

**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): January 19, 2022 (January 14, 2022)

DoubleVerify Holdings, Inc.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of incorporation)

001-40349

(Commission File Number)

82-2714562

(IRS Employer Identification No.)

233 Spring Street

New York, New York

(Address of principal executive offices)

10013

(Zip Code)

(212) 631-2111

(Registrant's telephone number, including area code)

N/A

(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 Class	Trading Symbol	Name of Each Exchange on Which Registered
Common stock, par value \$0.001 per share	DV	New York Stock Exchange

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 Principal Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On January 19, 2022, DoubleVerify Holdings, Inc. (the “Company”) announced that Matthew McLaughlin, Chief Operating Officer, will step down from his current role effective as of March 31, 2022. After this date, Mr. McLaughlin will serve the Company in a special advisory capacity through July 1, 2022.

On January 14, 2022, the Company and a Company subsidiary entered into an Executive Transition and Separation Agreement and General Release of All Claims (collectively, the “Transition Agreement”) with Mr. McLaughlin. Under the Transition Agreement, Mr. McLaughlin will remain employed in his current role through March 31, 2022, and, thereafter, will remain employed by the Company on a full-time basis in a special advisory capacity and continue to receive his base salary and benefits through July 1, 2022. Following his termination of employment, Mr. McLaughlin will receive severance benefits consistent with those set forth in his Employment Agreement, dated as of December 31, 2020 (the “Employment Agreement”), a copy of which has been previously filed with the Securities and Exchange Commission, except that his base salary continuation and medical benefit subsidy will be provided for fifteen months following his termination rather than twelve months as provided under the Employment Agreement. Pursuant to the Transition Agreement, Mr. McLaughlin’s termination of employment will be considered involuntary for purposes of the vesting of the Company restricted stock units he was granted on December 27, 2020, which will vest in full subject to this continued employment through July 1, 2022.

The foregoing description of the Transition Agreement is not complete and is qualified in its entirety by reference to the Transition Agreement, which is filed as an exhibit hereto and is incorporated herein by reference.

The Company announced the resignation of Mr. McLaughlin in its January 19, 2022 press release. A copy of the press release is attached hereto as Exhibit 99.1 and incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit Number	Description
10.1	<u>Executive Transition and Separation Agreement dated January 14, 2022.*</u>
10.2	<u>General Release of All Claims dated January 14, 2022.</u>
99.1	<u>Press Release dated January 19, 2022.</u>
104	Cover Page to this Current Report on Form 8-K in Inline XBRL.

* Exhibits omitted pursuant to Item 601(a)(5) of Regulation S-K. Copies of any omitted exhibit will be furnished 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 hereunto duly authorized.

DOUBLEVERIFY HOLDINGS, INC.

By: /s/ Mark Zagorski

Name: Mark Zagorski

Title: Chief Executive Officer and Director

Date: January 19, 2022

EXECUTIVE TRANSITION AND SEPARATION AGREEMENT

This EXECUTIVE TRANSITION AND SEPARATION AGREEMENT (the “**Agreement**”), dated as of January 14, 2022 (the “**Effective Date**”), is entered into by and among Matthew McLaughlin (“**Executive**”), DoubleVerify Inc., a Delaware corporation (the “**Company**”) and solely for purposes of Section 1(e), DoubleVerify Holdings, Inc., a Delaware corporation (“**Holdings**”, and, together with Executive and the Company, the “**Parties**”). Any term capitalized but not defined in this Agreement will have the meaning set forth in the Employment Agreement between Executive and the Company, dated as of December 31, 2020 (the “**Employment Agreement**”).

WHEREAS, Executive is currently employed by the Company pursuant to the terms and conditions of the Employment Agreement;

WHEREAS, Executive and the Company have mutually agreed that Executive’s employment will terminate in accordance with the terms of this Agreement; and

WHEREAS, to encourage Executive’s continued attention and dedication to the business of the Company through the date of his termination, the Company and Holdings agree to provide certain payments and benefits to Executive under the circumstances described herein.

