s Representatives

The conduct of our Company’s Representatives must be monitored on a risk-based basis to ensure their continuing compliance with the laws and regulations prohibiting public and private sector bribery. To facilitate appropriate monitoring of the conduct of our Company’s Representatives, an employee of our Company shall be assigned special responsibility for monitoring the work being done by each Representative. That employee shall also consult with the Legal Team to determine whether, based on the risk profile of the Representative(s) for which he or she has been given special responsibility, such Representative(s) should be required to periodically complete and provide the Anti-Bribery/Anti-Corruption Certificate of Compliance (a sample of which is appended to this policy) and to obtain any such certificates as determined appropriate.

If you discover any evidence or receive a report suggesting that one of our Company’s Representatives or other business partners has violated or may violate any law or regulation prohibiting public or private sector bribery, you should report that promptly to a member of AppLovin’s Legal Team. AppLovin’s Legal Team has been given responsibility for making an initial determination whether a formal investigation is needed, determining the scope of the investigation and ensuring that the investigation is conducted in an appropriate manner.

Mergers and Acquisitions

Anti-bribery compliance issues can arise in connection with mergers and acquisitions and appropriate due diligence is an important tool to identify and assess potential bribery and corruption risks in the

target company and to prepare to efficiently implement AppLovin's anti-bribery compliance policies and procedures in the target post-completion. To address these risks and to minimize AppLovin's exposure to potential "successor liability" for any pre-completion actions of the target, early involvement and review by AppLovin's Legal Team of proposed M&A transactions is important. Similarly, in connection with any disposition it is important to collect and assess documents and information relevant to anti-corruption compliance.

Key Principles

- Consult with AppLovin's Legal Team as soon as you identify a potential acquisition or disposition;
- Appropriate due diligence should be carried out before any acquisition, investment, or disposition is completed;
- Representations and warranties regarding prior anti-bribery compliance by the target should be included in the contractual documentation for an acquisition as should forward looking covenants regarding anti-bribery compliance by the target post-closing;
- A plan for addressing any identified bribery risks should be developed and implemented in a timely fashion;
- An anti-corruption risk assessment of the company or business in question should be carried out; and
- An acquired company or business should be integrated into AppLovin's anti-corruption compliance program in a timely fashion post-closing.

The AppLovin Legal Team will provide you with an appropriate due diligence checklist and program that is tailored to be suitable for the M&A transaction in question. Early discussion of the nature and extent of the recommended due diligence and the expected time line is important so that the date of completion can be projected accordingly.

For dispositions, the AppLovin Legal Team will assist in gathering the relevant information necessary to respond to any anti-bribery due diligence requests from potential buyers and to provide any necessary anti-bribery related disclosures.

In conducting anti-bribery due diligence, it is important to be sensitive to any information or circumstances that suggest heightened risks of bribery and corruption. Such facts or circumstances that indicate a target's propensity to make illegal payments to public or private sector officials or employees are referred to as "Red Flags." Although such Red Flags may not themselves constitute violations of anti-bribery laws, they are warning signs that need to be investigated and resolved prior to completion of the deal. The presence of a Red Flag does not mean the deal cannot go forward, but it does show the need for a more in-depth due diligence review and the implementation of appropriate safeguards.

The AppLovin Legal Team will provide the M&A deal team with fit-for-purpose contract provisions that should be included in share purchase, asset purchase or other types of M&A agreements. The provisions include clauses such as disclosures regarding any potential liabilities resulting from bribery violations, representations and warranties regarding compliance with anti-bribery laws, and indemnification for any loss resulting from breaches of such representations and warranties. Covenants regarding post-closing or forward-looking compliance by the company or business will also be included. Any modification of AppLovin's anti-bribery provisions that may be proposed by the target should be reviewed and approved by the AppLovin Legal Team. The AppLovin Legal Team will also advise on the acceptability of anti-bribery contract provisions proposed by a buyer of an AppLovin entity or operation.

Whenever an acquisition is made, an assessment of the anti-corruption risks posed by the new company or business should be completed as soon as is practical given the timing and availability of relevant information to make that assessment. A plan for compliance with AppLovin's anti-corruption policies and procedures should be part of AppLovin's post-acquisition integration plan. We should work to implement an appropriate integration plan for the target company or business, including training new personnel on our Code of Conduct and our anti-corruption policies and procedures as well as other compliance policies and procedures of AppLovin.

Joint Ventures

Joint ventures can take many forms, but two forms are most common. In some cases, the interest holders will form a separate legal entity to act as operator of the business and they will own their percentage interests in the operator entity and designate members of the Board or Management/Operating Committee. In other cases, the interest holders will form a contractual joint venture and will designate one of their group to be the operator. This type of contractual joint venture is usually characterized by a detailed operating agreement. Improper conduct by a joint venture operator or joint venture partners when acting for or on behalf of the members of the joint venture or the joint venture as a whole could expose AppLovin to the risk of reputational damage, and fines and penalties under applicable anti-corruption laws.