NOW, THEREFORE, in consideration of the mutual promises made herein, the Parties hereby agree as follows:

1. Transition and Separation Benefits.

(a) Through March 31, 2022, you will continue to serve as the Company’s Chief Operating Officer at your current Base Salary and remain eligible for your Bonus for 2021 in accordance with the terms of your Employment Agreement and Company policy. Effective as of April 1, 2022 (the “**Transition Date**”), Executive will resign as, and will no longer serve as, the Company’s Chief Operating Officer, but will remain a full-time employee of the Company from the Transition Date until July 1, 2022 (the “**Termination Date**”). From the period commencing on the Transition Date and ending on the Termination Date (the “**Transition Period**”), your primary work location will be your home office in Severna Park, Maryland and Executive shall provide such reasonable transition and other services as are requested by the Company’s Chief Executive Officer, including, without limitation, those set forth on Exhibit A hereto. Executive will continue to receive (i) his Base Salary as provided under the Employment Agreement and (ii) the benefits set forth in Section 2.01(D) of the Employment Agreement, in each case for the duration of the Transition Period. Effective as of the Termination Date, Executive’s employment with the Company shall cease.

(b) Executive’s termination of employment on the Termination Date will, for purposes of Section 4.02(B) of the Employment Agreement, be deemed to be a termination of Executive’s employment by the Company without Cause and will entitle Executive to the payments and benefits set forth therein in accordance with the terms of the Employment Agreement. Notwithstanding Section 4.02(B) of the Employment Agreement, the severance

payments described in clause (b) of Section 4.02(B) shall commence on the Company's first regular payroll date following the Termination Date.

(c) In addition to the payments and benefits set forth in Section 4.02(B) of the Employment Agreement, the Company will (i) continue to pay Executive his Base Salary and (ii) continue to provide the medical benefits described in Section 4.02(B)(c) of the Employment Agreement, in each case for the three-month period commencing on the one-year anniversary of the Termination Date (subject to termination of those medical benefits if Executive obtains comparable alternative medical benefits).

(d) Executive acknowledges and agrees that (i) in order to receive continued medical benefits pursuant to Section 4.02(B)(c) of the Employment Agreement and Section 1(c) of this Agreement, he must timely elect to continue medical, vision and dental coverage in accordance with the continuation requirements of the Consolidated Omnibus Budget Reconciliation Act ("**COBRA**") for coverage beginning on the first day of the month following the month in which the Termination Date falls, (ii) the Company may satisfy its obligations under Section 4.02(B)(c) of the Employment Agreement by paying Executive, in addition to his monthly severance payments under the Employment Agreement, an amount equal to the employer portion of the monthly premium which it pays on behalf of active employees (the "**COBRA Payments**"). During the time period that the Company is making the COBRA Payments to Executive, Executive shall be responsible for making all COBRA premium payments himself.

(e) Executive and Holdings acknowledge and agree that Executive's termination of employment on the Termination Date will, for purposes of the Restricted Stock Unit Award Agreement effective as of December 27, 2020, entered into by and between Holdings and Executive (the "**December 2020 RSU Agreement**"), be treated as a termination without Cause and result in full vesting of the Restricted Stock Units granted thereunder as set forth therein. For the avoidance of doubt, the Restricted Stock Units granted to Executive pursuant to the Restricted Stock Unit Award Agreement effective as of April 1, 2020, entered into by and between Holdings and Executive (the "**April 2020 RSU Agreement**"), shall vest in accordance the terms of the April 2020 RSU Agreement.

2. Conditions to Receipt of Benefits; Clawback

(a) Executive's entitlement to the payments and benefits set forth in Section 1 of this Agreement shall be subject to Executive's reasonably diligent, good faith efforts to perform Executive's duties and transition responsibilities as directed by the Chief Executive Officer of the Company, through the Termination Date. By entering this Agreement and accepting the payments and benefits provided to him hereunder, Executive expressly acknowledges and agrees that (i) he consents to the changes in his title, position, authority and duties, as well as his reporting relationship, as of the Transition Date, as contemplated by this Agreement and (ii) as a result, under no circumstances will such changes constitute Good Reason for purposes of the Employment Agreement.