Key Principles

- Consult with the AppLovin Legal Team as soon as you identify a potential joint venture opportunity;
- Risk-based due diligence should be carried out before any joint venture is formed;
- Representations, warranties and covenants regarding anti-corruption compliance should be included in the contractual documentation for the joint venture;
- An appropriate anti-corruption compliance program for the joint venture should be prepared with the advice and assistance of the AppLovin Legal Team and the program should be implemented upon formation of or entry into the joint venture; and
- The joint venture should be appropriately monitored from the viewpoint of anti-corruption compliance

The AppLovin Legal Team should be consulted and will provide fit-for-purpose advice on how best to achieve these objectives given the specific facts of the joint venture, including the amount of AppLovin's ownership and control of the joint venture.

Before AppLovin enters into a joint venture, risk-based due diligence should be carried out on the potential joint venture partners and/or the joint venture entity, and in particular the proposed operator. The AppLovin Legal Team will provide you with due diligence support. With the advice and assistance of the AppLovin Legal Team, anti-corruption risk in a joint venture can be assessed and appropriate safeguards taken.

In conducting anti-corruption due diligence, it is important to be sensitive to any information or circumstances that suggest heightened risks of bribery and corruption. Such circumstances that indicate an operator's or joint venture partner's propensity to make illegal payments to public or private sector officials or employees are commonly referred to as "Red Flags." Although such Red Flags may not themselves constitute violations of anti-corruption laws, they are warning signs that need to be investigated and resolved prior to completion of the deal. The presence of a Red Flag does not mean that the transaction cannot go forward, but it does show the need for a more in-depth due diligence review and the implementation of appropriate compliance safeguards.

The due diligence process for a new joint venture should be commenced as early as possible and factored into the deal timeline. The length of time it takes, the amount of due diligence that can be performed, and how information can be collected will all depend on the circumstances of the proposed joint venture and availability of information.

Agreements with joint venture partners should be in writing and should contain anti-corruption and compliance with law contract clauses. The AppLovin Legal Team will provide the joint venture deal team with fit-for-purpose contract provisions for use with the joint venture documents. The provisions normally will include clauses such as representations, warranties and covenants regarding compliance with anti-corruption laws and a right to audit the joint venture entity or the joint venture operator relating to the operator's conduct in the joint venture. Any modification of AppLovin's anti-corruption provisions that may be proposed by the Joint Venture Partner must be reviewed and approved by the AppLovin Legal Team.

The AppLovin Legal Team will recommend provisions regarding the establishment and implementation of appropriate anti-corruption compliance programs for each joint venture given all of the facts and circumstances. These include the corporate governance structure of the joint venture, the interest and control that AppLovin will possess, and the various responsibilities of each partner and the operator in the joint venture. In some cases, a joint venture may be integrated into AppLovin's compliance program, while in other cases the joint venture should have its own anti-corruption compliance program. Agreement on such anti-corruption compliance program issues should be memorialized in the joint venture agreement.

On a periodic basis the operator or the joint venture entity should review the anti-corruption risk and compliance program for the joint venture and provide an anti-corruption compliance assurance or certificate to AppLovin and other joint venture partners. In addition, the AppLovin personnel who represent AppLovin's interest in the joint venture and/or are responsible for routine interactions with joint venture partners should exercise continuing oversight over the joint venture entity or the operator and their activities on behalf of the joint venture. The AppLovin Legal Team will provide guidance on anti-corruption compliance programs, monitoring of joint ventures and anti-corruption red flags relevant to joint ventures.

Embezzlement and Other Misuse of Company Assets

We expect all of our Company's directors, officers and employees to act as faithful stewards of our Company's financial and other assets, using them only for legal and otherwise authorized purposes.

We reserve the right to utilize any and all legal means available to us to recover any funds and other assets that have been embezzled or otherwise misused, including by initiating legal proceedings, reporting to appropriate prosecuting authorities the misconduct that has occurred and terminating our Company's relationship with any director, officer or employee who has embezzled or otherwise misused our Company's financial or other assets.

Books and Records

Applicable anti-corruption laws and regulations require the Company to maintain adequate records and internal accounting controls which, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the Company. The Company's internal accounting controls will ensure that:

- (i) transactions are executed in accordance with management's general or specific authorization;
- (ii) transactions are recorded as necessary (a) to permit preparation of financial statements in conformity with generally accepted accounting principles or any other criteria applicable to such statements, and (b) to maintain accountability for assets;

(iii) access to assets is permitted only in accordance with management's general or specific authorization; and

(iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences

Consistent with these requirements, our Company is committed to keeping books and records reflecting accurately and in reasonable detail all financial transactions involving our Company.

Although our Finance Department has day-to-day responsibility for our Company's books and records, our CEO and members of the audit committee of our Company's board of directors share with our Finance Department responsibility for ensuring that our Company's books and records are kept and maintained in an appropriate manner.

Whether or not assigned a formal oversight responsibility with respect to our Company's books and records, every Company employee has an important role to play in ensuring that our Company's books and records are kept and maintained in an appropriate manner. That responsibility includes but is not limited to complying with any and all directives that are issued from time to time governing issues such as payment authority and alerting appropriate accounting personnel of any inaccuracies or other problems they spot with respect to invoices and payment requests.

Financial Controls

You and all other Covered Persons must comply with the procedures our Company has adopted to ensure that our Company's funds and assets are utilized only in accordance with general management instructions.

Although day-to-day and overall supervisory responsibility for ensuring compliance with the financial controls our Company has devised reside primarily with the individuals mentioned in the section above entitled "Books and Records" we expect every Company employee to play an important supporting role in that connection.

Company Discipline

In addition to the civil and criminal penalties that can be imposed upon individuals for having violated applicable anti-bribery/anti-corruption laws and regulations, our Company reserves the right to sever our relationship with any director and to terminate the employment by our Company of any officer, employee or other Covered Person who violates such laws and regulations or the anti-bribery/anti-corruption policy and procedures summarized in this manual. Relationships with business partners may also be terminated for violations of this policy or applicable anti-bribery/anti-corruption laws and regulations.

Cooperating with Internal Investigations

You and all other Covered Persons will be expected to cooperate fully in any internal investigation our Company decides to undertake or direct of possible violations of the anti-bribery/anticorruption policy and procedures summarized in this manual and/or the laws or regulations prohibiting bribery and other forms of corruption.

Our Company reserves the right to discipline anyone who does not cooperate with an internal investigation of possible misconduct.

Anti-Bribery/Anti-Corruption Training

Training on the anti-bribery/anti-corruption laws and regulations governing our Company's operations and the anti-bribery/anticorruption policy and procedures summarized in this manual will be provided as directed by AppLovin's Legal Team. You and all other Covered Persons will be required to participate in the anti-bribery/anti-corruption training that is provided.

Document Retention

All documents generated in compliance with this manual, other than those relating to Representatives, must be retained for a minimum of ten (10) years from their creation unless a longer period is required by local law or local law requires disposal in less than ten (10) years.

All documents generated in compliance with this manual relating to Representatives must be retained for a minimum of ten (10) years after termination of our Company's relationship with the particular Representative.

Documents generated in compliance with this manual may be disposed of in less than ten (10) years only with the approval of a member of AppLovin's Legal Team.

Reporting Obligation

Our Company reserves the right to take appropriate disciplinary action, up to and including termination of employment, for failure to make a timely report of possible bribery or other form of corruption prohibited by applicable laws or regulations or this manual. Any Covered Person who learns of possible bribery or corruption involving AppLovin must report his or her concerns immediately, preferably in writing, to his or her immediate supervisor, the AppLovin Legal Team (legal@applovin.com) or through our ethics hotline.

No Retaliation

Our Company does not permit retaliation or retribution for reports made in good faith of possible bribery or other form of corruption by others, including conduct that violates the anti-bribery policy or procedures summarized in this manual.

"Good faith" does not mean that the report must lead ultimately to a finding of misconduct. Rather, it means that the person making the report did so because he or she believed that misconduct may have occurred.

Acknowledgment and Certification of Compliance

I acknowledge that I have received a copy of the Company's *Anti-Bribery/Anti-Corruption Policy and Procedures Manual* (the "**Policy**") and hereby certify that I have read and understood it and am in compliance with all parts of it.

I understand that it is my responsibility to comply with the Policy, related internal guidelines and policies, and external legal and regulatory requirements, and that my compliance is a term and condition of my continued employment or relationship with the Company.

I have no knowledge of any questionable payment paid or received, or of any undisclosed funds, or any other prohibited conduct referred to in the Policy.

To the best of my knowledge, the employees who report to me are familiar with the Policy and have complied with it.

I agree that, in the event I become aware of or suspect a violation of the Policy, I will report that violation in accordance with the procedures provided for in the Policy.

To the best of my knowledge, the operating unit/subsidiary of the Company where I work maintains appropriate accounting records and internal accounting control systems to permit the preparation of fair and accurate reports in order to reasonably ensure accountability for the Company's activities and assets.

I understand that a false, misleading, or incomplete statement in this Certificate or other violation of the Policy may be grounds for immediate dismissal or termination of my relationship with the Company.

Signed: _____

Printed name: _____

Date: _____