(b) Nothing herein shall limit the Company's ability to terminate Executive with Cause at any time. If following the date hereof and prior to the Termination Date, Executive's employment is terminated by the Company for Cause or Executive resigns without Good Reason

(as modified by Section 2(a) of this Agreement), Executive shall forfeit any and all payments and benefits to be provided to him pursuant to Section 1. The Company may, at any time prior to the Termination Date, elect to place Executive on garden leave, and during any period of garden leave the Company may (i) cease to provide work for Executive, or require Executive to perform only such duties, specific projects or tasks expressly assigned to Executive by the Company, and (ii) require Executive to refrain from entering the Company's offices, and contacting employees, customers, suppliers and professional contacts of the Company or any of its affiliates other than in a purely social capacity. Any decision by the Company to place Executive on garden leave shall not be construed or interpreted as a termination of employment by the Company without Cause or by Executive for Good Reason or accelerate any obligation to provide Executive with the separation pay and benefits hereunder. If the Company elects to place Executive on garden leave, Executive will remain a full-time employee of the Company during such period (including, for the avoidance of doubt, for purposes of determining the expiration of the Restricted Period (as defined in the Employment Agreement)).

(c) By accepting the opportunity to receive the payments and benefits set forth in this Agreement, Executive hereby reaffirms the restrictive covenants set forth in Article V of the Employment Agreement (the "**Executive Covenants**"), each of which are hereby incorporated by reference herein. Executive hereby confirms that Executive is and has been in compliance with all terms and conditions of (i) the Executive Covenants and (ii) the material terms of any other individual written agreement between Executive and the Company and/or any of its affiliates. Executive acknowledges and agrees that he shall be bound by the terms of such covenants in accordance with their terms following any termination of his employment, including if the payments and benefits hereunder are forfeited in accordance with the terms of this Agreement. In the event that Executive (i) breaches an Executive Covenant, which breach is not cured to the reasonable satisfaction of the Company within fifteen (15) days after the Company delivers written notice to Executive that identifies and describes the alleged breach in reasonable detail, or (ii) brings a claim or suit (or threatens to bring a claim or suit) against the Company, Holdings or any third-party beneficiary of the Release Agreement (as defined below) with respect to a claim he released in Exhibit B, then in addition to any other penalties or restrictions that may apply under any such agreement, applicable law, or otherwise, any payments or benefits being provided to Executive will cease immediately, Executive will not be entitled to any further compensation from the Company or Holdings, and all payments and benefits provided to Executive hereunder shall be subject to forfeiture, clawback and offset, and Executive shall be required to repay any such amounts to the Company previously received by him.

(d) Executive shall not be entitled to receive the benefits set forth in Section 4.02(B) of the Employment Agreement unless and until Executive has executed a general release of claims in favor of Holdings, the Company and each of their respective affiliates in the form attached hereto as Exhibit B (the "**Release Agreement**"), which release must be executed and become irrevocable by Executive within twenty-eight (28) days following the date hereof. Furthermore, in order to receive the additional severance benefits set forth in Section 1(c) of this Agreement and the vesting benefits set forth in Section 1(d) of this Agreement, Executive must execute a reaffirmation of the Release Agreement in the form attached hereto as Exhibit C, which reaffirmation must be executed and become irrevocable by Executive within twenty-eight

(28) days following the Termination Date (or, if sooner, the first day on which Executive commences garden leave as contemplated by Section 2(b)).

(e) Following the Termination Date and until the second anniversary of the Termination Date, Executive shall make himself reasonably available by telephone or via electronic mail (the manner depending on the demands of the specific projects) to consult, advise and assist in connection with such Company matters as may be requested by senior management of the Company. Any such cooperation required from Executive shall be reasonable and shall take into account any responsibilities to which Executive is subject pursuant to subsequent employment or otherwise and any policies of any employer of Executive at the time of such request (including conflict of interest policies). Furthermore, following the Termination Date, Executive shall furnish such information and assistance to the Company as may be reasonably required by the Company in connection with any legal matters or litigation that may arise relating to issues or matters of which Executive had knowledge during his employment with the Company; provided Executive shall not be required provide such information or assistance if to do so would require him to waive a legal privilege or would be adverse to his current business partners' or employer's business interests, in each case unless required by court order or subpoena. The Company will promptly reimburse Executive for all reasonable and documented expenses incurred by Executive in connection with providing this information and assistance.

3. General Provisions.

(a) Complete Agreement. This Agreement, together with the Release Agreement, the Employment Agreement, the April 2020 RSU Agreement, the December 2020 RSU Agreement and the other equity award agreements entered into between Executive and Holdings pursuant to the DoubleVerify Holdings, Inc. 2021 Omnibus Equity Incentive Plan (the "**2021 Plan**"), constitutes the entire agreement between Executive, on the one hand, and the Company, Holdings and each of their respective affiliates, on the other hand, concerning the subject matter hereof and it is the complete, final, and exclusive embodiment of their agreement with regard to this subject matter. It is entered into without reliance on any promise or representation other than those expressly contained herein. For the avoidance of doubt, the Employment Agreement is not superseded or modified in any manner by this Agreement, except as expressly provided hereunder.

(b) Continued Effect of Plan Documents and Award Agreements. Except as expressly set forth herein, all terms and conditions of the April 2020 RSU Agreement, the December 2020 RSU Agreement and any other equity award agreement entered into between Executive and Holdings pursuant to the 2021 Plan and other ancillary documents under the 2021 Plan shall continue to be applicable to Executive's equity awards granted under such agreements or the 2021 Plan, as applicable.

(c) Employment Status. This Agreement does not constitute a contract of employment or impose on Executive any obligation to remain as an employee, or impose on the Company or its affiliates any obligation (i) to retain Executive as an employee, (ii) to change the status of Executive as an "at-will" employee or (iii) to change the policies of the Company or any of its affiliates regarding termination of employment.

(d) Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon Holdings, the Company and their respective successors and assigns. Except as required by will or by the laws of descent or distribution, no right or interest of Executive under this Agreement shall be assignable or transferable.

(a) Amendments. This Agreement may be amended only in a writing executed by the Parties hereto.

(e) Other Terms. The provisions of Sections 6.02 (Notice); 6.05 (Section 409A); 6.06 (No Attachment); 6.07 (Source of Payment); 6.08 (No Waiver); 6.09 (Headings); 6.10 (Governing Law; Dispute Resolution); 6.11 (Validity; Severability); 6.12 (Counterparts); 6.13 (Agreement to Take Actions) and 6.14 (Counsel) of the Employment Agreement shall apply *mutatis mutandis* to this Agreement.

[signature pages follow]

IN WITNESS WHEREOF, the undersigned have entered into this Agreement as of the date first above written.

DOUBLEVERIFY INC.

By: /s/ Mark Zagorski
Name: Mark Zagorski
Title: Chief Executive Officer

DOUBLEVERIFY HOLDINGS, INC.
(solely in respect of its rights and obligations under
Section 1(f))

By: /s/ Mark Zagorski
Name: Mark Zagorski
Title: Chief Executive Officer

EXECUTIVE

By: /s/ Matthew McLaughlin
Name: Matthew McLaughlin

GENERAL RELEASE OF ALL CLAIMS

1. General Release by Employee. In consideration of those certain payments and benefits to be provided under the Executive Transition and Separation Agreement, dated as of January 14, 2022 (the “**Transition Agreement**”), by and between Matthew McLaughlin (“**Executive**”), DoubleVerify Inc. (the “**Company**”) and DoubleVerify Holdings, Inc. (“**Holdings**”), Executive, with the intention of binding Executive and Executive’s heirs, executors, administrators and assigns, does hereby release, remise, acquit and forever discharge Holdings, the Company and all of their respective subsidiaries and affiliates (collectively, the “**Company Affiliated Group**”), Providence Equity Partners and the investment funds affiliated with Providence Equity Partners, Blumberg Capital and the investment funds affiliated with Blumberg Capital and the present and former officers, directors, executives, agents, shareholders, members, attorneys, employees, employee benefits plans (and the fiduciaries thereof), and the successors, predecessors and assigns of each of the foregoing (collectively, the “**Released Parties**”), of and from any and all claims, actions, causes of action, complaints, charges, demands, rights, damages, debts, sums of money, accounts, financial obligations, suits, expenses, attorneys’ fees and liabilities of whatever kind or nature in law, equity or otherwise, whether accrued, absolute, contingent, unliquidated or otherwise and whether now known, unknown, suspected or unsuspected which Executive, individually or as a member of a class, now has, owns or holds, or has at any time heretofore had, owned or held, against any Released Party (an “**Action**”), including, without limitation, arising out of or in connection with Executive’s service as an employee, officer and/or director of any member of the Company Affiliated Group (or the predecessors thereof), including (i) the termination of such service in any such capacity, (ii) for severance or vacation benefits, unpaid wages, salary, incentive payments or option or restricted stock unit awards or other equity awards or benefits, (iii) for breach of contract (whether oral or written and whether express or implied), promissory estoppel, wrongful discharge, impairment of economic opportunity, defamation, intentional infliction of emotional harm or other tort and (iv) for any violation of applicable state and local labor and employment laws (including, without limitation, all laws concerning harassment, discrimination, retaliation and other unlawful or unfair labor and employment practices), any and all Actions based on the Executive Retirement Income Security Act of 1974 (“**ERISA**”), and any and all Actions arising under the civil rights laws of any federal, state or local jurisdiction, including, without limitation, Title VII of the Civil Rights Act of 1964 (“**Title VII**”), the Americans with Disabilities Act (“**ADA**”), Sections 503 and 504 of the Rehabilitation Act, the Family and Medical Leave Act and the Age Discrimination in Employment Act (“**ADEA**”), the Fair Credit Reporting Act (“**FCRA**”), the Family and Medical Leave Act (“**FMLA**”), the Occupational Safety and Health Act of 1970 (“**OSHA**”), the Sarbanes Oxley Act of 2002, Title VII of the Civil Rights Act of 1964, the Workers Adjustment and Retraining Notification Act (“**WARN**”), and any and all federal, state and local laws, rules, regulations or common law relating to discrimination, retaliation, whistleblowing, defamation, misrepresentation, fraud, tortious interference, wrongful discharge, breach of an express or implied contract, breach of a covenant of good faith and fair dealing, negligent or intentional infliction of emotional distress, and any and all claims you may have against any of the Released Parties, excepting only:

- (a) rights of Executive under the Transition Agreement;
- (b) rights of Executive to receive shares upon the vesting, exercise and/or settlement of any outstanding equity awards granted to him under the April 2020 RSU Agreement, the December 2020 RSU Agreement or the 2021 Plan (as such terms are defined in the Transition Agreement) in accordance with the terms of such awards;
- (c) the right of Executive to receive benefits required to be provided in accordance with applicable law;
- (d) rights to indemnification Executive may have (i) under applicable corporate law, (ii) under the by-laws or certificate of incorporation of Holdings, the Company or any of their respective affiliates or (iii) as an insured under any director's and officer's liability insurance policy now or previously in force;
- (e) claims for benefits under any health, disability, retirement, supplemental retirement, deferred compensation, life insurance or other, similar Executive benefit plan or arrangement of the Company Affiliated Group, excluding severance pay or termination benefits;
- (f) claims for the reimbursement of unreimbursed business expenses incurred prior to the date of termination pursuant to applicable policy of the Company Affiliated Group;
- (g) claims that cannot be waived as a matter of law.

2. No Admissions, Complaints or Other Claims. Executive acknowledges and agrees that this General Release of All Claims (this "**Release of Claims**") is not to be construed in any way as an admission of any liability whatsoever by any Released Party, any such liability being expressly denied. Executive also acknowledges and agrees that Executive has not, with respect to any transaction or state of facts existing prior to the date hereof, (i) filed any Actions against any Released Party with any governmental agency, court or tribunal or (ii) assigned or transferred any Action to a third party.

3. Application to all Forms of Relief. This Release of Claims applies to any relief no matter how called, including, without limitation, wages, back pay, front pay, compensatory damages, liquidated damages, punitive damages for pain or suffering, costs and attorney's fees and expenses.

4. Specific Waiver. Executive specifically acknowledges that Executive's acceptance of the terms of this Release of Claims is, among other things, a specific waiver of any and all Actions under Title VII, ADEA, ADA and any state or local law or regulation in respect of discrimination of any kind; provided, however, that nothing herein shall be deemed, nor does anything herein purport, to be a waiver of any right or Action which by law Executive is not permitted to waive, except that, with respect to any such right or Action under Title VII, ADEA,

ADA and any state or local law or regulation in respect of discrimination, Executive does, to the extent permitted by applicable law, waive any right to money damages.

5. Voluntariness. Executive acknowledges and agrees that Executive is relying solely upon Executive's own independent judgment and is legally competent to sign this Release of Claims. Executive agrees that (a) Executive is signing this Release of Claims of Executive's own free will; (b) Executive has read and understood the Release of Claims before signing it; and (c) Executive is signing this Release of Claims in exchange for consideration that Executive believes is satisfactory and adequate. Executive also acknowledges and agrees that Executive has been informed of the right to consult with legal counsel and has been encouraged and advised to do so before signing this Release of Claims.

6. Complete Agreement/Severability. This Release of Claims constitutes the complete and final agreement between the parties and supersedes and replaces all prior or contemporaneous agreements, negotiations, or discussions relating to the subject matter of this Release of Claims other than the Transition Agreement. All provisions and portions of this Release of Claims are severable. If any provision or portion of this Release of Claims or the application of any provision or portion of this Release of Claims shall be determined to be invalid or unenforceable to any extent or for any reason, all other provisions and portions of this Release of Claims shall remain in full force and shall continue to be enforceable to the fullest and greatest extent permitted by law.

7. Acceptance and Revocability. Executive acknowledges that Executive has been given a period of at least twenty-one (21) days within which to consider this Release of Claims, unless applicable law requires a longer period, in which case Executive shall be advised of such longer period and such longer period shall apply. Executive may accept this Release of Claims at any time within this period of time by signing the Release of Claims and returning it to the Employer. This Release of Claims shall not become effective or enforceable until seven (7) calendar days after Executive signs it. Executive may revoke Executive's acceptance of this Release of Claims at any time within that seven (7) calendar day period by sending written notice to the Company at the address below The Company's signature, with a copy to andy.grimmig@doubleverify.com. Such notice must be received by the Company within the seven (7) calendar day period in order to be effective and, if so received, would void this Release of Claims for all purposes.

8. Governing Law. Except for issues or matters as to which U.S. Federal law is applicable, this Release of Claims shall be governed by and construed and enforced in accordance with the laws of the State of New York without giving effect to the conflicts of law principles thereof.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed this Release of Claims as of the date written below.

/s/ Matthew McLaughlin

Matthew McLaughlin

Dated: Jan 14, 2022

Acknowledged and accepted

DOUBLEVERIFY INC.

By: /s/ Mark Zagorski

Name: Mark Zagorski

Title: Chief Executive Officer

233 Spring Street
New York, NY 10013
Attention: General Counsel

DOUBLEVERIFY ANNOUNCES DEPARTURE OF COO LATER THIS YEAR

NEW YORK, New York, January 19, 2022 – DoubleVerify Holdings, Inc. (NYSE: DV) (“DoubleVerify”) announced today that the company’s Chief Operating Officer (“COO”), Matt McLaughlin, plans to step down in the summer of 2022. McLaughlin joined DoubleVerify in 2011 as COO and has been a key member of the leadership team, most recently overseeing product development and technology.

McLaughlin will continue in his role as COO and lead his current areas of responsibility through end of the first fiscal quarter, and he will then serve in a special advisory capacity to the company through July 1, 2022, managing to certain product development milestones and ensuring a smooth transition.

“Matt has been a valued leader at DoubleVerify for over a decade and integral to the success of the company. Matt is ready for the next stage of his personal endeavors and professional career, and everyone at DV is grateful for his contributions in building the initial foundation of our business and inspiring our legacy of innovation,” said Mark Zagorski, Chief Executive Officer of DoubleVerify. “We continue to be laser focused on our mission to create stronger, safer, more secure digital transactions that drive optimal outcomes for global advertisers”

“It has been my privilege to help DoubleVerify grow into the global leader in digital media quality and performance over the last decade,” said McLaughlin. “Deciding to start a new phase in life was very difficult, but the strength and depth of the team we have built at DV makes me confident the company is well positioned to deliver continued innovations and expanded value to our digital media customers.”

About DoubleVerify

DoubleVerify is a leading software platform for digital media measurement and analytics. Our mission is to make the digital advertising ecosystem stronger, safer and more secure, thereby preserving the fair value exchange between buyers and sellers of digital media. Hundreds of Fortune 500 advertisers employ our unbiased data and analytics to drive campaign quality and effectiveness, and to maximize return on their digital advertising investments – globally. Learn more at www.doubleverify.com.

Investor Relations

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